



**Vestavia Hills
City Council Agenda
December 22, 2025
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation - Huey Davis, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager's Report
8. Councilors' Reports
9. Approval Of Minutes - December 8, 2025 regular meeting minutes

Old Business (Public Hearing)

10. Public Hearing - Ordinance Number 3305 - Rezoning - 4308, 4312, 4316 and 4320 Dolly Ridge Road; Rezone from VH R-4 (medium density residential district) to VH B-1.2 (planned neighborhood mixed use district); Paradox Properties, LLC, owner
11. Public Hearing - Ordinance Number 3306 - Rezoning and Conditional Use Approval - 4521 Pine Tree Circle; Lot 23, Topfield Subdivision; Rezone from VH O-1 to VH B-2 with limited uses and conditional use approval for on-site indoor storage of certain construction materials and equipment; Canwyn LLC, owners
12. Public Hearing - Ordinance Number 3307 - Authorizing the Mayor and City Manager to Execute an Architectural Professional Service Contract for the Construction of an Eastside Police Operations Building Located at the Sicard Hollow Athletic Complex
13. Public Hearing - Ordinance Number 3308 - An Ordinance Authorizing the Mayor and City Manager to Execute an Architectural Professional Service Contract for the Construction of a Maintenance Facility Located at the Sicard Hollow Athletic Complex
14. Public Hearing - Ordinance Number 3309 - An Ordinance Authorizing the Mayor and City Manager to Execute a Limited Scope Architectural Professional Service Contract to Begin the Design Process for an Eastside Library Facility

New Business

15. Resolution Number 5612 - A Resolution appointing members to the Design Review Board

16. Resolution Number 5613 - A Resolution appointing members to the Vestavia Hills Board of Zoning Adjustment
17. Resolution Number 5614 - A resolution declaring certain property as surplus and authorizing the City Manager and the Vestavia Hills Police Department to destroy said items pursuant to a certain court order
18. Resolution Number 5615 - A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Rice Advisory for the Purpose of Evaluating Public Financing Options and Commencing Preliminary Actions Associated with the Plan for Growth
19. Ordinance Number 3310 - An Ordinance Accepting a Bid for the City of Vestavia Hills Altadena Valley Park Veterans Memorial Plaza and Authorizing the Mayor and City Manager to execute any and all agreements for said project

New Business Requesting Unanimous Consent (Public Hearing)

First Reading (No Action To Be Taken At This Meeting)

20. Citizens Comments
21. Time Of Adjournment

PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at <https://us02web.zoom.us/j/5539517181>. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the "video" feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

Meetings may be recorded. By participating in the meeting, you are consenting to be recorded.

"Zoom-bombing." Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be terminated immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.



**Vestavia Hills
City Council Minutes
December 8, 2025
6:00 PM**

1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

2. Roll Call

Roll call was as follows:

MEMBERS PRESENT: Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilor Kimberly Cook, City Councilor Ali Pilcher, City Councilor Mike Vercher

MEMBERS ABSENT: None.

OTHER OFFICIALS PRESENT: Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Shane Ware, Police Chief; Zachary Clifton, Asst. Finance Director; Ethan Fisher, City Engineer; Jamie Lee, Director of Parks and Leisure Services*; Daniel Tackett, Asst. Director of Library in the Forest; Ryan Farrell, Asst. Fire Chief*; Umang Patel, Court Director*

3. Invocation — Butch Williams, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor opened the floor for a motion to approve the agenda as presented.

MOTION: Approve the agenda as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher. No: None. Abstain: None. Motion passed.

6. Announcements, Candidates and Guest Recognition

- Mr. Vercher welcomed former Parks and Recreation President, Kirk McCulley to the meeting.
- Mrs. Cook welcomed Alabama State Representative Mike Shaw to the meeting. Also attending is Daniel Tackett, Deputy Director of the Library in the Forest.
- Mr. Weaver announced that the regular meeting of the Planning and Zoning Commission will meet in regular session on Thursday beginning at 6 PM.
- Mrs. Pilcher announced that the Board of Education meeting will be held on Monday beginning at 4 PM.

7. City Manager's Report - Discussion of Gateway Signage Design Considerations

Mr. Downes refreshed the Council on past decisions and accomplishments for upgrading the southern gateway of the City. He indicated that at a recent work session the Council accepted a bid for landscaping, building a retaining wall, and adding drainage improvements along that part of Highway 31. During that work session, the question was asked about how to blend the wall with the existing gateway structure. Renderings of a couple of options were shown to illustrate what could be accomplished within the budget of the project and incorporate the entire gateway area.

- Ethan Fisher, City Engineer, presented the option of moving the lettering from the retaining wall to in front of the temple. He presented two options for the retaining wall, one with stucco or similar material inserts, and one with all stacked stone. Discussion ensued among the Council about the lettering relocated to the replica site rather than on the wall being optimal and more cohesive; the price difference on the painted wall vs. the stone wall; maintenance of the wall should stucco be used. Mr. Downes added that the structure isn't stable enough to add a dome, and it would take a lot of work and permission from ALDOT in order to move in that direction. The Council agreed staff should pursue more details on the new options regarding cost and maintenance.

8. Councilors' Reports

- Mr. Vercher commended the Parks and Recreation department for a fantastic holiday parade and ribbon cutting at The Bray.
- Mr. Vercher reported that the Parks and Recreation Board met last Friday morning.
- Mrs. Cook stated she attended the last Library Board meeting and presented a proclamation to Larry Cochran commending him for his service to the Board.

9. Approval Of Minutes - November 17, 2025 work session minutes and November 24, 2025 regular meeting minutes

The Mayor opened the floor for a motion to approve the minutes of the November 17, 2025, work session and November 24, 2025, regular meeting as presented.

MOTION: Approve the minutes as presented. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali

Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed

Old Business (Public Hearing)

10. Public Hearing - Ordinance Number 3304 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with the State of Alabama by and through the Alabama Department of Transportation for the funding of the construction of the Greendale Road Sidewalk through the awarded ALDOT TAP grant TAPAA-TA26(920)

MOTION: Approve Ordinance Number 3304 as presented. Motion by: Rusty Weaver. Seconded by: Ali Pilcher.

Mr. Downes explained that this funding is from the federal government through the state for transportation alternatives. The City has used this type of grant before. The Council adopted a sidewalk master plan and a top priority was adding sidewalks to Greendale Road in Cahaba Heights. This will connect to the sidewalks on Crosshaven and East Street creating a larger network. The TAP grant local share is \$191,000 of the \$958,000 project. The city's match is budgeted in the FY26 budget.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher.
No: None. Abstain: None. Motion passed.

New Business

11. Resolution Number 5610 - A Resolution appointing a member to the Vestavia Hills Parks and Recreation Board

MOTION: Approve Resolution Number 5610 as presented. Motion by: Rusty Weaver. Seconded by: Kimberly Cook.

MOTION: Amend Resolution Number 5610 to insert the name Jay Eichelberger into the Resolution for appointment. Motion By: Mike Vercher. Seconded By: Rusty Weaver.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher. No: None. Abstain: None. Motion passed.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher. No: None. Abstain: None. Motion passed.

12. Resolution Number 5611 - A Resolution appointing a member to the Vestavia Hills Library Board

MOTION: Approve Resolution Number 5611. Motion by: Rusty Weaver. Seconded by: Kimberly Cook.

MOTION: Amend Resolution Number 5611 to insert the name of Kathleen Duquette into the Resolution for the appointment. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

There being no further discussion, the Mayor called for the question.

VOTE: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Ali Pilcher, Mike Vercher. No: None. Abstain: None. Motion passed.

New Business Requesting Unanimous Consent (Public Hearing)

First Reading (No Action To Be Taken At This Meeting)

- 13. Public Hearing - Ordinance Number 3305 - Rezoning - 4308, 4312, 4316 and 4320 Dolly Ridge Road; Rezone from VH R-4 (medium density residential district) to VH B-1.2 (planned neighborhood mixed use district); Paradox Properties, LLC, owner**
- 14. Public Hearing - Ordinance Number 3306 - Rezoning and Conditional Use Approval - 4521 Pine Tree Circle; Lot 23, Topfield Subdivision; Rezone from VH O-1 to VH B-2 with limited uses and conditional use approval for on-site indoor storage of certain construction materials and equipment; Canwyn LLC, owners**
- 15. Public Hearing - Ordinance Number 3307 - Authorizing the Mayor and City Manager to Execute an Architectural Professional Service Contract for the Construction of an Eastside Police Operations Building Located at the Sicard Hollow Athletic Complex**
- 16. Public Hearing - Ordinance Number 3308 - An Ordinance Authorizing the Mayor and City Manager to Execute an Architectural Professional Service Contract for the Construction of a Maintenance Facility Located at the Sicard Hollow Athletic Complex**
- 17. Public Hearing - Ordinance Number 3309 - An Ordinance Authorizing the Mayor and City Manager to Execute a Limited Scope Architectural Professional Service Contract to Begin the Design Process for an Eastside Library Facility**
- 18. Citizens Comments**

- Mrs. Cook thanked the people who interviewed for the vacancies on the Library and Parks & Recreation Boards. It was a strong pool of applicants and made the Council's

decision difficult. Mr. Vercher echoed Mrs. Cook's comments stated that all of the applicants should be commended.

19. Time Of Adjournment

There being no further business, Mrs. Cook made a motion to adjourn. The Mayor adjourned the meeting at 6:22 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk



**CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Jeff Downes, City Manager

From: Conrad Garrison, City Planner

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3305 - Rezoning - 4308, 4312, 4316 and 4320 Dolly Ridge Road; Rezone from VH R-4 (medium density residential district) to VH B-1.2 (planned neighborhood mixed use district); Paradox Properties, LLC, owner

Background:

This request is for a rezoning of properties along a transitional portion of Dolly Ridge Road to rezone from VH R-4 to VH B-1.2 conditioned upon a mandatory 20' buffer adjacent to all residential, maintaining a large buffer toward the rear of the property as shown in the attached drawings and limiting the use of the property to professional/medical offices and their ancillary uses with no drive thrus. Light poles shall also be limited to 10' in height.

Recommendation:

Planning and Zoning Commission considered this at their regular November meeting and unanimously recommended approval with the above stated conditions which have been written into the Ordinance.

Fiscal Impact:

na

Attachments:

1. Ordinance 3305
2. Protest2

ORDINANCE NUMBER 3305

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS B-1.2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (medium density residential) to Vestavia Hills B-1.2 (planned neighborhood mixed use district):

4308, 4312, 4316 and 4320 Dolly Ridge Road
Paradox Properties, LLC, owner(s)

More particularly described as follows:

Parcel I: Lots 2 and 3, Block 1, according to the Survey of New Merkle Heights, as recorded in Map Book 19, Page 92, in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel II: A portion of Lot 4, Block 1, according to the Survey of New Merkle Heights, as the same is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 19, Page 92, more particularly described as follows:

Commence at the Southwest corner of said Lot 4 in Block 1 of New Merkle Heights Survey as recorded in Map Book 19 at Page 92 in the Probate Office of Jefferson County, Alabama and run thence East along the South line of said Lot 4 for a distance of 342.37 feet to the point of beginning of the portion of Lot 4 here considered; from the Point of Beginning thus established continue thence East along the said South line of said Lot 4 for a distance of 167.63 feet to a point on the West right of way line of a public road known as Dolly Ridge Road; thence turn an angle to the left of 60°22'30" and run along said West right of way line of said Dolly Ridge Road for a distance of 114.97 feet; thence turn an angle to the left of 119°37'30" and run West along the North line of said Lot 4 for a distance of 210 feet, more or less, to a point on said North line which is 360 feet East of the Northwest corner of said Lot 4; thence turn an angle to the left of 81°46' and run for a distance of 100.96 feet to the Point of Beginning.

Parcel III: Part of Lot 5, Block 1, in the Survey of New Merkle Heights, as recorded in Map Book 16, Page 20 and Map Book 19, Page 92, in the Probate Office of Jefferson County, Alabama and situated in the SE 1/4 of NW 1/4 of Section 22, Township 18, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of NW 1/4 of Section 22, Township 18, Range 2 West; thence North along the West line of said 1/4-1/4 section for a distance of 426.5 feet to the Southwest corner of Lot 5, Block 1; thence at an angle of 91°49' to the right and along the South boundary line of said lot a distance of 363.5 feet for the point of beginning of the property herein described: thence continue along the South boundary of said lot in an Easterly direction for a distance of 200 feet to the West right of way line of the country road known as Caldwell Mill Road; thence in a Northerly direction along the West right of way line of said road for a distance of 115.4 feet; thence in a Westerly direction along the North line of Lot 5, Block 1, and parallel with the South line of said lot for a distance of 260.81 feet; thence at an angle of 91°49' to the left and parallel to the West line of said lot for a distance of 100 feet to the point of beginning.

BE IT FURTHER ORDAINED that said rezoning be conditioned upon the following: (1) the development shall be constructed substantially as described in plans attached to and incorporated into this Ordinance Number 3305 as if written fully therein as detailed in the attached drawings; and (2) the uses on said property shall be limited to professional and medical offices and their ancillary uses with no drive thru; and (3) a 20' landscape buffer shall be reserved adjacent to neighboring properties and must include the large landscaping buffer as shown in the attached drawings; and (4) any parking lot lighting shall be limited poles no more than 10' in height with LED or better bulbs; and (5) building heights shall be limited to 2-stories; and

This Ordinance Number 3305 shall become effective immediately upon the adoption, approval and publishing/publication as required by Alabama law.

APPROVED and ADOPTED this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

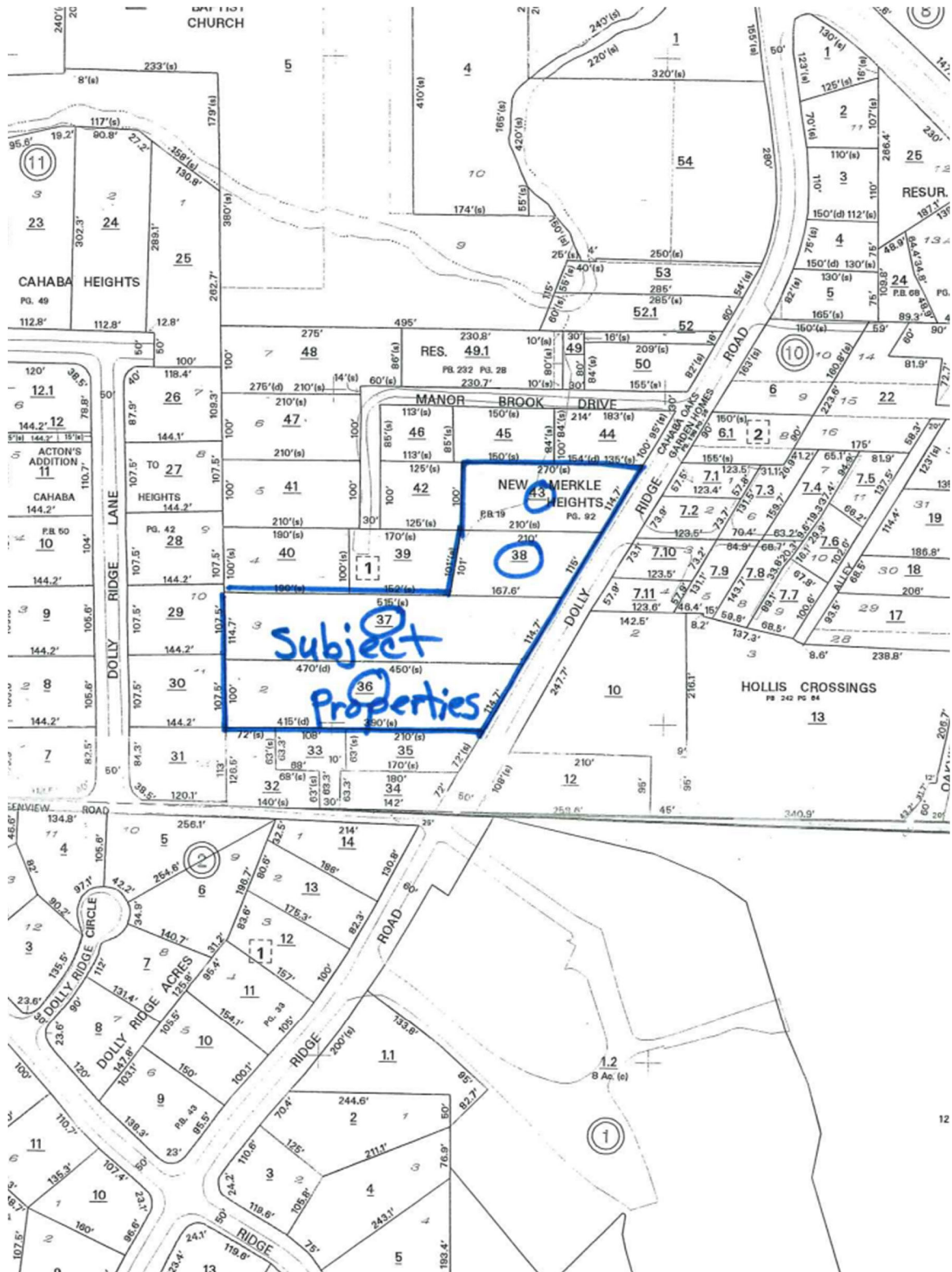
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3305 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-25-10

Owner Name: John Weaver, Member

Owner Address: 3015 Weatherton Drive
Mountain Brook, Alabama 35223

Representative: Joshua Watkins

Rep. 4000 Eagle Point Corp. Dr.
Address: Birmingham, AL 35242

Project Address: 4308 Dolly Ridge Road

Legal Description: **Parcel I:**

Lots 2 and 3, Block 1, according to the Survey of New Merkle Heights, as recorded in Map Book 19, Page 92, in the Office of the Judge of Probate of Jefferson County, Alabama.

Parcel II:

A portion of Lot 4, Block 1, according to the Survey of New Merkle Heights, as the same is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 19, Page 92, more particularly described as follows:

Commence at the Southwest corner of said Lot 4 in Block 1 of New Merkle Heights Survey as recorded in Map Book 19 at Page 92 in the Probate Office of Jefferson County, Alabama and run thence East along the South line of said Lot 4 for a distance of 342.37 feet to the point of beginning of the portion of Lot 4 here considered; from the Point of Beginning thus established continue thence East along the said South line of said Lot 4 for a distance of 167.63 feet to a point on the West right of way line of a public road known as Dolly Ridge Road; thence turn an angle to the left of 60°22'30" and run along said West right of way line of said Dolly Ridge Road for a distance of 114.97 feet; thence turn an angle to the left of 119°37'30" and run West along the North line of said Lot 4 for a distance of 210 feet, more or less, to a point on said North line which is 360 feet East of the Northwest corner of said Lot 4; thence turn an angle to the left of 81°46' and run for a distance of 100.96 feet to the Point of Beginning.

Parcel III:

Part of Lot 5, Block 1, in the Survey of New Merkle Heights, as recorded in Map Book 16, Page 20 and Map Book 19, Page 92, in the Probate Office of Jefferson County, Alabama and situated in the SE 1/4 of NW 1/4 of Section 22, Township 18, Range 2 West, Jefferson County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of NW 1/4 of Section 22, Township 18, Range 2 West; thence North along the West line of said 1/4-1/4 section for a distance of 426.5 feet to the Southwest corner of Lot 5, Block 1; thence at an angle of 91°49' to the right and along the South boundary line of said lot a distance of 363.5 feet for the point of beginning of the property herein described: thence continue along the South boundary of said lot in an Easterly direction for a distance of 200 feet to the West right of way line of the country road known as Caldwell Mill Road; thence in a Northerly direction along the West right of way line of said road for a distance of 115.4 feet; thence in a Westerly direction along the North line of Lot 5, Block 1, and parallel with the South line of said lot for a distance of 260.81 feet; thence at an angle of 91°49' to the left and parallel to the West line of said lot for a distance of 100 feet to the point of beginning.

Parcel ID Number: 28002220110360
Current Zoning: R-4
Requested Zoning: B-1.2
Intended Purpose: Dental/Medical Offices

P&Z

Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 4308, 4312, 4316, and 4320 Dolly Ridge Rd. from Vestavia Hills R-4 to Vestavia Hills B-1.2 with the following conditions:
1. Uses limited to Professional and Medical Offices and ancillary uses;
2. 20' landscape buffer adjacent to neighboring properties and must include the large landscaping buffer as shown in the application exhibit;
3. Any parking lot lighting limited to 10' poles with LED or better bulbs;
4. Buildings limited to 2-stories.
Second was by Mr. Pierce. Motion was carried on a roll call; vote as follows:
Mr. Pierce – yes Mr. Weaver – yes
Mr. Romeo – yes Mr. Maloof – yes
Mr. Honeycutt – yes Ms. Cochran – yes
Motion carried.

Date of P&Z Meeting: November 13, 2025

Authorized by:

Issued by:

Vestavia Hills Planning and Zoning Commission,
Lindsey Cochran, Chair
Conrad Garrison, City Planner

Preliminary Layout for Dolly Ridge Road Dental 4300 Dolly Ridge Road

Site Information:

Current Zoning: R-4

Proposed Zoning: B-1.2

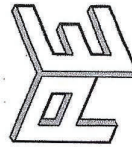
Legal Description: Lot 6 Block 1, less and except the west 501 feet of New Merkle Heights as recorded in Map Book 19, Page 92 in the office of the Judge of Probate, Jefferson County, Alabama.

Parking Requirement:

1 Space for each doctor plus 1 per employee.

Building will have 1 doctor and 3 employees, therefore 7 parking spaces required.

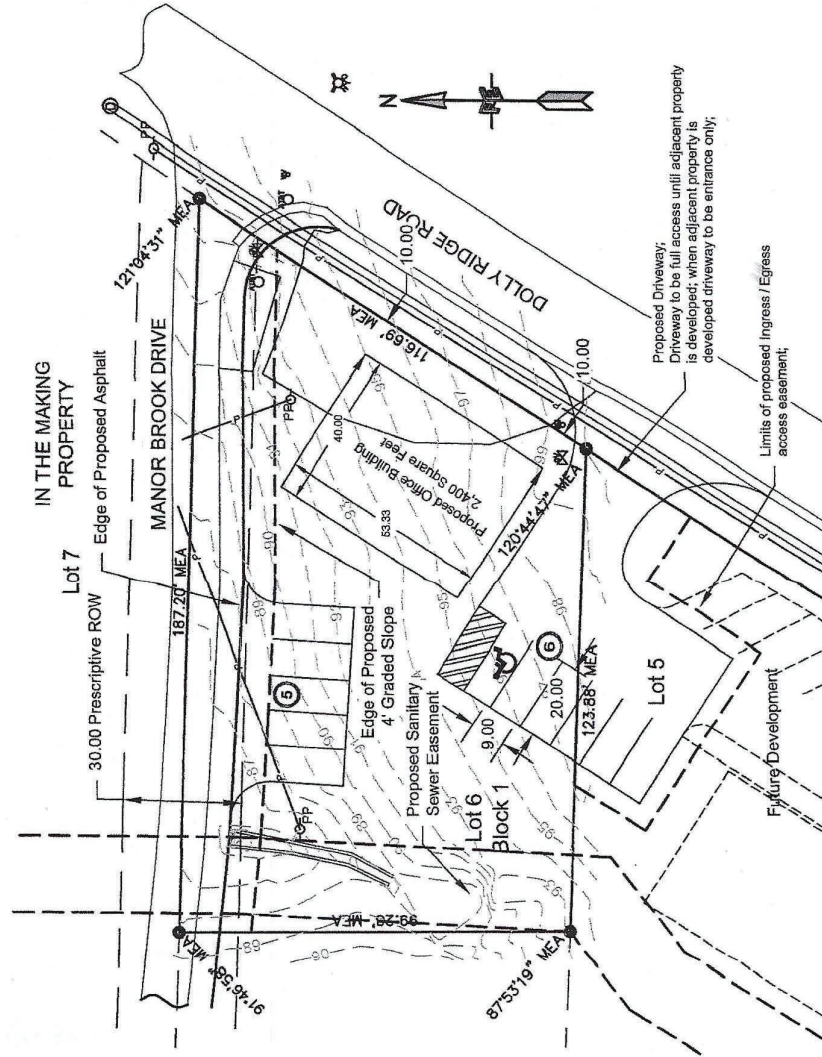
Site contains 11 parking spaces.



Pressnell
Engineering
884 High Pointe Drive
Hayden, AL 35079
P: 205.876.4335
F: 205.417.2507



SCALE: 1" = 30'







Vestavia Hills Zoning Classification		Address Number	
Options		Filter by map extent	
		Zoom to	Refresh
PARCELID	DISTRICT	ESN_NUM	PROPADD
28002220110360	020	62	4320 DOLLY RIDGE RD
			TAX_TOWNSH
			28
			SECTION
			22
			QSECTION
			2
			BLOCK
			011
			PARCEL
			036000
			VH_ZONING
			R-4
			ZNG_C
			1983

1 features 0 selected



Vestavia Hills Planning and Zoning Department
1032 Montgomery Highway
Vestavia Hills, AL 35216

Re: Rezoning Justification Letter for Parcel Comprising 4 Lots from R-4 to B-1.2 Light Mixed Use (4308, 4312, 4316, and 4320 Dolly Ridge Road)

To Whom It May Concern,

I am writing on behalf of the property owner, John Weaver, to respectfully request the rezoning of a parcel consisting of four (4) adjacent lots currently zoned R-4 (Residential) to B-1.2 Light Mixed Use. This request is made to facilitate the construction of four professional medical office buildings consistent with the established character and zoning of the surrounding area.

In 2015, the adjacent property to the west was successfully rezoned to B-1.2 and developed as a professional medical office. At that time, a small corner of one of the subject lots was also rezoned to B-1.2 to allow for a shared parking lot easement serving the medical office. The remaining portions of the subject lots have remained R-4 but are functionally and contextually integrated with the adjacent commercial use.

The subject lots are located on a significant traffic corridor, making them less suitable for single-family residential use and well-positioned for low-impact commercial development. Across the roadway to the east are parcels zoned R-6 (High Density Residential), further supporting the appropriateness of transitioning this site to a neighborhood-compatible commercial zoning designation.

The proposed B-1.2 zoning would permit development of four professional medical office buildings that mirror the design, scale, and use of the 2015 development. This zoning change aligns with both the existing land use patterns and the long-term vision for mixed-use corridors that support medical and professional services accessible to nearby residential communities.

We respectfully request favorable consideration of this rezoning application, as it represents a logical, compatible, and community-serving expansion of the existing B-1.2 zone.

Thank you for your attention and consideration.

Sincerely,

Joshua Watkins
Burrill Watkins LLC
Representing the Property Owner



Zoning1	
PARCELID	2800222011037000
DISTRICT	020
ESN_NUM	62
PROPADD	4316 DOLLY RIDGE RD
TAX_TOWNSH	28
SECTION	22
QSECTION	2
BLOCK	011
PARCEL	037000
VH_ZONING	R-4
ZNG_ORD	1983
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	

Zoom to	



**CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Jeff Downes, City Manager

From: Conrad Garrison, City Planner

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3306 - Rezoning and Conditional Use Approval - 4521 Pine Tree Circle; Lot 23, Topfield Subdivision; Rezone from VH O-1 to VH B-2 with limited uses and conditional use approval for on-site indoor storage of certain construction materials and equipment; Canwyn LLC, owners

Background:

This property is located in an area in transition with primarily office zoned properties. This request is for the operation of a framing construction company office and an added warehouse to the rear to house materials and vehicles/equipment for said construction company

Recommendation:

The Planning and Zoning Commission recommended approval based on the following: (1) the use on said property shall be limited to a framing construction company or similar or any permitted use in Vestavia Hills O-1 zoning classification; and (2) that any and all storage on the property be housed inside the storage building as proposed and storage limited for the

construction materials, vehicles and equipment only, outdoor storage is prohibited; and (3) no parking of heavy construction equipment on premise; and (4) fabrication onsite is prohibited; and (5) the storage building shall appear similar to the existing building on the property

Fiscal Impact:

na

Attachments:

1. Ordinance 3306

ORDINANCE NUMBER 3306

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS O-1 TO VESTAVIA HILLS B-2 WITH LIMITED USES AND A CONDITIONAL USE FOR CERTAIN STORAGE

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills O-1 (office park district) to Vestavia Hills B-2 with uses limited to a construction framing company with a conditional use for indoor storage as an accessory to said construction company:

4521 Pine Tree Circle
Lot 23, Topfield Subdivision
Canwyn LLC, owner(s)

BE IT FURTHER ORDAINED that said rezoning and conditional use be conditioned upon the following: (1) the use on said property shall be limited to a framing construction company or similar or any permitted use in Vestavia Hills O-1 zoning classification; and (2) that any and all storage on the property be housed inside the storage building as proposed and storage limited for the construction materials, vehicles and equipment only, outdoor storage is prohibited; and (3) no parking of heavy construction equipment on premise; and (4) fabrication onsite is prohibited; and (5) the storage building shall appear similar to the existing building on the property; and

This Ordinance Number 3306 shall become effective immediately upon the adoption, approval and publishing/publication as required by Alabama law.

APPROVED and ADOPTED this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

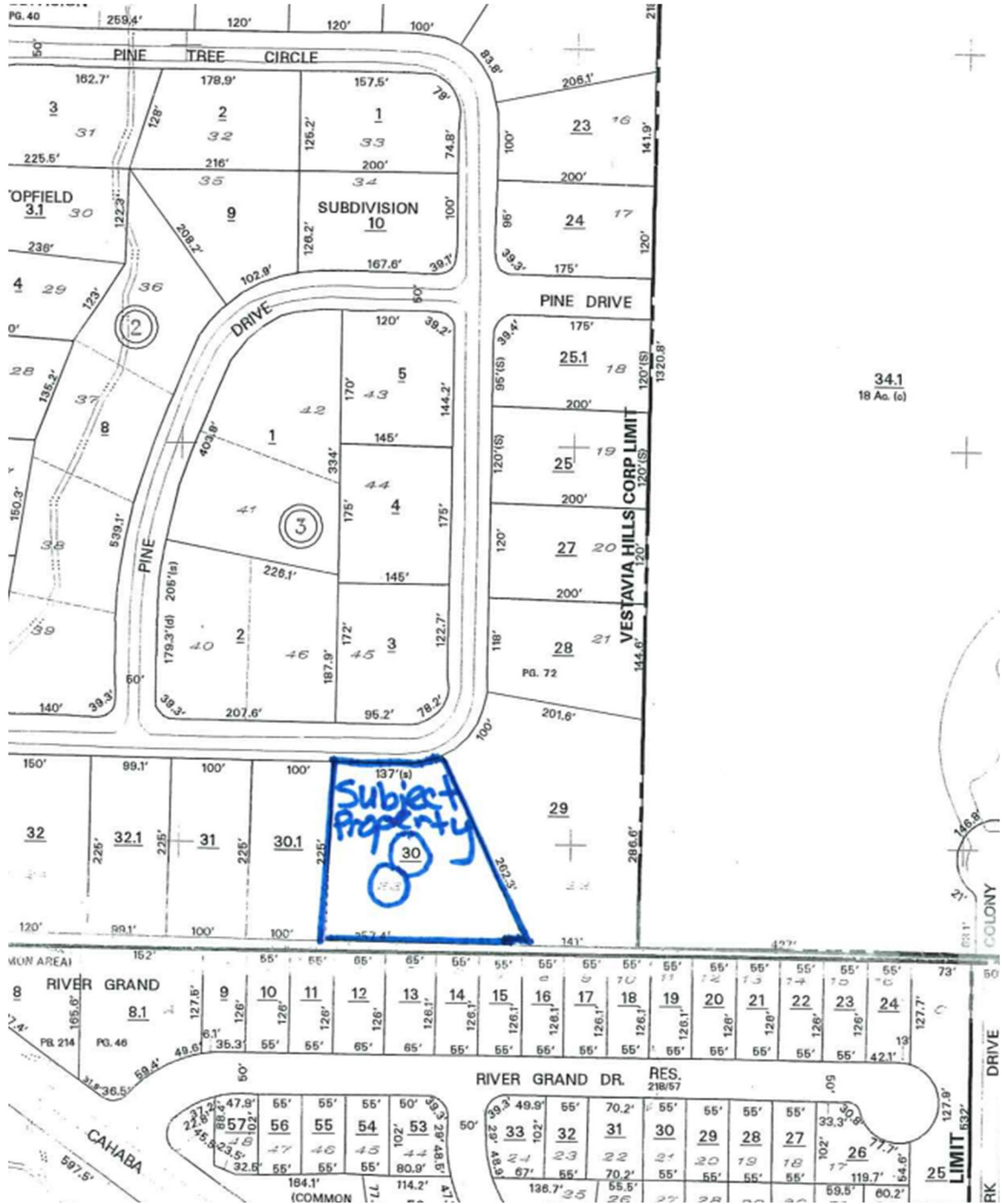
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3306 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk





City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation



Case Number: RZ-25-11

Owner Name: Canwyn LLC

Owner Address: 4521 Pine Tree Circle, Vestavia Hills, AL
35243

Representative: Lauren Barrett

Rep. Address: 4521 Pine Tree Circle, Vestavia Hills,
AL 35243

Project Address: 4521 Pine Tree Circle, Vestavia Hills, AL 35243

Legal Description: Lot 23, Topfield Subdivision, Jefferson County Map Book 42, page 72

Parcel ID Number:

Current Zoning: O-1

Requested Zoning: B-2 w/Conditional Use for storage

Intended Purpose: Construction of a free-standing addition to be located in the rear yard of the property

MOTION Mr. Weaver made a motion to recommend Rezoning for 4521 Pine Tree Cir. from Vestavia Hills O-1 to Vestavia Hills B-2 with a Conditional Use for indoor storage with the following conditions:

1. Use is only approved as a framing construction company or similar trade and O-1 uses;
2. Fabrication onsite is prohibited;
3. No outside storage or materials;
4. No parking of heavy construction equipment;
5. New building must look similar to existing building.

P&Z

Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Recommendation: Mr. Pierce – yes Mr. Weaver – yes
Mr. Romeo – yes Mr. Maloof – yes
Mr. Honeycutt – yes Ms. Cochran – yes
Motion carried.

Date of P&Z Meeting: November 13, 2025

Authorized by:

Vestavia Hills Planning and Zoning Commission,
Lindsey Cochran, Chair

Issued by:

Conrad Garrison, City Planner

**RZ-25-11**

Rezoning Application

Status: Active

Submitted On: 9/22/2025

Primary Location

4521 PINE TREE CIR

VESTAVIA HILLS, AL

35243

Owner

Canwyn, LLC

4521 Pine Tree Circle 4521

Vestavia, Alabama 35243

Applicant

Lauren Barrett



205-531-0118



4701 Jackson Loop



Vestavia, AL 35242-8102

Property Information**Subject Property Address***4521 Pine Tree Circle, Vestavia Hills, AL
35243**Tax Parcel ID Number****Legal Description ?**

Lot 23, Topfield Subdivision, Jefferson County Map Book 42, page 72

Existing Parking Spaces

7

Proposed Parking Spaces

11

Submission Date*

09/16/2025

Type of Project*

New Non-Residential Development/use

Action Requested:**From Existing Zoning Classification***

O-1

To Requested Zoning Classification*

B-2 w/Conditional Use for storage

For the Intended Purpose of:*

Construction of a free-standing addition to be located in the rear yard of the property

Acreage of Subject Property*

1.05ac

Acreage of Property to be Disturbed*

0.294ac

Setbacks**Front**

30

Back

30

Side

10

Open Space

0.16

Lot Coverage Percentage

25

Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs). *



Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

Property Owner Name*

Canwyn LLC

Company Name

Canopy Building Company

Owner Address City State Zip*

4521 Pine Tree Circle, Vestavia Hills, AL 35243

Owner's Phone Number*

2058763674

Email Address of Owner*

By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.*

**Owner Representative/Responsible Party ?**

Lauren Barrett

Company Name

Lauren Barrett, Architect

Contact Email of Responsible Party**Mailing Address of Responsible Party**

4521 Pine Tree Circle, Vestavia Hills, AL 35243

Phone No. of Responsible Party

2058763674

Email Address of Responsible Party

Project Engineer Information (if applicable)

Name

David Q. Haynes

Company

St. John and Assoc, Inc.

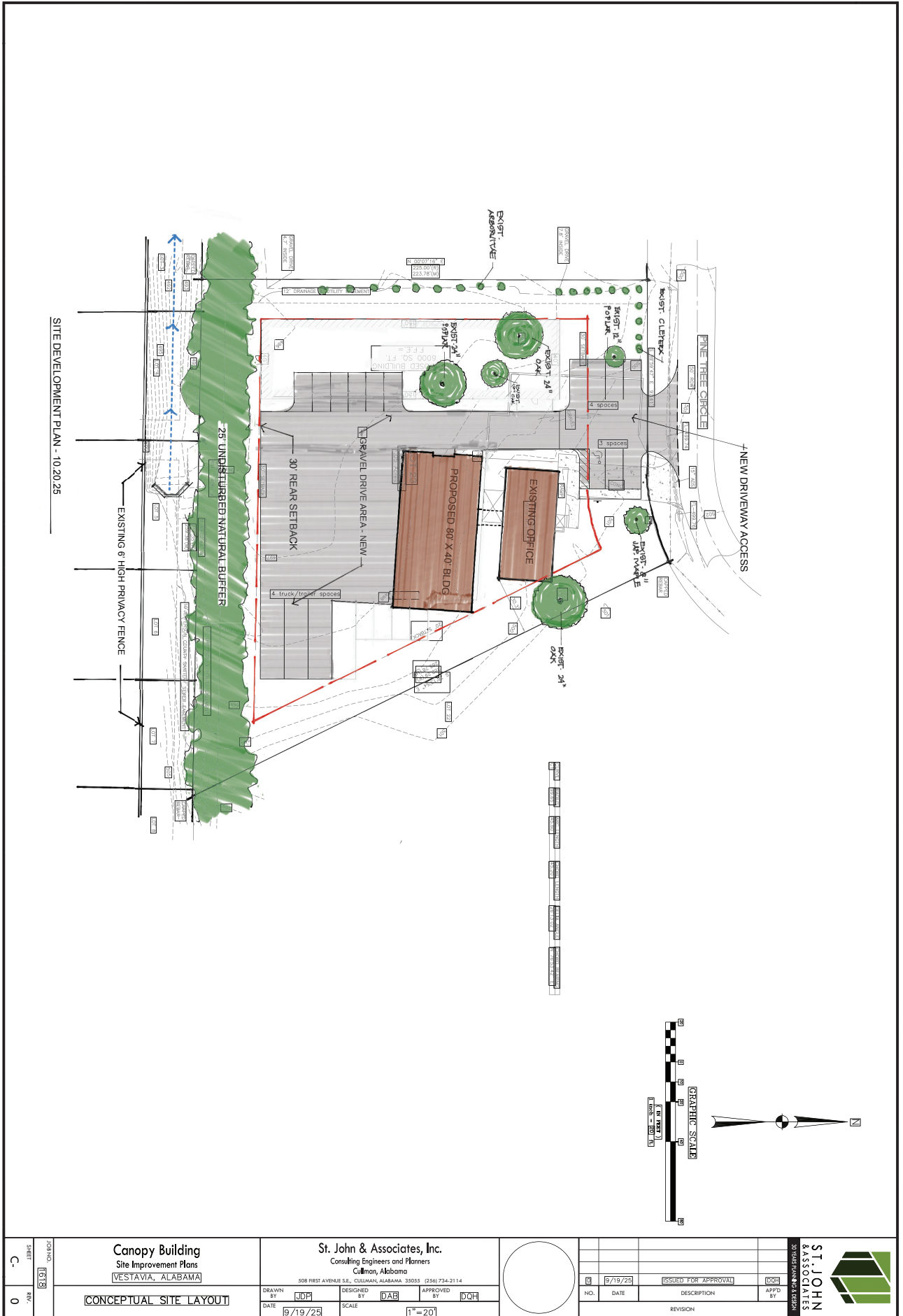
Mailing Address

508 First Avenue SE,Cullman, AL 35055

Phone Number

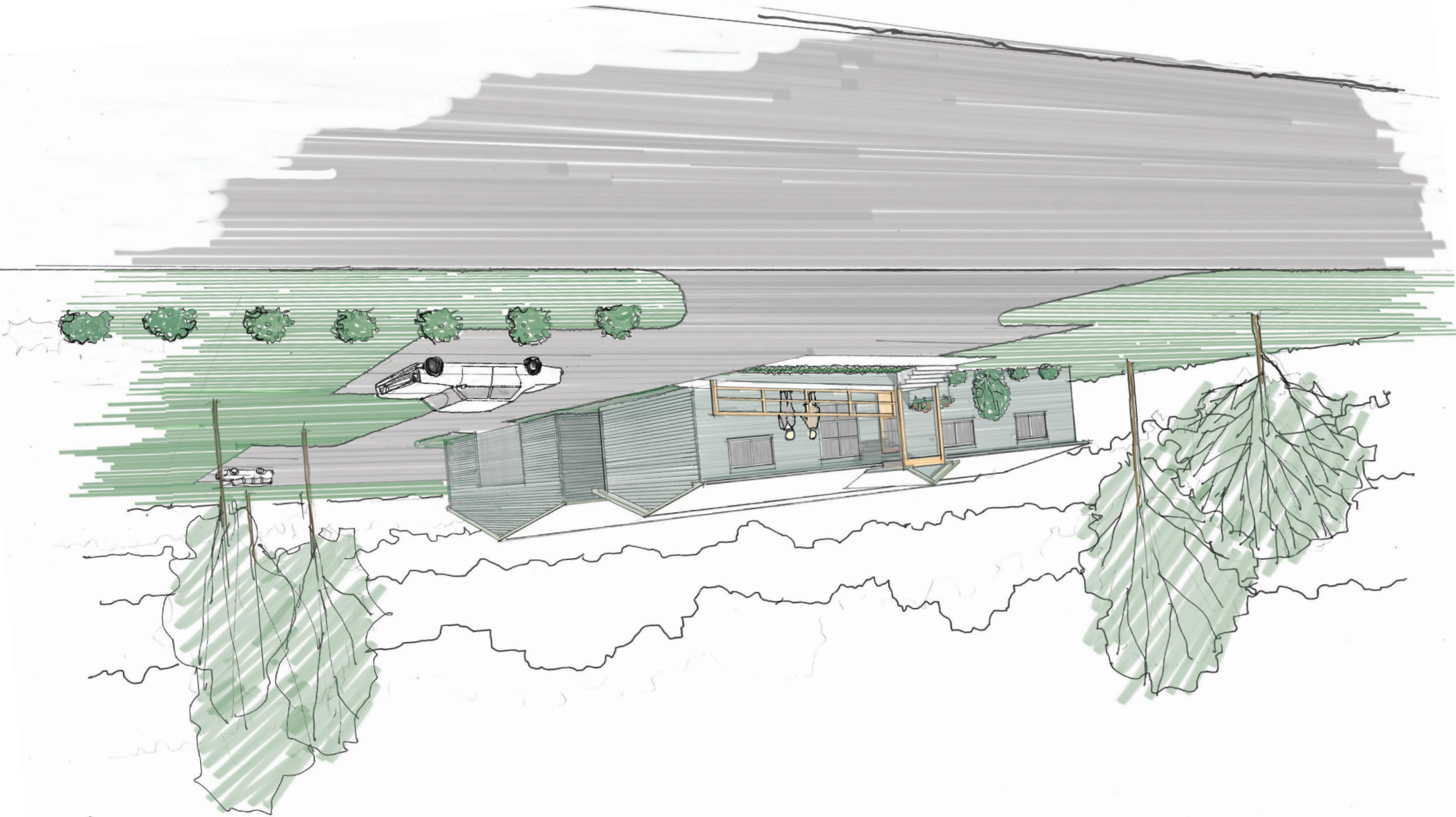
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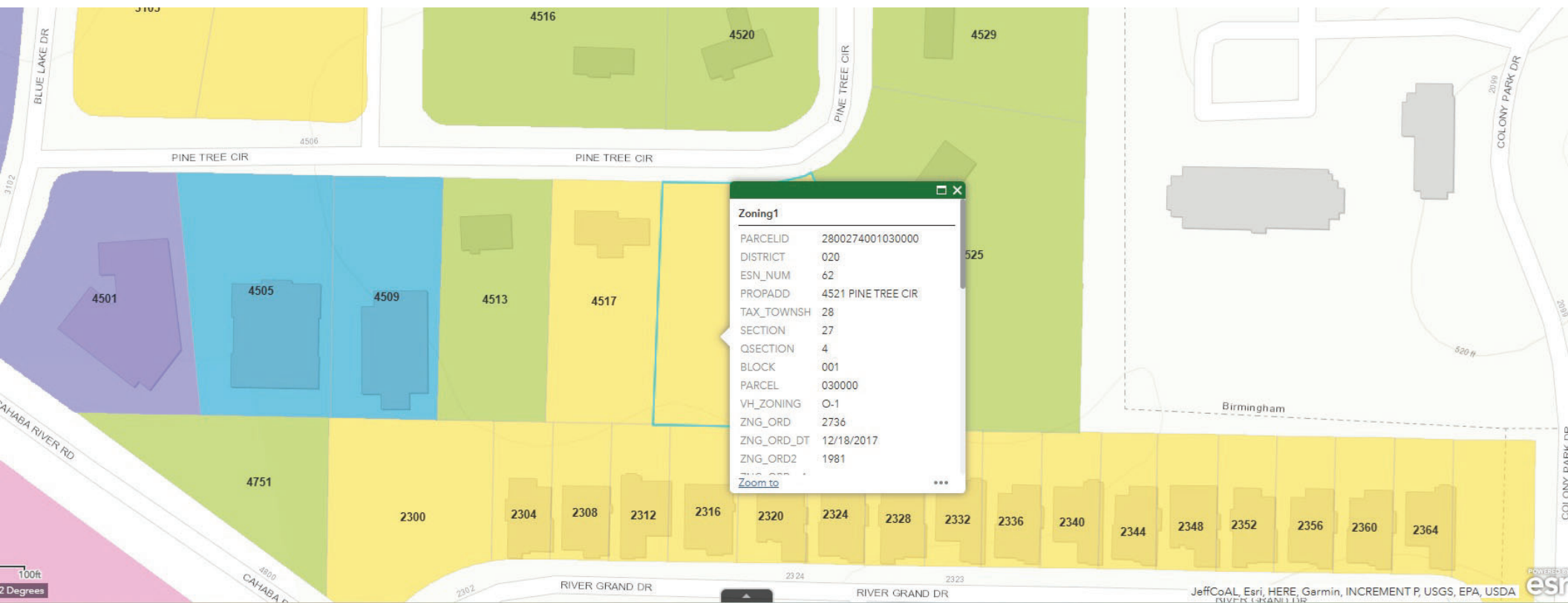
Email



SITE DEVELOPMENT PLAN - 10.20.25

Canopy Building Site Improvement Plans VESTAVIA, ALABAMA		St. John & Associates, Inc. Consulting Engineers and Planners Cullman, Alabama 508 FIRST AVENUE S.E., CULLMAN, ALABAMA 35055 (256) 734-2114		NO. 9/19/25 ISSUED FOR APPROVAL DO	
JOHN 1313		DRAWN BY UDP		DATE 9/19/25	
DESIGNED BY DAE		APPROVED BY DGP		SCALE 1" = 20'	
CONCEPTUAL SITE LAYOUT		REVISION		ST. JOHN & ASSOCIATES 30 YEARS OF EXCELLENCE	





Future Land Use

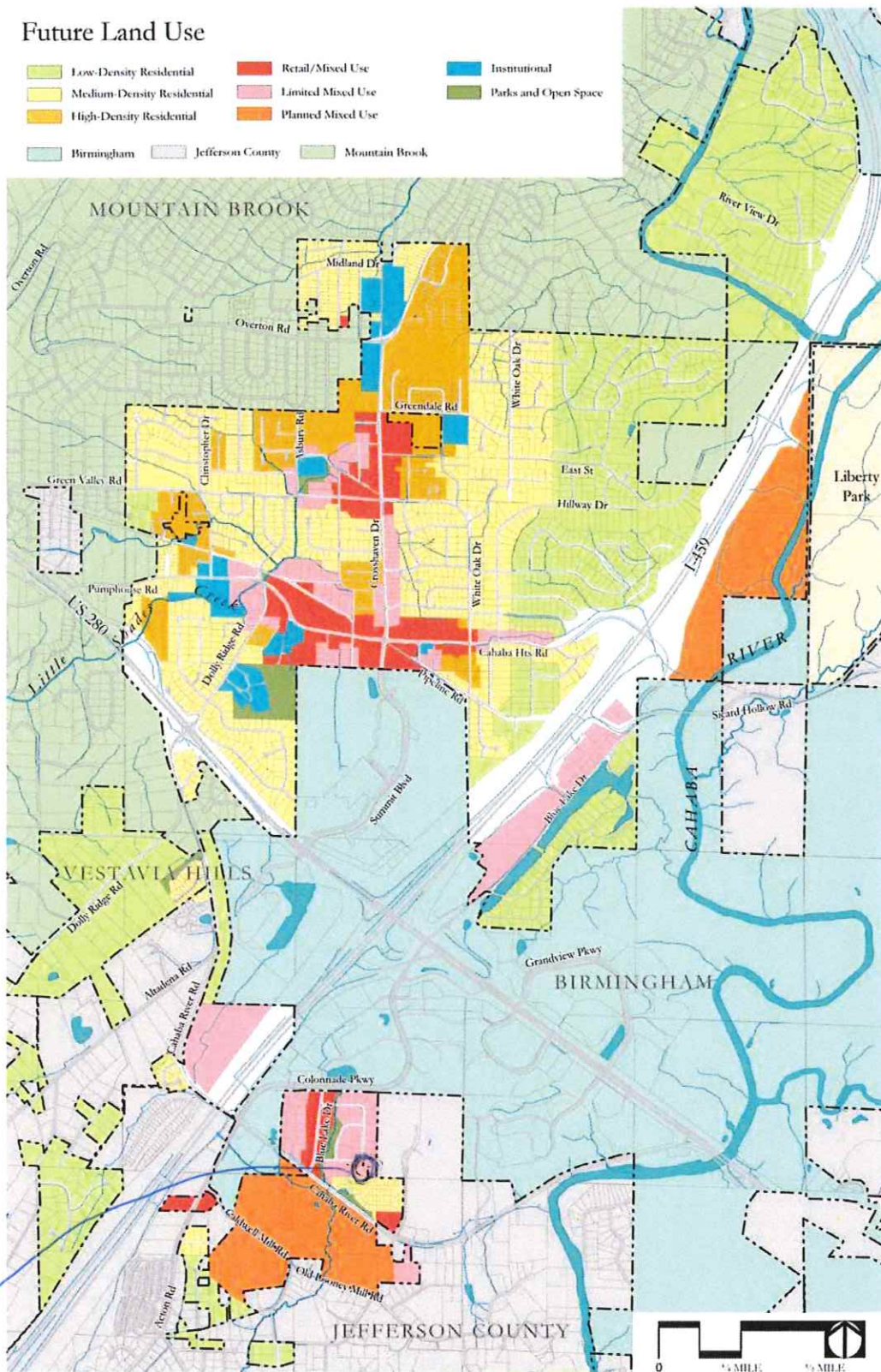


Figure 4: Future Land Use Map



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3307 - Authorizing the Mayor and City Manager to Execute an Architectural Professional Service Contract for the Construction of an Eastside Police Operations Building Located at the Sicard Hollow Athletic Complex

Background:

Consistent with the adopted masterplan referenced as the Plan for Growth, CMH Architects have presented a proposal for design services to construct a 25,000+/- police operations facility that will serve the eastern side of the City. The budgeted construction costs are anticipated to be \$13,565,160. CMH Architects submitted a proposal to design the building for an "all-in" fee of \$873,845 (5.9% architectural fee) that includes architectural and sub-consultant fees. The proposal will be incorporated as a part of an AIA (B-132-2019 Edition) contract with the City's standard supplemental conditions addendum.

Recommendation:

It is recommended to grant this authority to allow commencement of the design phase of this project.

Fiscal Impact:

The proposed fees are within the projected total program budget for this project (\$14,700,000) and are intended to be funded by a public financing vehicle ultimately approved by the City Council.

Attachments:

1. Ordinance 3307
2. SHAC-Police Building Design Proposal - CMH
3. SHAC Police Station B132-2019-Working draft
4. SHAC Police Station - A232-2019-Working draft
5. SHAC Police Station - Addendum No. 001 - Working draft

ORDINANCE NUMBER 3307

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT FOR ARCHITECTURAL SERVICES FOR AN EASTSIDE POLICE OPERATIONS CENTER

WHEREAS, Consistent with the adopted masterplan referenced as the Plan for Growth, CMH Architects have presented a proposal for design services to construct a 25,000+/- police operations facility that will serve the eastern side of the City; and

WHEREAS, the budgeted construction costs are anticipated to be \$13,565,160; and

WHEREAS, CMH Architects submitted a proposal to design the building for an "all-in" fee of \$873,845 (5.9% architectural fee) that includes architectural and sub-consultant fees, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3307 as if written fully therein; and

WHEREAS, the proposal will be incorporated as a part of an AIA (B-132-2019 Edition) contract with the City's standard supplemental conditions addendum a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3307 as if written fully therein; and

WHEREAS, the City Manager has recommended the Council to grant this authority to allow commencement of the design phase of this project; and

WHEREAS, the proposed fees are within the projected total program budget for this project (\$14,700,000) and are intended to be funded by a public financing vehicle ultimately approved by the City Council; and

WHEREAS, the Mayor and the City Council have found that it is in the best public interest to accept the City Manager's recommendation and authorize the execution of the contracts detailed in Exhibit B.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and the City Manager are hereby authorized to execute and deliver said agreements pursuant to the proposal as detailed in Exhibits A and B; and
2. Said agreements shall be attested by the City Clerk and a copy retained for the record in the Office of the City Clerk; and

3. The proposed fees are within the projected total program budget for this project (\$14,700,000) and are intended to be funded by a public financing vehicle ultimately approved by the City Council
4. This Ordinance Number 3307 shall become effective immediately upon adoption and approval by the City Council following posting/publication pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED, this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3307 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

October 27, 2025

Mr. Brian Corley, Project Director
Doster Construction
2100 International Park Drive
Birmingham, Alabama 35243

**RE: Proposal for SHAC Police Station & Associated Site Work
Vestavia Hills, Alabama
CMH Proposal No. 2042**

Dear Brian:

CMH is pleased to make a proposal to provide Architectural and Engineering Services to the City of Vestavia Hills for a New Police Station to be located on the Sicard Hollow Athletic Complex site at 4851 Sicard Hollow Road, Vestavia Hills, AL 35242.

- A. The scope of the project is as follows:
- a. Architectural and Engineering Services for the design of a ±25,000-square-foot Police Station and associated improvements per the attached Conceptual Space Program and Conceptual Site Plan.
 - b. This project will be designed using sustainable, energy-efficient design principles to the greatest extent possible. No LEED certification or commissioning of the facility is required.
 - c. The conceptual plan does not include an ICC500 Storm Shelter, but one can be added for a mutually agreeable fee.

- B. The fee is based on State of Alabama Division of Construction Management (DCM) Guidelines and will be as follows:

A/E Basic Services Fee: **Building Group III @ 5.9% based on construction value of \$13,565,160.00**
Project Design Fee - \$800,345.00 (plus fees below)

Based on Percentage of Construction per attached DCM Fee Schedule for Type III Buildings:

Civil Engineering	\$37,500.00 Lump Sum
Landscape Architecture & Irrigation Design Services	\$16,000.00 Lump Sum
Interior Design Services & Furniture-Procurement Assistance	\$20,000.00 Lump Sum
All in Design Fee - \$873,845.00	

Reimbursable expenses, advertisement, printing, mileage, etc. will be billed at 1.2 x the actual cost.

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment. donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Per DCM Guidelines, sales taxes on materials for the project will be included in the Cost of Work when calculating the fees of the design team whether paid or submitted to the State Department of Revenue by the Trade Contractors, Construction Manager/Program

Manager or Owner for sales tax exemption. Cost of the work will also include the Construction Manager cost (fee and cost of field personnel) during construction of the project. This does not include any pre-construction services.

C. Proposed consultants for this project are listed below:

- Geotechnical Consultant – N/A
- Construction Material Testing & Special Inspections – N/A
- Civil Engineering – Caprine Engineering LLC
- Structural Engineering – MBA Engineers, Inc.
- Mechanical, Plumbing, Fire Protection & HVAC Engineering – MBA Engineers, Inc.
- Electrical Engineering – Hyde Engineering
- Landscape Architecture – Renta Urban Land Design

D. The Services and Fees above assume the following:

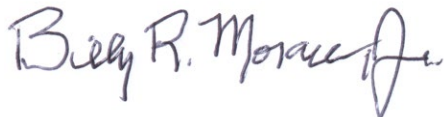
- a. Services are based on the project being issued as one substantially complete Construction Document Package. If the issuing of a separate construction package is required, there would be an additional fee as mutually agreed upon.
- b. CMH does not anticipate any environmental engineering to be required for this project. However, if during the development of the project documents, environmental engineering is required, the service can be provided at a mutually agreed upon fee.
- c. This proposal is based on our understanding of the Scope of Services as outlined herein. If the scope of the project should change, the fee is to be equitably adjusted.
- d. To the best of our ability, we will identify current codes and ordinances applicable to this project in effect at the time the documents are prepared and communicate with those officials charged with enforcing applicable codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled, or changed by code officials.
- e. Other Additional Services required, but not included herein, shall, when authorized by the Owner, be compensated at normal hourly rates based on 2.8 DPE (Direct Personnel Expense).
- f. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at three percent (3%). Expenses for collection of unpaid invoices, including legal costs, will be paid by Owner.
- g. Only the testing and/or investigation noted herein are included in the fees specified in the proposal. Special inspections that may be required by City Officials and not required by IBC are not included in this proposal. Should any additional testing and/or investigations be required, they can be provided at a mutually agreed upon fee.
- h. This proposal does not include design fees for the identification and removal of hazardous materials. However, this service can be provided at a mutually agreed upon fee.
- i. The proposal does not include the ALTA topographic survey. This survey will be furnished to the Design Team by the Owner.
- j. Geotechnical Consulting, Construction Material Testing, and Special Inspections as required by the International Building Code (IBC) are NOT included in this proposal.
- k. The design of infrastructure for a radio system, bio-directional amplifier, and/or a radio tower are not included in this proposal.

- l. The general conditions of the AIA Document B132-2019 – Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition, are mutually agreed upon and are included in this proposal by reference.
- m. Construction Administration Services included in this proposal are limited to a maximum of a sixteen (16) month construction schedule with a maximum of bi-weekly site visits. Any services required past this schedule will be billed hourly as Additional Services.
- n. This proposal is based on Construction Documents commencing within six (6) months from the date of this proposal. If the project is delayed beyond this schedule. Fees would be subject to adjustment.

We appreciate the opportunity to provide this proposal for your consideration. If it meets with your approval, please have it executed and return a copy to us. As we understand it, Doster will prepare the AIA Document B132-2019 – Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition, for our review and execution. Please let us know if you have any questions.

Sincerely,

CMH ARCHITECTS, INC.



Billy R. Morace, Jr.
Project Manager

CC: Everett Hatcher
Joan Parker

Attachments: Conceptual Space Plan
Conceptual Site Plan
DCM Fee Schedule

Accepted By: _____

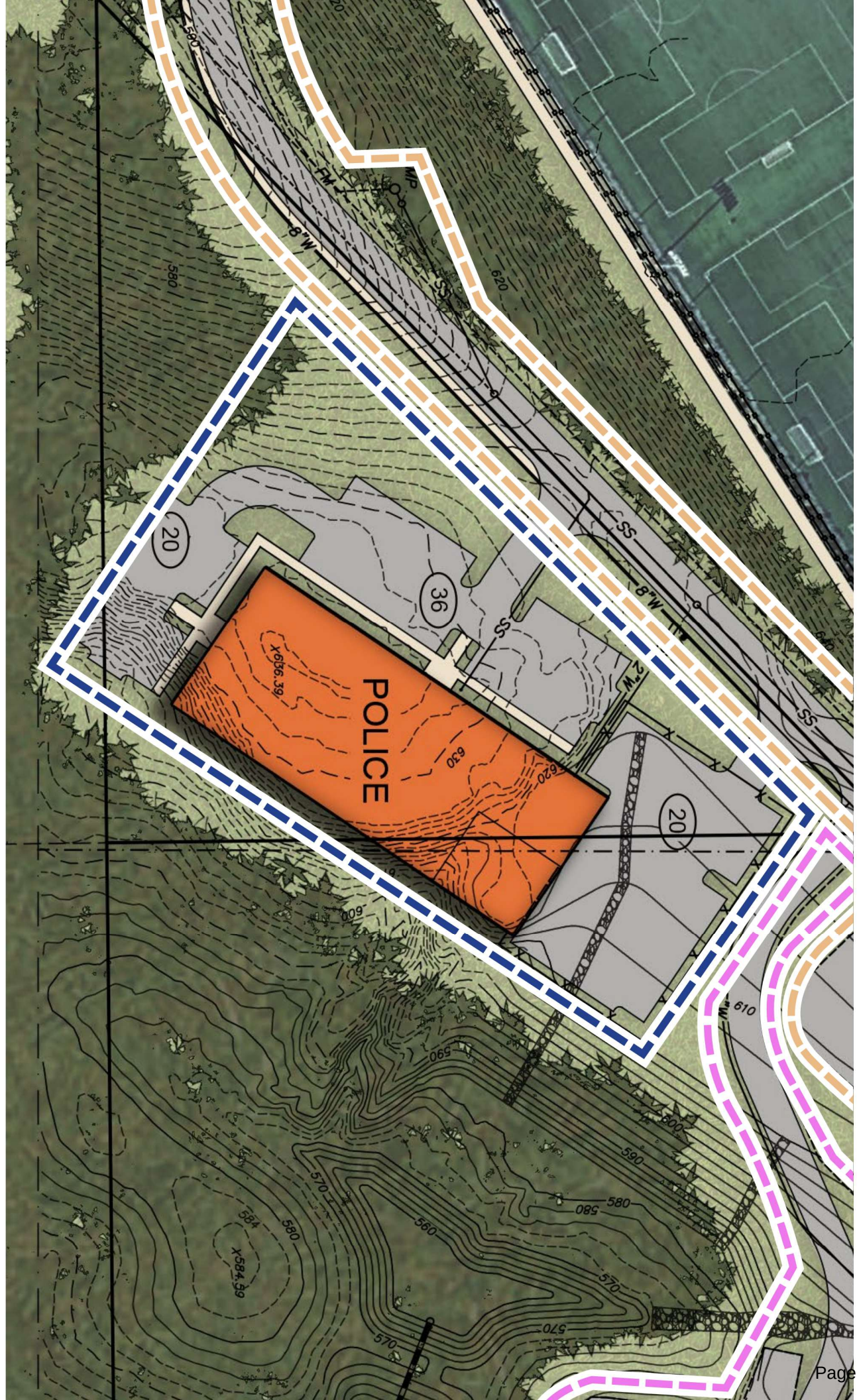
ENTITY NAME

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CONCEPTUAL SPACE PROGRAM: SHAC Master Plan / Feasibility Study

Police Station – New Building Square Footage – 12.12.24

	Program (SF)
Administration Areas	
Precinct Commander (w/RR)	= 360 SF
Conference Room (20 People)	= 420 SF
Subtotal	<u>780 SF</u>
Training	
Training Officers (4@120sf)	= 240 SF
Training Officers Storage	= 80 SF
Multi-Purpose/Training Room (75 people)	= 1,500 SF
A/V Room at Training	= 80 SF
Training Room Storage	= 275 SF
Toilets at Training Room – 3 WC/4 lavs (2@180sf)	= 360 SF
Subtotal	<u>2,535 SF</u>
Public Entry/Records	
Public Entrance Lobby	= 350 SF
Public Toilets (2@65sf)	= 130 SF
Clerks (2@65sf)	= 130 SF
Work Area	= 150 SF
Files <i>*Confirm this is required at this location and size required</i>	= 500 SF
Subtotal	<u>1,240 SF</u>
Detective Areas	
Detective Offices (4@120sf)	= 480 SF
Restrooms (2@65sf)	= 130 SF
Work Area	= 100 SF
Storage	= 300 SF
Interview Rooms (2@75sf)	= 150 SF
Viewing Room	= 75 SF
Subtotal	<u>1,995 SF</u>

Patrol Areas

Patrol Commanders (2@165sf)	=	330 SF
Patrol Supervisors (4@80sf)	=	320 SF
Report Writing/Work Area	=	280 SF
Booking Room	=	180 SF
Storage	=	180 SF
Restrooms (2@65sf)	=	130 SF
Subtotal		1,420 SF

Animal Control

Code Enforcement Officers (4@100sf)	=	400 SF
Kennels (2@40sf)	=	80 SF
Subtotal		480 SF

SWAT

SWAT Locker Room	=	250 SF
SWAT Showers/Toilets	=	220 SF
SWAT Storage	=	180 SF
Subtotal		650 SF

Support Areas

Male Locker Room (50)	=	400 SF
Male Showers/Vanity/WC	=	265 SF
Female Locker Room (15)	=	200 SF
Female Showers/Vanity/WC	=	80 SF
Gym	=	450 SF

Note outdoor area requested, to be discussed. This area based on a previous project this area should be approximately 800-1000sf

Gym Storage	=	60 SF
Laundry	=	100 SF
Kitchen/Breakroom	=	200 SF
Seating at Kitchen	=	200 SF
Pantry	=	80 SF
Arms Work Area	=	225 SF
Arms Locker	=	120 SF
Ammo Storage	=	120 SF

Evidence Area (<i>Confirm requirement here</i>) or just lockers	=	1,600 SF
Intake	=	<u>120 SF</u>
Subtotal	=	4,164 SF

Fleet Management

Fleet Management Officers (3@100sf)	=	300 SF
Maintenance Bays (2@325sf)	=	650 SF
Maintenance Storage - Parts and supplies	=	500 SF
Vehicle Storage	=	<u>3,200 SF</u>
Subtotal		4,650 SF

Total of Programmed Area = **17,914 SF**

Allowance for corridors, mechanical rooms, electrical rooms, walls, etc. = **7,165 SF**

Grand Total = **25,079 SF**

CHAPTER 4
SUPPLEMENT

DETERMINATION OF BASIC FEE OR BASIC FEE RATE
FOR DESIGN PROFESSIONAL SERVICES

<u>Contents</u>	<u>Pages</u>
A. Maximum Basic Fee.....	4S - 1
B. Schedule of Basic Fee Rates	4S - 2
C. Application of Basic Fee Rate	4S - 3
D. Adjustment for Major Renovation	4S - 4

A. MAXIMUM BASIC FEE

The Basic Fee shall be based upon the budgeted cost of the planned work stipulated in the O/A Agreement, but shall not be higher than a fee as determined by the "Schedule of Basic Fee Rates" below. A higher Basic Fee may be paid only if approved by the Director. A Basic Fee determined by the schedule may be adjusted without the Director’s approval for Major Renovation as defined in Section D of this Supplement. Lower Basic Fees may be negotiated without the Director’s approval when appropriate considering project size, cost, scope, repetition, etc.

If the Basic Fee is to be a percentage rate applied to the cost of the work, the percentage rate shall not be higher than the applicable rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable. If the Basic Fee is to be a fixed, lump sum amount, that amount shall not be greater than the amount that is the product of multiplying the budgeted cost of the work by the applicable percentage rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable.

B. SCHEDULE OF BASIC FEE RATES

COST OF THE WORK			FEE IN PERCENTAGE				
			BUILDING GROUP				
			I	II	III	IV	V
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001	to	and over	2.5	3.5	4.5	5.5	6.5

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Group V: Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

C. APPLICATION OF BASIC FEE RATE

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee rate if the change is requested by the Awarding Authority/Owner and the change requires additional design, administrative, consultant, or other services not

contemplated in the agreement.

2. Unless otherwise stipulated in the agreement, the Basic Fee rate shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee rate shall be subject to adjustment.
3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be stipulated in the agreement.
4. If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.
5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

D. ADJUSTMENT FOR MAJOR RENOVATION

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority/Owner to the design professional may minimize or eliminate the need for this adjustment. In general, exterior projects, including, but not limited to, re-roofing, re-coating, and landscape/hardscape are not to be considered as major renovations.

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 2nd day of December in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

and the Architect:
(Name, legal status, address, and other information)

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243

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

SHAC Police Station & Associated Site Work
Sicard Hollow Athletic Complex Site
4851 Sicard Hollow Road
Vestavia Hills, AL 35242

The Construction Manager:
(Name, legal status, address, and other information)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes

revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New Police Station to be located on the Sicard Hollow Athletic Complex site at 4851 Sicard Hollow Road, Vestavia Hills, AL 35242.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$16,395,457

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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- .1 Design phase milestone dates, if any:

Schematic Design – May 2026
Design Development – September 2026
Construction Documents – January 2027

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
205-978-0195

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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(List name, address, and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

.2 Land Surveyor:

Retained under Architect.

.3 Geotechnical Engineer:

Not anticipated at this time.

.4 Civil Engineer:

Retained under Architect.

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

None anticipated at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Billy R. Morace, Jr.
Project Manager
1800 International Park Drive
Suite 300
Birmingham, AL 35243
205-969-2696

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, AL 35203

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.2 Mechanical, Plumbing, Fire Protection & HVAC Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, AL 35203

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.3 Electrical Engineer:

Hyde Engineering
3120 8th Avenue South
Birmingham, AL 35233

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.4 Civil Engineer:

Caprine Engineering LLC
3 Office Park Circle #226
Birmingham, AL 35223

.5 Landscape Architect:

Renta Urban Land Design
5236 Caldwell Mill Road
Birmingham, AL 35242

§ 1.1.12.2 Consultants retained under Supplemental Services:

None anticipated at this time.

§ 1.1.13 Other Initial Information on which the Agreement is based:

CMH Architects proposal dated October 27, 2025

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The

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excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, with policy 1. Worker's 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 that the Contractor qualifies to pay its own workers' compensation claims.

Deleted: and (\$) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any

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adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly

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report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

1. Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
2. Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and

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Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple preliminary designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	

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§ 4.1.1.16	As-designed record drawings	
§ 4.1.1.17	As-constructed record drawings	
§ 4.1.1.18	Post-occupancy evaluation	
§ 4.1.1.19	Facility support services	
§ 4.1.1.20	Tenant-related services	
§ 4.1.1.21	Architect's coordination of the Owner's consultants	
§ 4.1.1.22	Telecommunications/data design	
§ 4.1.1.23	Security evaluation and planning	
§ 4.1.1.24	Commissioning	
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD if needed.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD if needed.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- 2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the

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Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

- 3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- 5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- 6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- 8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- 9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 10 Evaluation of the qualifications of entities providing bids or proposals;
- 11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- 12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- 1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- 2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- 5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- 2 Thirty-Two (32) visits to the site by the Architect during construction
- 3 Incl Above (Q) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Incl Above (Q) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within **Thirty** (**30**) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect

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requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the

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Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this

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Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

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[☒] Arbitration pursuant to Section 8.3 of this Agreement

[☐] Litigation in a court of competent jurisdiction

[☐] Other: (Specify)

Deleted:

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the

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Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

TBD

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TBD

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to

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this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$73,500.00
- .2 Percentage Basis
(Insert percentage value)

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FIVE point NINE (5.9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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- .3 Other
(Describe the method of compensation)

Landscape Architecture
Mileage exceeding (40) miles will be reimbursed at the standard federal government rate
Drawing reproductions
Postage
Delivery
Outsourced Renderings
Travel
Overnight Stays
Cost of Advertisement for Bids

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services are not anticipated at this time.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u> percent (<u>15</u> %)
Design Development Phase	<u>Twenty-Five</u> percent (<u>25</u> %)
Construction Documents Phase	<u>Thirty-Five</u> percent (<u>35</u> %)
Procurement Phase	<u>Five</u> percent (<u>05</u> %)
Construction Phase	<u>Twenty</u> percent (<u>20</u> %)
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the

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Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Principals/Senior Technical Staff	\$325.00
Principals/Senior Associates	\$285.00
Junior Principals	\$190.00
Creative Director	\$220.00
Associates	\$175.00
Staff Architect/Technical Staff	\$150.00
Intern Architect/Interior Designer	\$135.00
Graphic Designer	\$150.00
Draftsmen	\$110.00
Administrative Staff	\$100.00

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
12. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

3 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- 2 Building Information Modeling Exhibit, if completed:

N/A

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

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(Insert the date of the E235-2019 incorporated into this Agreement.)

[☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architects Basic Services Scope

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

First Addendum to Standard Form Agreement between Owner and Architect, Construction Manager ad Adviser
Edition and General Conditions of the Contract

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«Ashley C. Curry
Its Mayor

OWNER (Signature)

Jeffrey D. Downes

Its City Manager»

ARCHITECT (Signature)

«Everett Hatcher »«President »

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

SHAC Police Station & Associated Site Work
Sicard Hollow Athletic Complex Site
4851 Sicard Hollow Road
Vestavia Hills, AL 35242

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

THE OWNER:

(Name, legal status, and address)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

THE ARCHITECT:

(Name, legal status, and address)

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243

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ADDITIONS AND DELETIONS:

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the

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Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such

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portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and

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cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the

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Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified

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materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the

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cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

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§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

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issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;

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- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to

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the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to

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an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after

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expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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

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

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information

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from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

STATE OF ALABAMA

JEFFERSON COUNTY

**FIRST ADDENDUM TO
STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT,
CONSTRUCTION MANAGER AS ADVISER EDITION
AND GENERAL CONDITIONS OF THE CONTRACT**

WITNESSETH THIS FIRST ADDENDUM TO STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT, CONSTRUCTION MANAGER AS ADVISER EDITION AND GENERAL CONDITIONS OF THE CONTRACT, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and CMH Architects, Inc., as "Architect", made and entered into on this the 7th day of October 2025.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and CMH Architects, Inc., as "Architect," have executed and delivered a Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition (being "AIA Document B132-2019") (hereinafter referred to as "Architect Contract" and General Conditions of the Contract (being "AIA Document A232-2019") hereinafter referred to as General Conditions") on this date; and

WHEREAS, the Owner and Architect wish to amend the Architect Contract and General Conditions by the execution and delivery of this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Architect hereby mutually and expressly amend the Architect Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Architect Contract and General Conditions to the contrary, the Owner and Architect agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Architect Contract and General Conditions:

I. AMENDMENTS TO THE ARCHITECT CONTRACT

A. Section 8.1.3 of the Architect Contract is amended to read in words and figures as follows:

“§8.1.3. The Architect shall defend, indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.”

B. The following language shall be added as **Section 2.6.9:**

COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Worker’s Compensation and Professional Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

(a) \$5,000,000 per Occurrence

(b) \$5,000,000 Aggregate.

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

(b) The policy must be on an “occurrence” basis.”

- C. The following language shall be added as Article 10, **Section 10.10**:

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

- D. The following language shall be added as Article 10, **Section 10.11**:

“COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. General Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

II. **AMENDMENTS TO THE GENERAL CONDITIONS**

- A. Section 3.18.1 shall be amended to read in words and figures as follows:

“§3.18 Indemnification

§3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager’s and Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be

liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.”

- B. Section 10.3.3 is deleted in its entirety. ***This section dealt with the Owner (“City”) indemnifying and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, agents and employees, etc.***

- C. The following language shall be added to **Section 11.1.2:**

“This is a public works project. Therefore, the General Contractor shall provide and maintain a Performance Bond and Payment Bond as required by Title 39-1-1, *Code of Alabama, 1975.*”

- D. **Section 3.6** shall be amended to read in words and figures as follows:

“Title 40-23-4(a), *Code of Alabama, 1975*, exempts municipalities in Alabama from the requirement to pay sales tax. The Contractor and Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975.*”

- E. **Article 13, Section 13.6** shall be added and read as follows:

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

- F. **Article 13, Section 13.7** shall be added and read as follows:

“**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing

business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. General Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

III. RATIFICATION OF ARCHITECT CONTRACT AND GENERAL CONDITIONS

The Owner and Architect hereby ratify and reconfirm the terms, provisions, limitations and conditions of the Architect Contract and General Conditions that were not modified or otherwise amended by this First Addendum.

IV. CONFLICT

If any terms, provisions, limitations or conditions of AIA Form Document B132-2019 and AIA Form Document **A232-2019** conflict with this First Addendum, then in such event the terms, provisions, limitations and conditions of this First Addendum shall apply.

IN WITNESS WHEREOF, the Owner and Architect have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ARCHITECT:
CMH Architects, Inc.

By _____
Billy R. Morace, Jr.
Its Project Manager

ATTESTED

By _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Billy R. Morace, Jr. whose name as Project Manager of CMH Architects, Inc., is signed to the First Addendum to Architect Contract and General Conditions who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said CMH Architects, Inc. in Birmingham, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Architect Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Architect Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3308 - An Ordinance
Authorizing the Mayor and City Manager to Execute an
Architectural Professional Service Contract for the Construction of a
Maintenance Facility Located at the Sicard Hollow Athletic Complex

Background:

Consistent with the adopted masterplan referenced as the Plan for Growth, CMH Architects have presented a proposal for design services to construct a 4,800+/- maintenance facility that will serve the eastern side of the City. The budgeted construction costs are anticipated to be \$1,598,506. CMH Architects submitted a proposal to design the building for an "all-in" fee of \$111,896. (7% architectural fee) that includes architectural and sub-consultant fees. The proposal will be incorporated as a part of an AIA (B-132-2019 Edition) contract with the City's standard supplemental conditions addendum.

Recommendation:

It is recommended to grant this authority to allow commencement of the design phase of this project.

Fiscal Impact:

The proposed fees are within the projected total program budget for this project (\$1,752,238) and are intended to be funded by a public financing vehicle ultimately approved by the City Council.

Attachments:

1. Ordinance 3308
2. SHAC - Maintenance Building Design Proposal- CMH
3. VH Parks Rec Maintenance - B132-2019-Working draft
4. VH Parks Rec Maintenance - A232-2019-Working draft
5. VH Parks Rec Maintenance - Addendum No. 001 -Working draft

ORDINANCE NUMBER 3308

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT FOR ARCHITECTURAL SERVICES CONTRACT FOR CONSTRUCTION OF A MAINTENANCE FACILITY LOCATED AT SHAC

WHEREAS, consistent with the adopted masterplan referenced as the Plan for Growth, CMH Architects have presented a proposal for design services to construct a 4,800+/- maintenance facility that will serve the eastern side of the City; and

WHEREAS, the budgeted construction costs are anticipated to be \$1,598,506; and

WHEREAS, CMH Architects submitted a proposal to design the building for an "all-in" fee of \$111,896. (7% architectural fee) that includes architectural and sub-consultant fees, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3308 as if written fully therein; and

WHEREAS, the proposal will be incorporated as a part of an AIA (B-132-2019 Edition) contract with the City's standard supplemental conditions addendum a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3308 as if written fully therein; and

WHEREAS, the City Manager has recommended the Council to grant this authority to allow commencement of the design phase of this project; and

WHEREAS, the proposed fees are within the projected total program budget for this project (\$1,752,238) and are intended to be funded by a public financing vehicle ultimately approved by the City Council; and

WHEREAS, the Mayor and the City Council have found that it is in the best public interest to accept the City Manager's recommendation and authorize the execution of the contracts detailed in Exhibit B.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and the City Manager are hereby authorized to execute and deliver said agreements pursuant to the proposal as detailed in Exhibits A and B; and
2. Said agreements shall be attested by the City Clerk and a copy retained for the record in the Office of the City Clerk; and

3. The proposed fees are within the projected total program budget for this project (\$1,752,238) and are intended to be funded by a public financing vehicle ultimately approved by the City Council
4. This Ordinance Number 3308 shall become effective immediately upon adoption and approval by the City Council following posting/publication pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED, this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3308 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

October 27, 2025

Mr. Brian Corley, Project Director
Doster Construction
2100 International Park Drive
Birmingham, Alabama 35243

**RE: Proposal for SHAC Parks & Rec Maintenance Facility & Fire Station Bay
Vestavia Hills, Alabama
CMH Proposal No. 2043**

Dear Brian:

CMH is pleased to make a proposal to provide Architectural and Engineering Services to the City of Vestavia Hills for a New Parks & Rec Maintenance Facility and Fire Station Bay to be located on the Sicard Hollow Athletic Complex site at 4851 Sicard Hollow Road, Vestavia Hills, AL 35242.

- A. The scope of the project is as follows:
- a. Architectural and Engineering Services for the design of a ±4,800-square-foot Parks & Rec Maintenance Facility & Fire Station Bay and associated improvements per the attached Conceptual Space Program and Conceptual Site Plan.
 - b. This project will be designed using sustainable, energy-efficient design principles to the greatest extent possible. No LEED certification or commissioning of the facility is required.
 - c. The conceptual plan does not include an ICC500 Storm Shelter, but one can be added for a mutually agreeable fee.
- B. The fee is based on State of Alabama Division of Construction Management (DCM) Guidelines and will be as follows:

A/E Basic Services Fee: **Building Group III @ 7% based on construction value of \$1,598,506.00**
Project Design Fee - \$111,896.00 (plus fees below)

Based on Percentage of Construction per attached DCM Fee Schedule for Type III Buildings:

Civil Engineering	\$18,400.00 Lump Sum
Landscape Architecture & Irrigation Design Services*	\$11,000.00 Lump Sum
<i>*If required by Owner</i>	
All in Design Fee - \$141,296.00	

Reimbursable expenses, advertisement, printing, mileage, etc. will be billed at 1.2 x the actual cost.

For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment. donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Per DCM Guidelines, sales taxes on materials for the project will be included in the Cost of Work when calculating the fees of the design team whether paid or submitted

to the State Department of Revenue by the Trade Contractors, Construction Manager/Program Manager or Owner for sales tax exemption. Cost of the work will also include the Construction Manager cost (fee and cost of field personnel) during construction of the project. This does not include any pre-construction services.

C. Proposed consultants for this project are listed below:

- Geotechnical Consultant – N/A
- Construction Material Testing & Special Inspections – N/A
- Civil Engineering – Caprine Engineering LLC
- Structural Engineering – MBA Engineers, Inc.
- Mechanical, Plumbing, Fire Protection & HVAC Engineering – MBA Engineers, Inc.
- Electrical Engineering – Hyde Engineering
- Landscape Architecture – Renta Urban Land Design

D. The Services and Fees above assume the following:

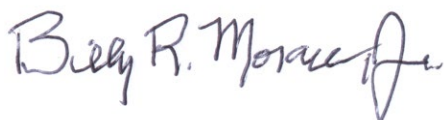
- a. Services are based on the project being issued as one substantially complete Construction Document Package. If the issuing of a separate construction package is required, there would be an additional fee as mutually agreed upon.
- b. CMH does not anticipate any environmental engineering to be required for this project. However, if during the development of the project documents, environmental engineering is required, the service can be provided at a mutually agreed upon fee.
- c. This proposal is based on our understanding of the Scope of Services as outlined herein. If the scope of the project should change, the fee is to be equitably adjusted.
- d. To the best of our ability, we will identify current codes and ordinances applicable to this project in effect at the time the documents are prepared and communicate with those officials charged with enforcing applicable codes and ordinances into the Contract Documents. Because all codes and ordinances are subject to interpretation, CMH does not make any warranties that the Architect's interpretation shall not be modified, overruled, or changed by code officials.
- e. Other Additional Services required, but not included herein, shall, when authorized by the Owner, be compensated at normal hourly rates based on 2.8 DPE (Direct Personnel Expense).
- f. The Architect's invoices shall be issued monthly, based on the work completed at the end of each month. Invoices for services are due and payable upon receipt and if unpaid after sixty (60) days will bear interest at three percent (3%). Expenses for collection of unpaid invoices, including legal costs, will be paid by Owner.
- g. Only the testing and/or investigation noted herein are included in the fees specified in the proposal. Special inspections that may be required by City Officials and not required by IBC are not included in this proposal. Should any additional testing and/or investigations be required, they can be provided at a mutually agreed upon fee.
- h. This proposal does not include design fees for the identification and removal of hazardous materials. However, this service can be provided at a mutually agreed upon fee.
- i. The proposal does not include the ALTA topographic survey. This survey will be furnished to the Design Team by the Owner.
- j. Geotechnical Consulting, Construction Material Testing, and Special Inspections as required by the International Building Code (IBC) are NOT included in this proposal.
- k. The design of infrastructure for a radio system, bio-directional amplifier, and/or a radio tower are not included in this proposal.

- l. The general conditions of the AIA Document B132-2019 – Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition, are mutually agreed upon and are included in this proposal by reference.
- m. Construction Administration Services included in this proposal are limited to a maximum of a twelve (12) month construction schedule with a maximum of bi-weekly site visits. Any services required past this schedule will be billed hourly as Additional Services.
- n. This proposal is based on Construction Documents commencing within three (3) months from the date of this proposal. If the project is delayed beyond this schedule. Fees would be subject to adjustment.

We appreciate the opportunity to provide this proposal for your consideration. If it meets with your approval, please have it executed and return a copy to us. As we understand it, Doster will prepare the AIA Document B132-2019 – Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition, for our review and execution. Please let us know if you have any questions.

Sincerely,

CMH ARCHITECTS, INC.



Billy R. Morace, Jr.
Project Manager

CC: Everett Hatcher
Joan Parker

Attachments: Conceptual Space Plan
Conceptual Site Plan
DCM Fee Schedule

Accepted By: _____

ENTITY NAME

Signature: _____

Printed Name: _____

Title: _____

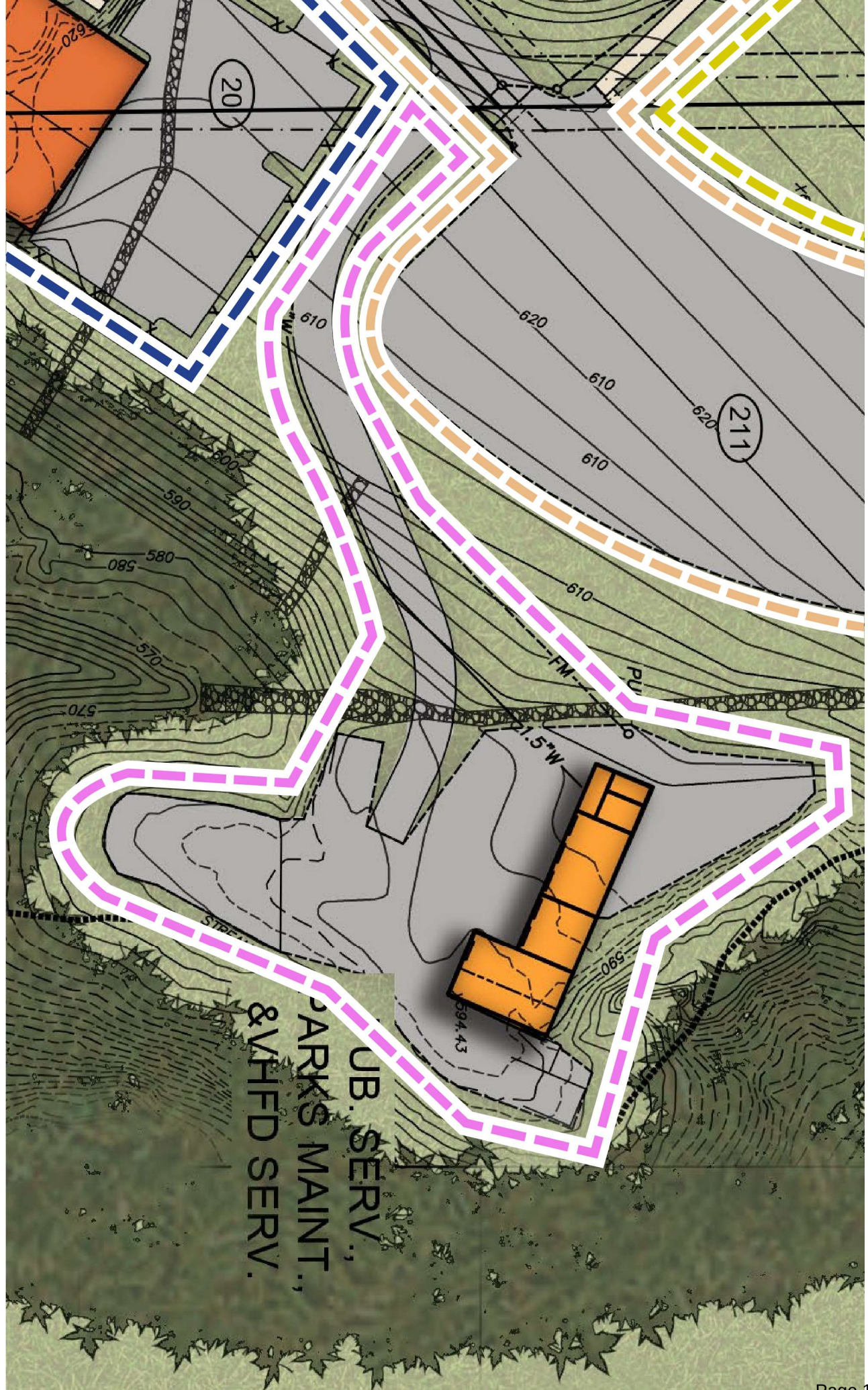
Date: _____



CONCEPTUAL SPACE PROGRAM: SHAC Master Plan / Feasibility Study

Parks & Rec Maintenance Facility & Fire Station Bay – New Building Square Footage – 10.24.25

	Program (SF)
Fire Maintenance Area	
Fire Maintenance	= 1,802 SF
Subtotal	1,802 SF
Public Works Area	
Public Works	= 900 SF
Subtotal	900 SF
Parks & Recreation Area	
Parks & Leisure Shop	= 1,350 SF
Parks & Leisure Office, B/R, etc.	= 750 SF
Subtotal	2,100 SF
Total of Programmed Area	= 4,802 SF
Allowance for corridors, mechanical rooms, electrical rooms, walls, etc.	= xx SF
Grand Total	= 4,802 SF



CHAPTER 4
SUPPLEMENT

DETERMINATION OF BASIC FEE OR BASIC FEE RATE
FOR DESIGN PROFESSIONAL SERVICES

<u>Contents</u>	<u>Pages</u>
A. Maximum Basic Fee.....	4S - 1
B. Schedule of Basic Fee Rates	4S - 2
C. Application of Basic Fee Rate	4S - 3
D. Adjustment for Major Renovation	4S - 4

A. MAXIMUM BASIC FEE

The Basic Fee shall be based upon the budgeted cost of the planned work stipulated in the O/A Agreement, but shall not be higher than a fee as determined by the "Schedule of Basic Fee Rates" below. A higher Basic Fee may be paid only if approved by the Director. A Basic Fee determined by the schedule may be adjusted without the Director’s approval for Major Renovation as defined in Section D of this Supplement. Lower Basic Fees may be negotiated without the Director’s approval when appropriate considering project size, cost, scope, repetition, etc.

If the Basic Fee is to be a percentage rate applied to the cost of the work, the percentage rate shall not be higher than the applicable rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable. If the Basic Fee is to be a fixed, lump sum amount, that amount shall not be greater than the amount that is the product of multiplying the budgeted cost of the work by the applicable percentage rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable.

B. SCHEDULE OF BASIC FEE RATES

COST OF THE WORK			FEE IN PERCENTAGE				
			BUILDING GROUP				
			I	II	III	IV	V
Up	to	\$100,000	8.0	9.0	10.0	11.0	12.0
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001	to	and over	2.5	3.5	4.5	5.5	6.5

BUILDING GROUPS OF THE SCHEDULE

Group I: Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

Group II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

Group III: College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

Group IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

Group V: Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

C. APPLICATION OF BASIC FEE RATE

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee rate if the change is requested by the Awarding Authority/Owner and the change requires additional design, administrative, consultant, or other services not

contemplated in the agreement.

2. Unless otherwise stipulated in the agreement, the Basic Fee rate shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee rate shall be subject to adjustment.
3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be stipulated in the agreement.
4. If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.
5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

D. ADJUSTMENT FOR MAJOR RENOVATION

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority/Owner to the design professional may minimize or eliminate the need for this adjustment. In general, exterior projects, including, but not limited to, re-roofing, re-coating, and landscape/hardscape are not to be considered as major renovations.

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 2nd day of December in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

and the Architect:
(Name, legal status, address, and other information)

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243

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

New Parks & Rec Maintenance Facility and Fire Station Bay
Sicard Hollow Athletic Complex Site
4851 Sicard Hollow Road
Vestavia Hills, AL 35242

The Construction Manager:
(Name, legal status, address, and other information)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes

revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New Parks & Rec Maintenance Facility and Fire Station Bay to be located on the Sicard Hollow Athletic Complex site at 4851 Sicard Hollow Road, Vestavia Hills, AL 35242

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,752,238.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes:

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- .1 Design phase milestone dates, if any:

Schematic Design – March 2026
Design Development – June 2026
Construction Documents – September 2026

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216
205-978-0195

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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(List name, address, and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

.2 Land Surveyor:

Retained under Architect.

.3 Geotechnical Engineer:

Not anticipated at this time.

.4 Civil Engineer:

Retained under Architect.

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

None anticipated at this time.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Billy R. Morace, Jr.
Project Manager
1800 International Park Drive
Suite 300
Birmingham, AL 35243
205-969-2696

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User Notes:

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, AL 35203

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.2 Mechanical, Plumbing, Fire Protection & HVAC Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, AL 35203

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.3 Electrical Engineer:

Hyde Engineering
3120 8th Avenue South
Birmingham, AL 35233

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.4 Civil Engineer:

Caprine Engineering LLC
3 Office Park Circle #226
Birmingham, AL 35223

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.5 Landscape Architect:

Renta Urban Land Design
5236 Caldwell Mill Road
Birmingham, AL 35242

§ 1.1.12.2 Consultants retained under Supplemental Services:

None anticipated at this time.

§ 1.1.13 Other Initial Information on which the Agreement is based:

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§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or

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umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, with policy 1. Worker's 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 that the Contractor qualifies to pay its own workers' compensation claims.

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§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Four Million (\$ 4,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to

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determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- 1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- 2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed

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construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

1. conduct inspections to determine the date of Substantial Completion and the date of final completion;

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- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple preliminary designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	

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§ 4.1.1.13	Cost estimating	
§ 4.1.1.14	On-site project representation	
§ 4.1.1.15	Conformed documents for construction	
§ 4.1.1.16	As-designed record drawings	
§ 4.1.1.17	As-constructed record drawings	
§ 4.1.1.18	Post-occupancy evaluation	
§ 4.1.1.19	Facility support services	
§ 4.1.1.20	Tenant-related services	
§ 4.1.1.21	Architect's coordination of the Owner's consultants	
§ 4.1.1.22	Telecommunications/data design	
§ 4.1.1.23	Security evaluation and planning	
§ 4.1.1.24	Commissioning	
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	
§ 4.1.1.27	Furniture, furnishings, and equipment design	
§ 4.1.1.28	Other services provided by specialty Consultants	
§ 4.1.1.29	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD if needed.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD if needed.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work,

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constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Twenty-Four (24) visits to the site by the Architect during construction
- .3 Included above (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Included above (0) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or

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(2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **Twenty-Four** (**24**) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the

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Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity

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to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- 1 Termination Fee:

TBD

- 2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TBD

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term “Work” shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

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\$29,400.00

- 2 Percentage Basis
(Insert percentage value)

SEVEN (7) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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- 3 Other
(Describe the method of compensation)

Landscape Architecture
Mileage exceeding (40) miles will be reimbursed at the standard federal government rate
Drawing reproductions
Postage
Delivery
Outsourced Renderings
Travel
Overnight Stays
Cost of Advertisement for Bids

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services are not anticipated at this time.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20) %, or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15) %
Design Development Phase	Twenty-Five percent (25) %
Construction Documents Phase	Thirty-Five percent (35) %
Procurement Phase	Five percent (05) %
Construction Phase	Twenty percent (20) %

Total Basic Compensation	one hundred percent (100.00 %)
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The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be

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providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Principals/Senior Technical Staff	\$325.00
Principals/Senior Associates	\$285.00
Junior Principals	\$190.00
Creative Director	\$220.00
Associates	\$175.00
Staff Architect/Technical Staff	\$150.00
Intern Architect/Interior Designer	\$135.00
Graphic Designer	\$150.00
Draftsmen	\$110.00
Administrative Staff	\$100.00

Deleted:

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

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§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid, Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

3 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- 2 Building Information Modeling Exhibit, if completed:

N/A

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3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☒] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[☒] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architects Basic Services Scope

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

First Addendum to Standard Form Agreement between Owner and Architect, Construction Manager as Adviser Edition and General Conditions of the Contract

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)
«Ashley C. Curry
Its Mayor

OWNER (Signature)
Jeffrey D. Downes
Its City Manager« »

ARCHITECT (Signature)

«Everett Hatcher »«President »

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Deleted: (Printed name and title)

Deleted: (Printed name, title, and license number, if applicable)

AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

New Parks & Rec Maintenance Facility and Fire Station Bay
Sicard Hollow Athletic Complex Site
4851 Sicard Hollow Road
Vestavia Hills, AL 35242

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Doster Construction Company, Inc.
2100 International Park Drive
Birmingham, AL 35243

THE OWNER:

(Name, legal status, and address)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

THE ARCHITECT:

(Name, legal status, and address)

CMH Architects, Inc.
1800 International Park Drive, Suite 300
Birmingham, AL 35243

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT AND CONSTRUCTION MANAGER
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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

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

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

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the

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Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such

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portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and

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cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the

Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified

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materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the

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cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

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§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

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issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;

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- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to

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the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to

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an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after

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expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

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

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

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information

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from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

STATE OF ALABAMA

JEFFERSON COUNTY

**FIRST ADDENDUM TO
STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT,
CONSTRUCTION MANAGER AS ADVISER EDITION
AND GENERAL CONDITIONS OF THE CONTRACT**

WITNESSETH THIS FIRST ADDENDUM TO STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT, CONSTRUCTION MANAGER AS ADVISER EDITION AND GENERAL CONDITIONS OF THE CONTRACT, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and CMH Architects, Inc., as "Architect", made and entered into on this the 7th day of October 2025.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and CMH Architects, Inc., as "Architect," have executed and delivered a Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition (being "AIA Document B132-2019") (hereinafter referred to as "Architect Contract" and General Conditions of the Contract (being "AIA Document A232-2019") hereinafter referred to as General Conditions") on this date; and

WHEREAS, the Owner and Architect wish to amend the Architect Contract and General Conditions by the execution and delivery of this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Architect hereby mutually and expressly amend the Architect Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Architect Contract and General Conditions to the contrary, the Owner and Architect agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Architect Contract and General Conditions:

I. AMENDMENTS TO THE ARCHITECT CONTRACT

A. Section 8.1.3 of the Architect Contract is amended to read in words and figures as follows:

“§8.1.3. The Architect shall defend, indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.”

B. The following language shall be added as **Section 2.6.9:**

COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Worker’s Compensation and Professional Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

(a) \$5,000,000 per Occurrence

(b) \$5,000,000 Aggregate.

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.

(b) The policy must be on an “occurrence” basis.”

- C. The following language shall be added as Article 10, **Section 10.10:**

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

- D. The following language shall be added as Article 10, **Section 10.11:**

“COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. General Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

II. **AMENDMENTS TO THE GENERAL CONDITIONS**

- A. Section 3.18.1 shall be amended to read in words and figures as follows:

“§3.18 Indemnification

§3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager’s and Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be

liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.”

- B. Section 10.3.3 is deleted in its entirety. ***This section dealt with the Owner (“City”) indemnifying and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, agents and employees, etc.***

- C. The following language shall be added to **Section 11.1.2:**

“This is a public works project. Therefore, the General Contractor shall provide and maintain a Performance Bond and Payment Bond as required by Title 39-1-1, *Code of Alabama, 1975.*”

- D. **Section 3.6** shall be amended to read in words and figures as follows:

“Title 40-23-4(a), *Code of Alabama, 1975*, exempts municipalities in Alabama from the requirement to pay sales tax. The Contractor and Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975.*”

- E. **Article 13, Section 13.6** shall be added and read as follows:

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

- F. **Article 13, Section 13.7** shall be added and read as follows:

“**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing

business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. General Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

III. RATIFICATION OF ARCHITECT CONTRACT AND GENERAL CONDITIONS

The Owner and Architect hereby ratify and reconfirm the terms, provisions, limitations and conditions of the Architect Contract and General Conditions that were not modified or otherwise amended by this First Addendum.

IV. CONFLICT

If any terms, provisions, limitations or conditions of AIA Form Document B132-2019 and AIA Form Document **A232-2019** conflict with this First Addendum, then in such event the terms, provisions, limitations and conditions of this First Addendum shall apply.

IN WITNESS WHEREOF, the Owner and Architect have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

ARCHITECT:

By

Its

ATTESTED

By

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Billy R. Morace, Jr. whose name as Project Manager of CMH Architects, Inc., is signed to the First Addendum to Architect Contract and General Conditions who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said CMH Architects, Inc. in Birmingham, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Architect Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Architect Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

SEAL



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3309 - An Ordinance
Authorizing the Mayor and City Manager to Execute a Limited
Scope Architectural Professional Service Contract to Begin the
Design Process for an Eastside Library Facility

Background:

Consistent with the Plan for Growth masterplan, an eastside library is contemplated for construction within the Sicard Hollow Athletic Complex. Williams Blackstock Architects have provided a limited scope architectural professional services contract to allow commencement of feasibility, space programming, concept design and summary documents to aid with fundraising and public involvement activities. This scope of work contemplates several public involvement and stakeholder meetings that will give direction to design opportunities and the ability to utilize the new facility for a multitude of uses.

Recommendation:

It is recommended to approve the contract to provide a more detailed design for future construction drawings and budget evaluation.

Fiscal Impact:

The anticipated fee for the proposed scope of work is \$7,500 for the feasibility efforts, \$56,500 for space programming and concept design, and \$5,000 for support documents. The contract would utilize funds from a public financing vehicle to be determined by the City Council.

Attachments:

1. Ordinance 3309
2. 2025.11.12_VH Library Proposal

ORDINANCE NUMBER 3309

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A LIMITED ARCHITECTURAL AGREEMENT FOR COMMENCEMENT OF FEASIBILITY, SPACE PROGRAMMING, CONCEPT DESIGN AND SUMMARY DOCUMENTS TO AID WITH FUNDRAISING AND PUBLIC INVOLVEMENT ACTIVITIES FOR AN EASTSIDE LIBRARY

WHEREAS, consistent with the Plan for Growth masterplan, an eastside library is contemplated for construction within the Sicard Hollow Athletic Complex; and

WHEREAS, Williams Blackstock Architects have provided a limited scope architectural professional services contract to allow commencement of feasibility, space programming, concept design and summary documents to aid with fundraising and public involvement activities, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance 3309 as if written fully therein. This scope of work contemplates several public involvement and stakeholder meetings that will give direction to design opportunities and the ability to utilize the new facility for a multitude of uses; and

WHEREAS, it is recommended to approve the contract to provide a more detailed design for future construction drawings and budget evaluation; and

WHEREAS, the anticipated fee for the proposed scope of work is \$7,500 for the feasibility efforts, \$56,500 for space programming and concept design, and \$5,000 for support documents; and

WHEREAS, the contract would utilize funds from a public financing vehicle to be determined by the City Council; and

WHEREAS, the Mayor and the City Council have found that it is in the best public interest to accept the City Manager's recommendation and authorize the execution of the contract detailed in Exhibit A.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and the City Manager are hereby authorized to execute and deliver said agreement pursuant to the proposal as detailed in Exhibit A; and
2. The proposed fees would utilize funds from a public financing vehicle to be determined by the City Council; and

3. This Ordinance Number 3309 shall become effective immediately upon adoption and approval by the City Council following posting/publication pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED, this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3309 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

November 12, 2025

Mr. Jeff Downes, City Manager
City of Vestavia Hills
1032 Montgomery Highway, Vestavia Hills, AL 35216
205.978.01695

Re: Vestavia Hills Library in the Park
Proposal for Architectural and Engineering Services

Jeff,

Thank you for the opportunity to continue our working relationship with the City of Vestavia Hills and appreciate the opportunity to submit a fee proposal for the preliminary programming and planning of a new Library in the Park. We understand that as part of a larger master plan for Sicard Hollow, a new branch library is planned to be included in the future park developments. As part of this effort, we will work with the City, Vestavia Hills Library, and Doster to develop goals for the project, a preliminary program, and a conceptual design to communicate the vision, project scope and funding required to make the Library in the Park a realized success.

PROJECT SCOPE

We understand the scope of the new library has not been fully developed and a focus of our services will be to lead an effort to plan and program the new branch library. This effort will develop a list of project goals, functional needs for the site and building, room types and sizes, and a preliminary cost estimate for the project. To help communicate the results of the planning effort, a conceptual vision and capital campaign document will also be developed. This piece will help communicate to the City and constituents the overall scope of the project, including conceptual site plans, building plans, and conceptual rendering(s) to illustrate what the building may look like. A summary of the preliminary planning and programming effort, project goals, library services, and project cost will also be included to outline both the services and amenities planned to be provided to the community, and the capital needed to realize the new branch library.

We propose to structure the project scope in three phases, guiding you through an informed decision-making process.

1. First, we will focus on a Feasibility Study including a brief property and project goals assessment. This initial step allows us to define the project scope at a high level - with various options and corresponding budgets. This phase could also include community engagement forums and surveys to seek input from constituents that may affect programming considerations.
2. The second phase will be a Conceptual Design / Programming stage, aiming at further defining the project scope with a preliminary programming effort and some conceptual designs on how the building may be designed and look. This stage builds upon the initial assessment to provide a refined project budget and visioning materials for fundraising efforts.
3. Finally, the last phase of work will be developing a summary document that can be used to present the project to stakeholders and the community at large. The focus of the document would be to outline the project vision, scope and cost to garner support and aid in fundraising for the project.

A detailed description of the phased work is outlined below in our description of services.

Following the planning phase and the preliminary programming is mostly complete, we could move into Basic Design Services, which would include a final program verification with all stakeholders, full design services, and construction administration. At this point, we would submit a separate proposal based on the established program and project scope.

BUDGET

Based on initial discussions we understand the tentative construction budget has not been identified. We will help you establish an overall project budget as more of the project is defined. Our initial work in the first phase of the planning effort will include development of feasibility options for a better understanding of budget needs and “order of magnitude” cost.

We will also work with you and Doster Construction (Program Manager) to develop an overall project budget that incorporates the construction cost, furniture cost, and other costs necessary for the entire project.

SCHEDULE

Concerning the schedule, we will coordinate with you and your project team to develop an overall schedule for both design and construction phases to meet your needs.

At a high level, based on initial discussions with Doster Construction we anticipate a planning schedule could include:

Phase 1

- Feasibility Study 4 – 8 weeks Nov ‘25 – Jan 2026
Holiday schedules and stakeholder availability may impact this duration.

Phase 2

- Preliminary Programming 1 month Jan ‘26 – Feb 2026
- Conceptual Design 1 month Feb – March

Phase 3

- Summary / Campaign Document 2 – 4 weeks March - April

TEAM

We have worked with many consultants and engineers over the years. We understand that Caprine Engineering has been involved and would be utilized for some part of this study.

When more is known about the project and we move into basic design services, we will propose specific team members to fill out the design team as part of the basic services effort.

SCOPE OF SERVICES

Based on our discussions we propose to organize our work as outlined below –

PHASE 1 – Feasibility Study

We will conduct a kickoff meeting to introduce our team and all of the project stakeholders. This meeting will set out to identify the large project goals, identify desired program spaces, amenities, and services to be provided, and the overarching goals for the new branch library. We will take the initial information gathered and begin to analyze the property, discuss your existing challenges, growth goals and plans for future library needs, and assess the site's potential for accommodating a new branch library.

As part of this effort, we can formulate surveys and conduct town hall meetings to seek constituent insight and input. This information will help to create support in the community, a sense that constituents have been heard and offer valuable considerations for the building program and services to be provided in the new branch library.

This will give you different options (high-level concepts) to consider for the overall project, along with estimated square foot costs based on recent project data, to help you decide how to move forward.

We would expect that three initial options could be considered, ranging in size, amenities included, and estimated cost.

PHASE 2 - Initial Space Programming / Concept Design Phase

We propose to conduct this phase to help you develop the project vision, and further define the overall project scope and program, by considering several scope options and functional considerations, options and decisions including –

- **New Branch Library** – Develop space needs for a new facility currently envisioned as –
 - Library Space Needs – Develop the specific space needs for the library branch.
 - Meeting Rooms – Develop options for meeting space that is available to the library and greater community for organization meetings, public events and functions, and library programs.
 - Administration – Offices for staff.
 - Café / Food Services – Minimal accommodations expected.
 - Outdoor Functions – Study options for outdoor gathering / learning space, future facility expansion, or future courts at the site.
 - Parking – Maximize parking on the site and look at nearby public or shared parking options that could be planned and coordinated.
- **Arts and STEM Program(s)** – Fully assess inclusion and scope options for a community art and or STEM component to the building program.
 - Gallery Space
 - Meeting / Auditorium Space
 - Studio Space for classes and programs offered to the public.
 - Maker Space
 - Computer Lab

Our work for this phase will include –

1. Stakeholder Input – small group, in-person meetings to discuss and gather input for developing proposed scope of work. Stakeholders will include a variety of library, city, and user representatives. Additional resources such as online surveys could be used to help gather input and further develop the scope for all facility needs and goals.
2. Existing Library Facilities Assessment – We will tour your existing library to understand how you work and function, what aspects should be considered in the branch, what new or improved features should be considered, etc. This effort might also include touring peer facilities for information gathering, we refer to this exercise as “benchmarking.”
3. Development Options – Based on the above information we will develop various facility layout options for review and discussion with the library, including –
 - i. Concept Layouts – This preliminary phase will include basic layout concepts to convey and understand space size, adjacencies, potential features, and amenity options for each scheme. We will review options (3) and work with you to narrow it down to a preferred concept to be included in final drawings and rendering(s).
 - ii. “Order of Magnitude” Cost Estimate – Preliminary budget ranges will be developed to better define feasibility of how to proceed with the initial scope and potential future phases. We will work with Doster to develop this preliminary cost estimate.
 - iii. Deliverables – At this preliminary phase we will provide –
 1. Concept layouts for each proposed option.
 2. “Order of Magnitude” budget ranges for each proposed option
 3. Final Option -
 4. Space program summary outlining space needs.
 5. Conceptual floor plan and site plan for selected option.
 6. Concept rendering to help illustrate the facility.
 7. Visioning materials to provide examples of what the facility may look like and include.
 8. Conceptual pricing from a professional cost estimator (this could be Doster).

PHASE 3 – Summary Campaign Document

Once we have completed Phase 2 to help you further develop the project scope and program, we will work with you to develop a professionally composed brochure that outlines the content and data from the planning and programming effort, the conceptual design drawings and renderings, the preliminary cost estimates, and additional information to garner support and encourage a positive engagement with the community on the plans for the project. We have developed several of these documents in collaboration with our clients and could share examples if that is helpful.

FEE

We propose to provide the Phase 1 services at an hourly rate; we have identified an estimate of how much time will be required for the first phase and will notify you if the time is beginning to exceed this estimate.

- **Phase 1 – Feasibility Study** \$ 7,500 *(hourly estimate not to exceed)*

We propose to provide the Phase 2 and 3 services as a lump sum fee.

- **Phase 2 - Initial Space Programming / Concept Design Phase**
 - Preliminary Programming \$ 11,500
 - Conceptual Design \$ 34,000
 - Engineering Assessment \$ 5,500
 - Professional Cost Estimate \$ 5,500 *(if needed by WBA)*
- **Phase 3 – Summary Campaign Document** \$ 5,000

ADDITIONAL SERVICES

The services outlined below are outside the limits of typical Basic Services and other services already outlined above. We have provided a description of additional services, and their cost if any for this project. If any of these services not currently anticipated need to be added later, we will work with you to develop a detailed scope of the additional services. If necessary and approved by you, these services would be provided at 1.2 times the direct cost of the work.

<i>Additional Services Not Included</i>	<i>Comment</i>
• Detailed Professional Cost Estimating	Not anticipated this phase.
• Civil Engineering	Not anticipated this phase.
• Landscape Architecture	Not anticipated this phase.
• Furniture, Fixtures & Equipment	Not anticipated this phase.
• Professional Renderings	Not anticipated this phase.
• Graphic Design, Signage, Wayfinding	Not anticipated this phase.
• Boundary & Topographic Survey	Not anticipated this phase.
• Geotechnical subsurface report & consulting	Not anticipated this phase.
• Site utility infrastructure design	Not anticipated this phase.
• Electrical infrastructure design	Not anticipated this phase.

REIMBURSABLE SERVICES

Reimbursable expenses are in addition to compensation incurred by the Architect and our consultants in the interest of the Project and include drawing reproductions, postage, delivery, outsourced renderings, travel, overnight stays, and cost of advertisement for bids. Reimbursable expenses will be invoiced at 1.1 times direct cost. Mileage for trips exceeding 20 miles will be invoiced at the standard government reimbursable rate.

We are truly honored to be considered for this project and look forward to collaborating with you on a new Library in the Park that will serve the City for many decades to come. If after reviewing this proposal you find the agreement acceptable, please sign below to indicate approval.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Foley', with a stylized flourish at the end.

Matt Foley, Partner

Enclosures: Exhibit A - Hourly Rates

Approved by: _____

Date: _____

Exhibit A

2025 HOURLY RATES

WILLIAMS BLACKSTOCK ARCHITECTS

Managing Principal	\$295.00
Principal	\$245.00
Senior Project Manager	\$205.00
Project Manager	\$190.00
Assistant Project Manager	\$175.00
Staff Arch / Interior Designer – Level 3	\$150.00
Staff Arch / Interior Designer – Level 2	\$135.00
Staff Arch / Interior Designer – Level 1	\$120.00
Senior Graphic Designer	\$155.00
Graphic Designer	\$145.00
Designer	\$130.00
Intern / Draftsmen	\$ 75.00
Administrative – Staff	\$ 60.00

END – Exhibit B

RESOLUTION NUMBER 5612

A RESOLUTION APPOINTING MEMBERS TO THE VESTAVIA HILLS DESIGN REVIEW BOARD

WHEREAS, the Vestavia Hills Design Review Board have upcoming vacancies and said appointments are needing to be staggered; and

WHEREAS, the Mayor has recommended the following appointments:

Joe Ellis for a one-year term expiring 12/31/2026; and
John Wood for a two-year term expiring 12/31/2027; and
Chris Pugh for a two-year term expiring 12/31/2027; and
David Giddens for a three-year term expiring 12/31/2028; and
Jeff Slaton for a three-year term expiring 12/31/2028; and

WHEREAS, the City Council feel it is in the best public interest to accept said recommendation of the Mayor for the above detailed appointments.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY
COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The following appointments are made for the Vestavia Hills Design Review Board:

Joe Ellis for a one-year term expiring 12/31/2026; and
John Wood for a two-year term expiring 12/31/2027; and
Chris Pugh for a two-year term expiring 12/31/2027; and
David Giddens for a three-year term expiring 12/31/2028; and
Jeff Slaton for a three-year term expiring 12/31/2028; and

2. Said appointments are effective immediately upon adoption and approval of Resolution Number 5612.

ADOPTED and APPROVED this the 22nd day of December, 2025.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

MEMORANDUM

TO: Vestavia Hills City Council

FROM: *ack* Ashley C. Curry, Mayor

DATE: December 16, 2025

RE: Re-appointments to Vestavia Hills Design Review Board

I would like to recommend the following members of the Vestavia Hills Design Review Board be reappointed effective immediately:

Joe Ellis for a one-year term expiring 12/31/2026
John Wood for a two-year term expiring 12/31/2027
Chris Pugh for a two-year term expiring 12/31/2027
David Giddens for a three-year term expiring 12/31/2028
Jeff Slaton for a three-year term expiring 9/30/2028

Thank you.

RESOLUTION NUMBER 5613

A RESOLUTION APPOINTING MEMBERS TO THE VESTAVIA HILLS BOARD OF ZONING ADJUSTMENT

WHEREAS, the Vestavia Hills Board of Zoning Adjustment has upcoming vacancies; and

WHEREAS, the Mayor has recommended the following appointments:

Vinay Patel as a full member for a three-year term expiring 10/31/2028; and
Thomas Parchman as a full member for a three-year term expiring 10/31/2028; and
Alan Crotwell as an alternate member for a three-year term expiring 10/31/2028; and

WHEREAS, the City Council feel it is in the best public interest to accept said recommendation of the Mayor for the above detailed appointments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The following appointments are made for the Vestavia Hills Board of Zoning Adjustment:

Vinay Patel as a full member for a three-year term expiring 10/31/2028; and
Thomas Parchman as a full member for a three-year term expiring 10/31/2028; and
Alan Crotwell as an alternate member for a three-year term expiring 10/31/2028; and

2. Said appointments are effective immediately upon adoption and approval of Resolution Number 5612.

ADOPTED and APPROVED this the 22nd day of December, 2025.

Ashley Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

MEMORANDUM

TO: Vestavia Hills City Council

FROM: *acc* Ashley C. Curry, Mayor

DATE: December 16, 2025

RE: Appointments to Vestavia Hills Board of Zoning Adjustment

I would like to recommend the following members of the Vestavia Hills Board of Zoning Adjustment be reappointed effective immediately:

Vinay Patel as a full member for a three-year appointment expiring 10/31/2028
Thomas Parchman for a three-year term expiring 10/31/2028

I would like to recommend Alan Crotwell be appointed as an alternate member for a three-year term effectively immediately and expiring 10/31/2028.

Thank you.



**CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Jeff Downes, City Manager

From: Robert Wilson, Forensic Services

Cc: Shane Ware, Police Chief
Rebecca Leavings, City Clerk

RE: Resolution Number 5614 - A resolution declaring certain property as surplus and authorizing the City Manager and the Vestavia Hills Police Department to destroy said items pursuant to a certain court order

Background:

These vehicles were "cloned" vehicles awarded to the VHPD to be used for law enforcement services by court order. The court order added that once the vehicles are no longer useful, they shall be destroyed. This Resolution is to declare these vehicles as surplus and to authorize them to be destroyed.

Recommendation:

The VHPD recommend approval.

Fiscal Impact:

na

Attachments:

1. Resolution 5614
2. Council MEMO

RESOLUTION NUMBER 5614

A RESOLUTION DETERMINING THAT CERTAIN PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE SALE/DISPOSAL OF SAID SURPLUS PROPERTY

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

WHEREAS, the City has determined that it would be in the best public interest to sell or dispose of said property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

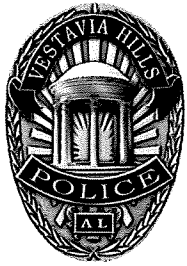
1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5614 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS

POLICE DEPARTMENT

ASHLEY C. CURRY
Mayor

SHANE WARE
Chief of Police

MEMORANDUM

TO: Ms. Rebecca Leavings, City Clerk
FROM: Captain Michael Keller

DATE: December 16, 2025

SUBJECT: Request for City Council Resolution authorizing the destruction of cloned VIN vehicles awarded to the Vestavia Hills Police Department by court order.

Purpose

The purpose of this memorandum is to request that the Vestavia Hills City Council consider and adopt a formal resolution authorizing the Vestavia Hills Police department to **destroy vehicles bearing cloned or fraudulent Vehicle Identification Numbers (VINs)** awarded to the Police Department. This is in compliance with Title 32-8-86 of the Code of Alabama 1975, requiring the vehicles be destroyed after fulfilling their usefulness.

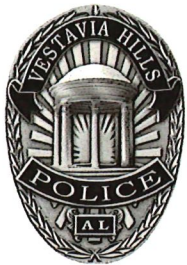
Vehicles

1- 2016 Dodge Challenger SXT, White, VIN- 2C3CDZAG2GH316138

RE: 01-CV-2020-903708.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK
Date of award: December 9, 2020

2- 2014 Chevrolet Silverado, Black, VIN-1GCVKREH23Z287699

RE: 01-CV-2020-901251.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK
Date of Award: November 2, 2020



VESTAVIA HILLS

POLICE DEPARTMENT

ASHLEY C. GURRY
Mayor

SHANE WARE
Chief of Police

Summary

Attached you will find copies of the original court orders awarding the vehicles to the Vestavia Hills Police Department. Please note in the Final Order, section 2 requires the destruction of the vehicles once they have become unserviceable.

Please feel free to contact me with any questions you may have regarding this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Michael Keller", with a long horizontal flourish extending to the right.

Michael Keller, Captain
Vestavia Hills Police Department



AlaFile E-Notice

01-CV-2020-901251.00

Judge: ELISABETH A. FRENCH

To: DRAKE ROBERT ALEXANDER
draker@jccal.org

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA V. ONE (1) 2014 CHEVROLET SILVERADO ET AL
01-CV-2020-901251.00

A court action was entered in the above case on 11/2/2020 3:17:19 PM

ORDER

[Filer:]

Disposition: GRANTED
Judge: EAF

Notice Date: 11/2/2020 3:17:19 PM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL, 35203

205-325-5355
jackie.smith@alacourt.gov



ELECTRONICALLY FILED
11/2/2020 3:15 PM
01-CV-2020-901251.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: CV-2020-901251.00
	)	
CHEVROLET SILVERADO ONE (1) 2014,	)	
BROWN DONOVAN REMON,	)	
SANKS JASSIE,	)	
Defendants.	)	

FINAL ORDER

This is a Condemnation action filed by the State of Alabama. Notice to all parties was given advising them to make any claim they may have to the property sought to be condemned. No claims have been filed. Accordingly, upon motion by the State, default judgment is rendered against the Defendants.

Therefore, it is hereby, ORDERED, ADJUDGED and DECREED as follows

1. The One (1) 2014 Chevrolet Silverado (VIN: 1GCVKREH2EZ287699) identified by the State's Petition filed herein, is declared to be contraband, and is hereby CONDEMNED and FORFEITED to the State of Alabama, pursuant to the provisions of Ala. Code § 32-8-86 (1975), *et seq.*
2. At the request of the State, and in accordance with the law of this state, said vehicle is awarded to the Vestavia Hills Police Department, and may be retained for official use or destroyed. If said vehicle is retained for official use, it shall be destroyed upon becoming unserviceable.
3. All other related claims to the above described, if any, are forever barred.
4. Court costs shall be paid by the State of Alabama.

DONE this 2nd day of November, 2020.

/s/ ELISABETH A FRENCH
CIRCUIT JUDGE

EAF/bw
Cc: all parties



AlaFile E-Notice

01-CV-2020-903708.00

Judge: ELISABETH A. FRENCH

To: DRAKE ROBERT ALEXANDER
draker@jccal.org

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

STATE OF ALABAMA V. ONE (1) 2016 DODGE CHALLENGER SXT ET AL
01-CV-2020-903708.00

A court action was entered in the above case on 12/9/2020 9:34:50 AM

ORDER

[Filer:]

Disposition: GRANTED
Judge: EAF

Notice Date: 12/9/2020 9:34:50 AM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL, 35203

205-325-5355
jackie.smith@alacourt.gov



ELECTRONICALLY FILED
12/9/2020 9:35 AM
01-CV-2020-903708.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

STATE OF ALABAMA,	)	
Plaintiff,	)	
	)	
V.	)	Case No.: CV-2020-903708.00
	)	
DODGE CHALLENGER SXT ONE (1) 2016,	)	
WATTS KAMAU KASHEIF,	)	
Defendants.	)	

FINAL ORDER

This is a Condemnation action filed by the State of Alabama. It appears that notice to all parties was given advising them to make any claim they may have to the property sought to be condemned. No claims have been filed. Accordingly, upon motion by the State, default judgment is rendered against the Defendants.

Therefore, it is hereby, ORDERED, ADJUDGED and DECREED as follows

1. The One (1) 2016 Dodge Challenger SXT bearing VIN# 2C3CDZAG2GH316138 identified by the State's Petition filed herein, is declared to be contraband, and is hereby CONDEMNED and FORFEITED to the State of Alabama, pursuant to the provisions of Ala. Code 1975 § 32-8-86, *et seq.*
2. At the request of the State, and in accordance with the law of this state, said vehicle is awarded to the Vestavia Hills Police Department, and may be retained for official use or placed in a crusher and destroyed. If said vehicle is retained for official use, it shall be placed in a crusher and destroyed, upon becoming unserviceable.
3. All other related claims to the above described, if any, are forever barred.
4. Any and all costs of Court related thereto are hereby WAIVED.

DONE and ORDERED this 9th day of December, 2020.

/s/ ELISABETH A FRENCH
CIRCUIT JUDGE

EAF/bw
cc: all parties



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Resolution Number 5615 - A Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Rice Advisory for the Purpose of Evaluating Public Financing Options and Commencing Preliminary Actions Associated with the Plan for Growth

Background:

The City of Vestavia Hills developed a masterplan to address service needs in the eastern portion of the city. This plan includes FY 26 and FY 27 projects. The FY 27 projects will require a public financing solution to fully execute the capital investments. The City has utilized Rice Advisory for a long time to assist with public financing guidance. Rice Advisory's professional services agreement with the City has expired. This resolution will activate our agreement with them through the end of the current fiscal year under the same terms as the expiring contract.

Recommendation:

It is recommended to approve the extension of this professional services contract.

Fiscal Impact:

No immediate fees will be assessed unless the proposed projects proceed to construction. In the event of utilizing a financing option fees will be assessed at closing.

Attachments:

1. Resolution 5615
2. PROFESSIONAL SERVICES AGREEMENT - Rice Advisory LLC_City of Vestavia Hills - 12-11-25

RESOLUTION NUMBER 5615

A RESOLUTION A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RICE ADVISORY FOR THE PURPOSE OF EVALUATING PUBLIC FINANCING OPTIONS AND COMMENCING PRELIMINARY ACTIONS ASSOCIATED WITH THE PLAN FOR GROWT

WHEREAS, the City of Vestavia Hills developed a masterplan to address service needs in the eastern portion of the city; and

WHEREAS, this plan includes FY 26 and FY 27 projects; and

WHEREAS, the FY 27 projects will require a public financing solution to fully execute the capital investments; and

WHEREAS, the city has utilized Rice Advisory (“Rice”) for a long time to assist with public financing guidance; and

WHEREAS, Rice Advisory's professional services agreement with the city has expired; and

WHEREAS, this resolution will activate the City’s agreement with Rice through the end of the current fiscal year under the same terms as the expiring contract with execution of a new Professional Services Agreement a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution number 5615 as if written fully therein; and

WHEREAS, the City Manager has recommended this extension of the professional services agreement in order to evaluate public financing options and commencing preliminary actions associated with the Plan for Growth; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the City Manager’s recommendation and extend said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to execute and deliver the agreement with Rice as detailed in the attached Exhibit A; and
2. This Resolution number 5615 is effective immediately upon adoption and approval.

APPROVED and ADOPTED this the 22nd day of December, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into between the City of Vestavia Hills, Alabama (hereinafter called the “City”) and Rice Advisory, LLC (hereinafter called the “Financial Advisor”), whose offices are located at 250 Commerce Street, 3rd Floor, Montgomery, Alabama 36104.

NOW, THEREFORE, the City and the Financial Advisor mutually agree as follows:

1 **Scope of Services.**

The Financial Advisor shall provide financial advisory services on an ongoing basis to the City as may be directed. Pursuant to the terms of this Agreement, it is expressly understood that the Financial Advisor represents only the City. For the purposes of this Agreement, “City” shall include those agencies, component units, authorities and public corporations, which are, or may become, authorized to incur debt. The scope of services to be performed shall include, but not be limited to:

- a) Assisting the City in financial analysis and suggesting possible revisions to the City’s debt policies and strategies;
- b) Advising the City on continuing matters relating to its overall debt management including actions to be taken by the City to improve or maintain the credit ratings of the City;
- c) Analyzing financing alternatives for the City;
- d) Preparation of Requests for Proposals (RFPs) in advance of any contemplated City financing projects and distribution of such RFPs to a wide selection of capable professional firms;
- e) Evaluation of financial proposals received by the City from underwriters, banks and other entities (including those received pursuant to RFPs) and assisting the City and its counsel in the selection of professionals for participation in City financing projects;
- f) Working to minimize the professional fees and expenses payable in connection with any City financing in order to produce the lowest possible effective financing costs for the City;
- g) Comparing the debt management practices of the City with those of other municipalities and making recommendations for improvements;
- h) Preparing analyses and evaluations of potential refunding and new money issues, to include cost-benefit analysis of credit enhancement, coordinating team communications and activities, providing document review, participation in due diligence and disclosure activities, reviewing underwriter’s analysis related to sizing, structure and flow of funds, allocation, advising on pricing and coordination of post-closing review;
- i) Providing as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing;
- j) Reviewing and evaluating financing options, derivative and other innovative products, financial feasibility studies, legal documents, and escrow agreements;
- k) Preparation of rating agency presentations, official statements and other disclosure materials;

- l) Monitoring congressional, legislative and regulatory developments which might impact the City;
- m) Assisting the City in the preparation of reports, disclosure documents and other tasks related to Dodd-Frank compliance requirements;
- n) Providing advice on economic incentives and innovative financing structures in support of the City's economic, industrial and commercial development initiatives, including providing support in all recruitment efforts of the City;
- o) Attendance at City Council meetings or meetings of other City boards and agencies as requested, with reasonable notice provided;
- p) Participation in all teleconferences as requested; and
- q) Providing other financial advisory services as requested.

2 **Compensation.**

- a) **Per-transaction fee.** With respect to the issuance of each series of bonds, notes or other debt of the City or its agencies, the fees to the Financial Advisor will be determined on a cost per \$1,000.00 basis, with no such per-transaction fees payable until and unless a transaction is closed, as shown below:
 - i) For amounts up to \$10 million: \$2.00 per \$1,000.00 with a minimum fee of \$20,000.00;
 - ii) For amounts over \$10 million up to \$15 million: \$1.90 per \$1,000.00 for the amount above \$10 million, plus amount due pursuant to (i) above;
 - iii) For amounts over \$15 million up to \$20 million: \$1.80 per \$1,000.00 for the amount above \$15 million, plus amount due pursuant to (i) and (ii) above;
 - iv) For amounts over \$20 million: \$1.70 per \$1,000.00 for the amount above \$20 million, plus amount due pursuant to (i), (ii) and (iii) above, provided, however, that in no case shall the Financial Advisor's total per-transaction fee exceed \$50,000.00 for any transaction.
- b) **Hourly fee.** There will be no additional charge, hourly or otherwise, for work completed in connection with a specific financing transaction of the City as described in paragraph 2(a) above. Fees for general financial advisory services not connected to a specific financing transaction will be billed monthly, in arrears, on the first day of each month thereafter for the term of this Agreement at the rate of \$150.00 per hour. Such hourly fees will be payable only for work performed by Registered Municipal Advisors employed by the Financial Advisor. No hourly fee work will be commenced without the City's authorization, and the Financial Advisor will be required to provide the City with written "not to exceed" estimates before commencing such work.
- c) **Expenses.** No reimbursement will be expected for normal operating expenses or general office overhead including telephone, regular postage, and related items. Automobile travel to locations other than the City in furtherance of City business will be reimbursed at the rate of \$0.50 per mile. At no time will the City incur any such expense without first discussing with the Financial Advisor.
- d) **Per-transaction expenses.** Expenses directly attributable to a specific transaction will be reimbursed at cost. In no event will the total cost of reimbursable expenses for any

single transaction exceed \$2,500 for such transaction unless approved in advance by the City.

- e) **Other expenses.** Other costs of any transaction, for example: bond counsel fees, disclosure counsel fees, rating agency fees, printing, and other related costs are considered outside of the definition of reimbursable expenses as contemplated above. However, the Financial Advisor will be involved in minimizing these costs, where and when appropriate, on behalf of the City.

3 Independent Contractor. The Financial Advisor acknowledges and agrees that it is an independent contractor and this agreement does not create an employer-employee relationship between the Financial Advisor and the City.

4 Insurance. The Financial Advisor does hereby agree to name the City as “Additional Insured-As Their Interest May Appear,” in its Commercial Auto Liability Insurance and Commercial General Liability Insurance; and to keep in effect at all times during the term of this Agreement the following minimum limits of insurance, and to provide the City with Certificates of Insurance with a 30 day Notice of Cancellation evidencing such insurance:

Commercial Automobile Liability Insurance including Hired and Non-Owned Auto Liability: \$1,000,000 Combined Single Limit of Liability;

Commercial General Liability Insurance: \$1,000,000 Combined Single Limit Per Occurrence/\$2,000,000 Aggregate Limit of Liability; \$1,000,000 Personal and Advertising Injury; \$2,000,000 Products and Completed Operations Liability;

Workers Compensation and Employers Liability Insurance: Insurance must meet the insurance requirements as set forth in the current Workers Compensation Act of the State of Alabama. Minimum Employers Liability Limits: \$1,000,000 Each Accident; \$1,000,000 Disease Each Employee; \$1,000,000 Disease policy Limit.

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

6 Indemnification. The Financial Advisor shall indemnify, hold harmless, and defend the City, its officers, employees, council members, agents, and representatives from and against any and all liens, claims, actions, suits, damage judgments, liabilities, causes of action, assessments, fines, loss, injuries (including death), costs and/or expenses (including without limitation attorneys fees and all other costs and expenses), amounts paid in settlement or otherwise suffered or incurred by the City, its officers, employees, council members, agents, or representatives caused by, arising out of, or by reason of any wrongful act, omission, or non-action of the Financial Advisor or its officers, employees, agents, servants, sub-contractors, or representatives arising from, incidental to or in any way related to the Financial Advisor’s services under this Agreement.

7 No Assignment. No part of this Agreement, nor any right, obligation, or privilege created or provided hereunder, shall be assigned or transferred unless the City shall first approve the same in writing, nor shall the Financial Advisor attempt to sell or attempt to transfer this Agreement or any rights hereunder to another without written approval of the City.

8 Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, termination, or any alleged breach thereof (which dispute is not resolved by negotiation between the parties within thirty days after written demand therefor is made by either party), shall, upon thirty days written notice by either party to the other, first be resolved by the parties attempting mediation in the City, by a single mediator pursuant to the Alabama Civil Court Mediation Rules. The parties shall share equally the costs of the Mediator, and each party shall bear its own costs. If the dispute is not resolved by mediation within sixty days of the commencement of the mediation, either party may elect to litigate the dispute in the state or federal courts located in the State of Alabama.

9 Term of Agreement. This Agreement shall be effective upon the date of its execution and shall terminate on September 30, 2026. This Agreement may be extended for one (1) year term or on a month-to-month basis at the option of the City. In no event shall a term of this Agreement exceed a period of three (3) years.

10 Termination. The City may, at any time and without cause, cancel this Agreement by serving ninety (90) days written notice to the Financial Advisor of its intent to cancel. In the event of such cancellation, the City's only obligation to the Financial Advisor shall be payment for services rendered prior to the effective date of the cancellation. All information and work product developed by the Financial Advisor shall be turned over to and deemed the property of the City.

DONE this ____ day of _____, 2025.

THE CITY OF VESTAVIA HILLS, ALABAMA

RICE ADVISORY, LLC

By: _____
Its _____

By: _____
Its Managing Director



**CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO**

December 22, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Jamie Lee, Parks and Leisure Services Director

RE: Ordinance Number 3310 - An Ordinance Accepting a Bid for the City of Vestavia Hills Altadena Valley Park Veterans Memorial Plaza and Authorizing the Mayor and City Manager to execute any and all agreements for said project

Background:

The construction of the Altadena Valley Park Veterans Memorial Plaza is part of Strategic Plan Priority Area 3. This project is meant to continue improvements to the community's quality of life and amenities and is a part of the overall plan for the Altadena Valley Park complex. The project includes the construction of a covered veterans memorial plaza, ADA parking improvements, and enhanced landscaping.

Recommendation:

After review of the submitted bids, engineering recommends awarding the construction contract to Avery Landscaping and Associates LLC.

Fiscal Impact:

The construction and construction administration costs are budgeted in the approved FY26 budget for Capital Projects.

Attachments:

1. Ordinance 3310
2. Altadena Valley Park Veterans Memorial Plaza - Final - For Council

ORDINANCE NUMBER 3310

AN ORDINANCE ACCEPTING A BID FOR CONSTRUCTION OF THE ALTADENA VALLEY PARK VETERANS MEMORIAL PLAZA THE CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS “OWNER,” AND AVERY LANDSCAPING AND ASSOCIATES LLC, AS “CONTRACTOR.”

THIS ORDINANCE NUMBER 3310 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 22nd day of December, 2025.

WITNESSETH THESE RECITALS:

WHEREAS, on November 11, 2025 at 11:30 a.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for the Altadena Valley Park Veterans Memorial Plaza for the City of Vestavia Hills (“the Project”); and

WHEREAS, three bids were received and read, a tabulation which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3310 as if written fully therein; and

WHEREAS, the Engineering Department submitted a memorandum dated December 18, 2025, recommending acceptance of the bid package submitted by Avery Landscaping & Associates LLC pursuant to the attached proposal, a copy of which is marked as Exhibit B and is attached to and incorporated into this Ordinance Number 3310 for a budget estimated at \$478,729.50; and

WHEREAS, the Bid Specifications included, but are not limited to, the following contract documents prepared by the City and to be signed by the City of Vestavia Hills, Alabama, as “Owner,” and the lowest responsible bidder as “Contractor”:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Engineering and accept said bid as detailed above and to authorize the execution and delivery of the contract documents.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The bid submitted by Avery Landscaping & Associates LLC, as detailed in Exhibit B is attached and recommended by the City Manager and the Engineering Department is hereby accepted; and

2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to contract with Avery Landscaping & Associates LLC, including specifically, but not limited to the following contract documents:

- A. Contract AIA Document A101-2017.
- B. General Conditions AIA Document A201-2017.
- C. Performance Bond AIA Document A312-2010.
- D. Payment Bond AIA Document A312-2010.
- E. First Addendum to Contract and General Conditions; and

3. Funding for said project shall be expensed to the City's FY26 Capital Budget; and

4. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

5. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED this the 22nd day of December, 2025.

CITY OF VESTAVIA HILLS, ALABAMA

By _____
Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #3310 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 22nd day of December, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 202____.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS – Altadena Valley Park Veterans Memorial Plaza



VESTAVIA HILLS

OWNER

CITY OF VESTAVIA HILLS

1032 Montgomery Highway

Vestavia Hills, AL 35216

DATED: October 21, 2025

SPECIFICATION INDEX

CITY OF VESTAVIA HILLS – ALTADENA VALLEY PARK VETERANS MEMORIAL PLAZA
City of Vestavia Hills- Vestavia Hills, AL

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Appendices – Light fixtures

ADVERTISEMENT FOR BIDS AND NOTICE OF INTENT TO RECEIVE BIDS FROM BIDDERS

City of Vestavia Hills – Altadena Valley Park Veterans Memorial Plaza

Sealed proposals will be received by the City of Vestavia Hills, Alabama, hereinafter called the Owner, at QuestCDN reference number 9912784 until **11:30 am** local time on **November 19, 2025**, at which time they will be publicly opened and read via virtual video conference using Zoom for the:

CITY OF VESTAVIA HILLS – ALTADENA VALLEY PARK VETERANS MEMORIAL PLAZA

Zoom can be accessed using a direct invitation link sent via email (request this link from Rebecca Leavings, City of Vestavia Hills, at email: rleavings@vhal.org).

The project includes, but not limited to, the construction of a pavilion structure with hardscaping element, monument wall, irrigation, landscaping, and the necessary grading and drainage. This project is to be completed at the existing Altadena Valley Park.

The Contract Time for this project is 180 consecutive calendar days from the effective date of the written Notice to Proceed to Substantial Completion. Liquidated damages will be assessed if the time limit is exceeded.

For Qualifications, please see “Instructions to Bidders”

Contract documents may be examined at the following locations, by appointment only:

Vestavia Hills City Hall
Office of the City Clerk
1032 Montgomery Highway
Vestavia Hills AL 35216
rleavings@vhal.org or
efisher@vhal.org
Contact for appointment

Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addendum, obtained from any other source.

Questions regarding this project should be directed, in writing, to Ethan Fisher, City of Vestavia Hills (efisher@VHAL.org) up until 5:00pm local time, November 12, 2025 five (5) business days prior to bid opening. The final addendum to answer these questions will be posted prior to 5pm on November 14, 2025. Documents will be provided digitally in .pdf form only, neither Owner or Engineer will be responsible for the cost or printing of copies.

A non-mandatory pre-bid conference will be held on **November 4, 2025** at **11:00 am** local time at Vestavia Hills City Hall, 1032 Montgomery Highway, Vestavia Hills 35216 in the Executive Conference Room, 1st Floor City Hall. Attendance is recommended for Bidders intending to submit a bid.

Complete sets of electronic bidding documents (specifications and drawings) are available at www.QuestCDN.com at the above referenced number. Prior to downloading the bidding documents, bidders will be required to set up a QuestCDN.com account. Any expense to this account will be borne by the Owner. Hard copies of the bidding documents are the responsibility of the bidders. Contact QuestCDN, at 952-233-1632 or info@questcdn.com for assistance with navigating the website and digital project information.

Bids will only be accepted from contractors who are listed on the plan Holders List signifying that they have received a set of documents from QuestCDN.

NO BID PROPOSAL SHALL BE ACCEPTED AFTER THE TIME STATED FOR RECEIVING BID PROPOSALS IN THIS NOTICE.

The owner reserves the right to reject any Proposal for failure to comply with any requirements of the notice or with any requirements of the Contract Documents; however, owner may waive any minor defects or informalities at its discretion. The owner further reserves the right to reject any and all Proposals or to Award the contract to the Bid which is in the best interest of the Owner at its sole judgement.

No bid shall be considered or accepted by the Owner or Engineer unless at the time of its filing the same shall be accompanied by a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, in an amount not less than five percent (5%) of the proposal, but in no event more than ten thousand dollars (\$10,000), payable to the owner.

A separate performance bond and payment bond each in an amount equal to one hundred percent (100% of the contract price will be required at the contract execution. Carriers must be authorized to do business in the State of Alabama.

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE PROVISIONS OF THE STATE LAW GOVERNING GENERAL CONTRACTS, AS SET FORTH IN ALABAMA CODE SECTIONS 34-8-1 THROUGH SECTION 34-8-28 (1975), AS AMENDED, CHAPTER 4, SECTION 65 TO 82 (INCLUSIVE) OF TITLE 46 OF THE CODE OF ALABAMA OF 1940, AS AMENDED; AND BIDDERS SHALL BE GOVERNED BY SAID LAW INsofar AS IT IS APPLICABLE. THE ABOVE- MENTIONED PROVISIONS OF THE CODE MAKE IT ILLEGAL FOR THE OWNER TO CONSIDER A BID PROPOSAL FROM ANYONE WHO IS NOT PROPERLY LICENSED UNDER SUCH CODE PROVISIONS.

THE ATTENTION OF BIDDERS IS CALLED TO THE PROVISIONS OF ALABAMA ACT 2016-312 AS AMENDED, REGARDING NOT ENGAGING IN THE BOYCOTT OF A PERSON OR ENTITY BASED IN OR DOING BUSINESS WITH A JURISDICTION OF WHICH THIS STATE ENJOYS OPEN TRADE.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City of Vestavia Hills.

The Owner reserves the right to reject any or all proposals, to waive technical errors and/or abandon the prequalification and bid process if, in their judgment, the best interests of the Owner will thereby be promoted.

INSTRUCTIONS TO BIDDERS

1. BID REQUIREMENTS

a. SUBMISSION OF BIDS

All bids shall be submitted electronically via QuestCDN (eBidDoc #9912784) by the proposal deadline listed in the Advertisement for Bids. A copy of the contractor's license and bid bond shall be uploaded to the virtual bid in the appropriate fields.

Any bid which contains a listing of more than one (1) Contractor in each license classification will not be accepted. Any bid received after the time and date specified shall not be considered.

b. PREPARATION OF BIDS

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. A copy of the completed Bid form shall be uploaded to QuestCDN as well as the virtual bid worksheet. The electronic bid worksheet will govern in the event of a discrepancy between the two bid amounts.

c. ACCEPTANCE OF BIDS

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder. A conditional or qualified Bid will not be accepted.

The City reserves the right to award the Project to the next highest ranked Bid should the Bidder ranked highest be unable to satisfy the requirement of and execute the Contract Documents within fifteen (15) calendar days of award date.

d. BIDDER'S UNDERSTANDING

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Owner shall provide to Bidders prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

The Contract Documents and addendum contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract and addendum.

Information derived from inspection of logs of test borings, or pits, Geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms in the Contract Documents.

The Landscape Architect is Renta Urban Land Design. Questions for the Landscape Architect to be directed through City Engineer Ethan Fisher, PE at (205) 978-0214 or efisher@vhal.org. Questions regarding the interpretations of the Contract Documents should be directed to Ethan Fisher.

e. **BID SECURITY**

Each Bid must be accompanied by a bid bond payable to the Owner for not less than five (5%) percent of the total amount of the Bid of more than fifty thousand dollars (\$50,000.00). As soon as the Bid prices have been tabulated, the Owner will return the Bid Security of all except the three (3) lowest responsible Bidders. When the agreement is executed the Bid Security of the two (2) remaining unsuccessful Bidders will be returned. The Bid Security of the successful Bidder will be retained until the Payment Bond and Performance Bond, if applicable, have been executed and approved, after which it will be returned.

f. **TYPE OF BID**

The type of Bid for the Work specified in these Contract Documents will be a lump sum. A single price shall be submitted as the base bid in the appropriate spaces set forth in the Bid. The total amount to be paid to the Contractor shall be the amount of the base bid as adjusted for additions or deletions resulting from Owner authorized changes in the Project and Owner selected deductive and additive alternates.

Where the Bid requires the Bidder to submit prices for Owner selected deductive and additive alternates, the prices shall be submitted in the appropriate places as set forth in the Proposal. The Owner is not obligated to select any of the alternates so proposed.

g. **RESTRICTION OF COMMUNICATION**

From the issue date of this Bid until respondents are selected and notified by the City, respondents to this Bid are not allowed to communicate their proposal or discuss the Bid with any member of the City Council or City staff, except for submission of questions as instructed herein. If a respondent is found in violation of the provision, the City reserves the right to reject the respondent's submission.

2. SALES TAX

This Project is exempt from Sales Tax. Bidder's bid amounts are NOT to include Sales Tax on materials (tangible personal property) to be incorporated into the project. Under Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, the Contractor is responsible for obtaining a Certificate of Exemption from the Alabama Department of Revenue for purchases of materials and other tangible personal property made part of the Project. Any subcontractors purchasing material or other tangible personal property made part of the Project will be responsible for obtaining a Certificate of Exemption. Copies of the Alabama Department of Revenue Tax Guidance and the Application for Sales and Use Tax Certificate of Exemption can be found in these Contract Documents.

It is the Contractor's responsibility to comply with the law and the Department of Revenue regulations throughout the duration of the Project. Any delay in obtaining the Certificate(s) of Exemption due in whole or in part to the fault of the Contractor or subcontractor will not be cause for an extension of time for completion of the Project nor cause for an increase in price.

3. BUSINESS LISCENSE

In the event the Bidder receives a notification of intent to award letter, the Bidder will be required to provide a City of Vestavia Hills business license within 15 days of receipt of notice of intent to award. If the Bidder does not currently hold City of Vestavia Hills business license, an application may be obtained from the City Building Safety Department or at <https://vestaviiahillsal.viewpointcloud.com/> . Failure to provide the required business license shall result in revocation of the notice of intent to award.

4. AWARD OF CONTRACT

a. BASIS OF AWARD

Work for this Project will be let under one (1) Contract to the lowest responsive, responsible bidder meeting the bidding requirements. The Owner reserves the following rights: (1) to reject all bids where the Owner deems rejection to be in its best interest; (2) to reject any bid that is not in compliance with the Contract Documents; (3) to waive any informalities and irregularities in said bids; and (4) to accept any combination of sub-totals within any schedule which is determined to be in the Owner's best interest; and (5) to postpone award of the Contract for a period of time, which, however shall not extend beyond sixty (60) days from the bid opening, unless extended by mutual agreement by the Owner and the lowest responsive, responsible Bidder.

b. DETERMINATION OF LOW BIDDER

Award will be made on the basis of the lowest actual bid amount, which is defined as the base bid less any deductions for "allowed" deductive alternates, plus any additions for "allowed" additive alternates listed in the Proposal and submitted by a responsive and responsible qualified Bidder.

c. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

The low Bidder shall supply the names and addresses of major material suppliers and Subcontractors when required to do so by the Owner.

5. EXECUTION OF THE CONTRACT

a. CONTRACT BONDS

A Performance Bond and Payment Bond in the amount of one-hundred (100%) percent of the Contract Amount with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract and shall be due upon delivery of the signed contract.

Attorneys-in-fact who sign Bid Bond, or Performance bond and/or Payment Bond must file with each Bond a certified and effective dated copy of their power of attorney.

b. **INSURANCE**

Insurance requirements shall be as specified in Part 3, Section 21 of the Contract Documents, CONDITIONS OF THE CONTRACT. The successful Bidder shall file with the Owner at the time of delivery of the signed Contract, the insurer's certificate(s) of insurance for each insurance company providing insurance. All evidence of insurance shall be countersigned by a licensed agent residing and engaged in doing business in the State of Alabama. The insurer shall be licensed and authorized to conduct business in the State of Alabama. The policy shall name the City of Vestavia Hills, Alabama, as Owner, and its public officials and employees and its agents, consultants and employees as additional insured.

c. **AGREEMENT**

The successful Bidder will be required to execute the Agreement and obtain the Performance bond and insurance within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, Bond Forms and evidence of insurance. In case of failure of the Bidder to execute the Agreement, the Owner may consider the Bidder in default, in which case the Bid Security accompanying the bid shall become the property of the Owner.

Upon receipt of acceptable Performance and Payment Bonds, Insurance and Agreement, the Owner may consider the Bidder in default, in which case the Bid Security accompanying the bid shall become the property of the Owner.

Upon receipt of acceptable Performance and Payment Bonds, Insurance and Agreement signed by the party to whom the Agreement was awarded, Owner shall sign the Agreement and return to such party an executed duplicate of the Agreement.

d. **NOTICE TO PROCEED**

A written Notice to proceed shall be issued upon execution of the Agreement by the Owner.

6. CONTRACT DOCUMENTS

a. **FORMAT**

The Contract Documents governing the Work proposed herein are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification Sections into Work performed by the various building trades, Work by separate Subcontractors, or Work required for separate facilities in the Project.

The separate Sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed Work.

b. **OTHER**

PROPOSAL FORM

To: _____ Date: _____

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

(Legal name of Bidder)

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

WORK: City of Vestavia Hills – Altadena Valley Park Veterans Memorial Plaza, in

accordance with Drawings and Specifications, dated, September 26, 2025, prepared by Renta Urban

Land Design, 5236 Caldwell Mill Rd, Birmingham, AL 35242, Architect.

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

having its principal offices in the City of _____,

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

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if

Bidder is a Corporation, list the names, titles and business addresses of its Officers:

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

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

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

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

BID TAB: Required, Proposal Form Page 3 of 3

BID SECURITY: Required, attach completed Bid Bond

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____
License Number Bid Limit Type(s) of Work

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

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

Legal Name of Bidder _____

Mailing Address _____

* By (Legal Signature) _____ (Seal)

* Name & Title (print) _____

Telephone Number _____

Email Address _____

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

Altadena Valley Park - Veterans Memorial Plaza

Date: 21 October 2025
Submit unit prices and lump-sum amounts for the following items of work. Include all items as part of Base Bid



Renta Urban Land Design, p 205.545.7639

The Unit Prices listed below shall determine the value of extra work or changes in the work as applicable. They shall be considered complete and shall include all material, equipment, labor, installation costs, overhead and profit. Unit Prices shall be used uniformly for additions or deductions. The final amount paid for the work done will be the sum of the actual quantities of installed work, as approved in writing by the Owner, at the Unit Prices bid. Refer to Specifications Section 01 3010, for Basis of Acceptance.

Bidder shall verify quantities listed below by his own take-off from the Drawings and notify the Landscape Architect of discrepancies by November 12th.

Demolition	Unit	Quantity	Verify	Unit Cost	Item Total
Demolition Total:	LS	1			
Erosion Control	LS	1			
Park Hardscape	Unit	Quantity	Verify	Unit Cost	Item Total
Earthwork	LS	1			
Storm Drainage	LS	1			
Concrete Sidewalk (Light Broom Finish)	SF	4,547			
Brick Pavers 4" x 8"	SF	443			
Concrete Amphitheater and Stairs	LS	1			
Handrails at Stairs (Brushed Nickle)	LF	16			
American Flag 4' x 6'	EA	1			
Service Branch Flags 3' x 5'	EA	6			
Flag Banners	EA	7			
Bench #1 w/ 1 Leg and 2 Column Bracket	EA	2			
Bench #2 with 2 Legs	EA	1			
Upper Pavilion Columns	EA	4			
Lower Pavilion Columns	EA	2			
Entry Sign	EA	1			
Monument Inside the Pavilion	LS	1			
Lighting	LS	1			
ADA Handicap Parking Striping	LS	1			
Hardscape Total:					
Landscape/Irrigation	Unit	Quantity		Unit Cost	Item Total
Landscape/Irrigation Cost	LS	1			
Topsoil	LS	1			
Mulch	LS	1			
Landscape Total:					
Alternatives	Unit	Quantity		Unit Cost	Item Total
Alternate #1A Monument Inside Pavilion	LS	1			
Alternate #1B Monument Inside Pavilion	LS	1			
Alternate #2 Additional Landscaping	LS	1		\$10,000	
Alternatives Total:					
Alternatives GRAND TOTAL:					
GRAND TOTAL:					

NOTES:

ATTACHMENT A – IMMIGRATION COMPLIANCE

Alabama laws require that, as a condition for the award of a contract to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation or enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

As required by Act No. 2012-491 the following is made a part of the Contract:

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

USE BLACK INK ONLY

BID BOND

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

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

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

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

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

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

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

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

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

SIGNED AND SEALED this _____ day of _____, .

ATTEST:

PRINCIPAL:

By

Name and Title

SURETY:

ATTEST

By

Name and Title



AIA Document A101® – 2017

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

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

The Architect:
(Name, legal status, address and other information)

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

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

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

- ☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



AIA[®] Document G705[™] – 2001

List of Subcontractors

PROJECT: *(Name and address)*

DATE:

TO ARCHITECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

FROM CONTRACTOR: *(Name and Address)*

CONTRACTOR'S PROJECT NUMBER :

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name

Address/Phone

Superintendent



AIA®

Document A312™ – 2010

Performance Bond**CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:**

City of Vestavia Hills
 1032 Montgomery Highway
 Vestavia Hills, AL 35216

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

*(Name and location)***BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: _____

Name and _____

Title: _____

Signature: _____

Name and _____

Title: _____

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***ADDITIONS AND DELETIONS:**

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

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

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Init.

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:17:28 on 02/19/2013.

There are no differences.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nadine Sisson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:17:28 on 02/19/2013 under Order No. 5044494851_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for **AIA[®] Document A312[™] – 2010**

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(Signed)

(Title)

(Dated)

DRAFT AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)



THE OWNER:

(Name, legal status and address)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

THE ARCHITECT:

(Name, legal status and address)



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14	TERMINATION OR SUSPENSION OF THE CONTRACT
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set

forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not

have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the

Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

STATE OF ALABAMA

JEFFERSON COUNTY

**FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND
GENERAL CONDITIONS BY AND BETWEEN OWNER AND CONTRACTOR**

WITNESSETH THIS FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND GENERAL CONDITIONS, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and _____, as "Contractor", made and entered into on this the _____ day of _____, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and _____, as "Contractor," have executed and delivered a Construction Contract (being "AIA Document A101-2017") and General Conditions (being "AIA Document A201-2017") on this date; and

WHEREAS, the Owner and Contractor wish to amend the Construction Contract and General Conditions by the execution and delivery of this First Addendum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Owner and Contractor hereby mutually and expressly amend the Construction Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Construction Contract and General Conditions to the contrary, the Owner and Contractor agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Construction Contract and General Conditions:

A. PUBLIC WORKS PROJECT: The following language is hereby added to Article 2 on page 1 of the contract:

"The Owner and Contractor agree that the work described in Article 2 on page 1 of the contract is a public works project as defined by Title 39-2-1(6), *Code of Alabama, 1975*, and that the Public Works law of Alabama set forth in Title 39-1-1, et seq., *Code of Alabama, 1975*, applies to this contract."

B. PERFORMANCE BOND AND PAYMENT BOND: The following language is hereby added to Section 11.1.2 on page 30 of the General Conditions:

"1. Before commencing the work, Contractor shall execute and deliver a Performance Bond using AIA Document A312-2010, with penalty equal to one hundred percent (100%) of the amount of the contract price (\$_____).

(revised 01/12/2022)

2. Before commencing the work, Contractor shall execute and deliver a Payment Bond using AIA Document A312-2010 payable to the City of Vestavia Hills, Alabama executed in the amount of the contract price of (\$____) with the obligation that the Contractor shall promptly make all payments to persons supplying labor, materials or supplies for or in the prosecution of the work provided in the contract and for the payment for reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

3. The Performance Bond and the Payment Bond referred to in sections 1 and 2 above shall be executed and delivered all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-1-1(a), *Code of Alabama, 1975.*"

C. **REQUIREMENT FOR ARCHITECT:** The following language is hereby added to Section 2.3.2 on page 11 of the General Conditions,

"The Architect shall be selected by the Owner all in accordance with Title 34-2-30 and Title 34-2-32(c), *Code of Alabama, 1975.*"

D. **REQUIREMENT FOR ENGINEERS:** The following language is hereby added as Section 2.3.7 on page 12 of the General Conditions,

"Any and all engineers selected by the Contractor, any subcontractor or the Owner shall be selected all in accordance with the requirements of Title 34-11-10, *Code of Alabama, 1975.*"

E. **REQUIREMENT OF LICENSED GENERAL CONTRACTOR:** The following language is hereby added to Section 3.1.1 on page 12 of the General Conditions as follows,

"The Contractor represents and warrants that it is properly licensed by the State of Alabama as required by Title 34-8-1(a), *Code of Alabama, 1975.*

F. **LIMITS OF INSURANCE COVERAGES:** The following language is hereby added to Section 11.1.1 on page 30 of the General Conditions:

"**LIMITS OF INSURANCE COVERAGES:** The insurance policy limits for the insurance coverages referred to in Article 11 of the General Conditions shall be as follows:

11.1.1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:

1. Worker's 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 that the Contractor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
 - (a) Bodily Injury by Accident--\$1,000,000 each accident
 - (b) Bodily Injury by Disease--\$1,000,000 each employee

11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance ("CGL"), written on an ISO Occurrence Form (current edition of ISO CG 00 01 as of the date of Advertisement of Bids) or equivalent, shall include but need not be limited to coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000 per Project
(b) Products, Completed Operations Aggregate	\$2,000,000 per Project
(c) Personal and Advertising Injury	\$1,000,000 per Occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the City of Vestavia Hills, Alabama, as Owner, and its public officials and employees, and its agents, consultants and employees as additional insureds (the "Indemnitees"), and state that this coverage shall be primary insurance for the additional insureds. Evidence that Contractor's insurance is primary with respect to any coverages available to the Indemnitees shall be provided in the form of an endorsement to the Contractor's CGL policy. Evidence that the Indemnitees have been named as additional insureds shall be provided by endorsements equivalent to ISO CG 2010 or CG 2033 and CG 2037.

(b) The policy must include separate per project aggregate limits.

11.1.1. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance 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.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, its public officials and employees, and its agents, consultants and employees as additional insureds.

11.1.1. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Umbrella Liability Insurance shall provide coverage limits excess of the Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability coverage limits, on a follow-form basis, to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per Occurrence
- (b) \$5,000,000 Aggregate.

11.1.1. **BUILDER'S RISK INSURANCE:** The Builder's Risk Policy shall be provided by the Contractor.

11.1.1. **SUBCONTRACTOR'S INSURANCE:**

1. **Worker's Compensation and Employer's Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain statutory Workers' Compensation Insurance and adequate Employer's Liability Insurance covering all employees working on the jobsite.

2. **Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain adequate Commercial General Liability and Automobile Liability Insurance coverages equal to those of the Prime Contractor. Such coverages shall be in effect at all times that the 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 Owner acceptable evidence of insurance for any Subcontractor.

11.1.1. **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. **Products and Completed Operations.** The obligation to carry Products and Completed Operations coverage specified under subparagraph B(2) shall remain in effect for at least the time period established by applicable state law for bringing actions based on defective construction or design claims.

2. **All Other Insurance.** The obligation to carry their insurance coverages specified above 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.

11.1 The Contractor shall, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit until such materials are permanently attached to the Work.

The insurance required herein is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.”

G. ADDITIONAL INSUREDS: Section 11.1.5 is hereby added on page 31 of the General Conditions, which shall read in words and figures as follows:

“SECTION 11.1.5 ADDITIONAL INSUREDS: The Contractor shall cause all of the insurance policy coverages described in Article 11 of the General Conditions of the Construction Contract and hereinabove (except for the Worker’s Compensation coverages) to include:

1. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations and/or performance of the work; and

2. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations and/or performance of the work; and

3. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds.

4. Contain no exclusions of the additional insureds relative to job accidents; and

5. The policies must be on an ‘occurrence’ basis.”

H. SALES TAXES: Section 3.6 on page 14 of the General Conditions is hereby amended to read as follows:

“The Contractor and the Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975.*”

I. MATERIALMEN’S LIENS: Section 2.1.2 on page 11 of the General Conditions is hereby amended to read in words and figures as follows:

“Anything contained in the Contract and/or General Conditions to the contrary notwithstanding, including specifically but not limited to, Sections 2.12, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 10.4 and 15.2.8, the Contractor and Owner specifically agree that claims for unpaid labor, materials or supplies for this public works project shall be resolved by the requirements and process set forth in Title 39-1-1(b), *Code of Alabama, 1975.*”

J. INDEPENDENT CONTRACTOR: Section 3.3.4 is hereby added to page 13 of the General Conditions and shall read as follows:

“The Contractor is an independent contractor for the purposes of this contract. Nothing contained in the contract shall be construed to mean that the Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.”

K. CHANGE ORDERS: The following language is hereby added to the General Conditions on page 22 as Section 7.2.2:

“Anything contained herein to the contrary notwithstanding, the guidelines, which provide criteria for approving change orders to an existing public works contract are set forth in an opinion issued to the Alabama State Building Commission on June 15, 1979 by the State of Alabama Attorney General. Contractor and Owner agree that said opinion sets forth the guidelines for determining whether or not a proposed change order is legally justified. The Owner, its Architect and legal advisor shall sign any and all change order justifications.”

L. COMPLIANCE WITH ALL LAWS: The following section 3.7.4 is hereby added to the General Conditions on page 14 thereof:

“GENERAL COMPLIANCE WITH ALL LAWS: Contractor shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and Contractor, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.”

M. MUNICIPALITIES CANNOT INDEMNIFY AND HOLD HARMLESS THIRD PARTIES: Sections 10.3.3 and 10.3.6 on page 30 of the General Conditions are hereby deleted in their entireties.

N. IMMIGRATION: The following section 16.1 is hereby added to the General Conditions on page 39 thereof:

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

O. BOYCOTT LIMITATIONS: The following section 16.2 is hereby added to the General Conditions on page 39 thereof:

“**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

P. RETAINAGE: The following language is added to Section 5.1.7.1 of the Construction Contract:

(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 materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

Q. MISCELLANEOUS: Article 18 entitled “Miscellaneous” is hereby added to the General Conditions:

“ARTICLE 18. MISCELLANEOUS:

(a) **Non Waiver:** The failure of the Owner to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

(b) **Waiver of Modification:** Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

(c) **Notices:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties’ last known address.

(d) **Governing Law:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

(e) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

(f) **Execution in Counterparts:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) **Binding Effect:** The contract shall inure to the benefit of, and shall be binding upon Owner and Contractor and their heirs, successors and assigns.

(h) **Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) **Entire Agreement:** This written contract contains the entire agreement between the Owner and the Contractor.

R **CONTRACT DOCUMENTS:** The following language is hereby added to Article 1 on page 2 of the Contract:

“The contract documents described above shall also include the following:

1. AIA Document A312-2010 Performance Bond.
2. AIA Document A312-2010 Payment Bond.
3. This First Addendum to the Contract and General Conditions.”

S **RATIFY CONTRACT AND GENERAL CONDITIONS:** Article 17 is hereby added to the General Conditions to read in words and figures as follows:

“The Owner and Contractor hereby ratify and reconfirm the terms, provisions, limitations and conditions of the contract documents that were not modified or otherwise amended by this First Addendum to Construction Contract.”

IN WITNESS WHEREOF, the Owner and Contractor have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

By

Its

ATTESTED

By

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby
certify that _____ whose name as
_____, is signed to the First Addendum to
Construction Contract and General Conditions who is known to me, acknowledged before me on
this day that, being informed of the contents of the instrument, he, as such officer and with full
authority, executed the same voluntarily for and as the act of said
_____.

Given under my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Construction Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing First Addendum to Construction Contract and General Conditions and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

SECTION 011050 – Tax Exempt Project Information

PART 1 – GENERAL

1.1 PURPOSE

- A. The Local Owner, City of Vestavia Hills, is a Tax Exempt Instrumentality of the State of Alabama. The contractor will purchase material for the project tax free under a tax exempt certificate.

1.2 SALES AND USE TAXES ARE NOT INCLUDED IN THE CONTRACT AMOUNT

- A. The Base Bid (and all Alternate Bids) submitted on the proposal form WILL NOT INCLUDE the cost of all required taxes including sales and use taxes; therefore, sales and use taxes will not be included in the Contract amount. The tax savings shall be listed on the proposal form attachment with each bid proposal.

PART 2 – GENERAL PROVISIONS

2.1 PRECEDENCE

- A. The provisions of this Section take precedence over the printed forms, “Instructions to Bidders”, “General Conditions of the Contract”, as modified and “Supplementary General Conditions”. Unaltered provisions of these documents remain intact.

2.2 BID PROPOSALS

- A. The Contractor shall submit its proposal for Base Bid and proposals for each Alternate Bid, if any, with the inclusion of all required taxes noted on the bid proposal attachment.

2.3 ADMINISTRATION

- A. ADOR shall issue certificates of exemption from sales and use tax to governmental entities for each tax exempt project. Both the governmental entity and the contractor shall apply for certificates of exemption.
- B. Certificates shall only be issued to contractors licensed by the State Licensing Board for General Contractors or any subcontractor working under the same contract.
- C. Items eligible for exemption from sales and use tax are building materials, construction materials and supplies and other tangible personal property that become part of the structure per the written construction contract.
- D. ADOR will handle the administration of certificates of exemption and the accounting of exempt purchases. ADOR will have the ability to levy fines and may bar the issuance or use of certificates of exemption upon determination of willful misuse by the contractor or a subcontractor.

2.4 CONTRACTOR ADMINISTRATIVE COSTS

- A. Any and all costs incurred by the Contractor’s administration of purchases pursuant to the provisions of this Section shall be considered to be included in the Contract Amount. No additional costs shall be added to the Contract amount because of the service provided by the Contractor in the purchase of materials for this project in the name of the Local Owner.

2.5 BID PROPOSALS

- A. The Contractor shall submit its proposal for Base Bid and proposals for each Alternate Bid, if any, with the inclusion of all required taxes noted on the bid proposal attachment.

2.6 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include provisions in all subcontractors and purchase orders requiring subcontractors and suppliers and their subcontractors and sub-suppliers to also effect the sales and use tax savings procedures set forth therein, fully utilizing the applicable forms bound herein.

2.7 FAILURE TO ADMINISTER

- A. In the event that Contractor, or any of its subcontractors or suppliers at any tier, arbitrarily pays for materials that should have been purchased tax free per the tax exemption certificate, the Local Owner may, at its discretion, reduce the amount to be paid. A decision by the Contractor to waive these procedures in order to expedite delivery of materials in emergency or critical situations will not be deemed a failure to administer.

2.8 DISCOUNTS

- A. In the event there is entitlement to a discount because of timely payments for purchases made pursuant to this Section, such discount shall be equally divided between the Contractor and Local Owner.

2.9 RESPONSIBILITY FOR MATERIALS

- A. Notwithstanding this special purchase arrangement, the Contractor shall be responsible for all materials purchased hereunder, the same as would have been the case if these tax savings procedures were not implemented. Such responsibility of the Contractor shall include, but not be limited to, selecting, describing, ordering, obtaining approvals, submitting samples, coordinating, processing, preparing shop drawings, expediting deliveries, receiving and unloading, inspecting, properly storing and protecting, insuring, and guaranteeing the materials.

2.10 WARRANTIES

- A. The purchase of materials pursuant to this Section shall not relieve the Contractor of its obligation to provide warranties specified elsewhere in these project specifications in full force and effect, the same as if these procedures were not implemented. If the purchase of an item in accordance with these procedures will invalidate the warranty offered and/or required for that item, the Contractor shall notify the Architect and Local Owner of the condition prior to purchasing the item so that the Local Owner may evaluate its option to waive these procedures for that purpose. If materials purchase pursuant to this Section fail to meet the requirements of the plans and specifications, the Contractor, as agent of the Local Owner or its assigns, will be responsible to enforce and pursue, at Contractor's cost and expense, including attorneys fees, all warranty actions against vendors or others responsible for the furnishing of such defective or non-complying materials to Local Owner.

2.11 TAX EXEMPT CERTIFICATE

- A. The contractor must apply for a certificate of tax exemption from ADOR. See Document 007323.44 – Form ST: EXC-01 and instructions. PART 3 – PROCEDURES 3.01 MATERIAL PURCHASES A certificate of tax exemption provided by ADOR and applied for by the contractor.

END OF SECTION 011050



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
8/18

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)	
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)

☐ Government Entity ☐ General Contractor ☐ Subcontractor

APPLICANT'S LEGAL NAME	FEIN			
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER			
MAILING ADDRESS: STREET	CITY	STATE	ZIP	COUNTY
CONTACT PERSON		BUSINESS TELEPHONE NUMBER ()		
EMAIL ADDRESS				

PROJECT START DATE (PROVIDED BY GENERAL CONTRACTOR)	PROJECT COMPLETION DATE (PROVIDED BY GENERAL CONTRACTOR)
ESTIMATED START DATE (FOR APPLICANT)	ESTIMATED COMPLETION DATE (FOR APPLICANT)
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB? ☐ Yes ☐ No If yes, please attach list.	NAME OF PARTY TO THE CONTRACT
JOB DESCRIPTION	

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? ☐ Yes ☐ No	ESTIMATED POLLUTION CONTROL COST \$	
TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT) \$	LABOR COST (APPLICANT'S PORTION OF PROJECT) \$	MATERIAL COST (APPLICANT'S PORTION OF PROJECT) \$

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

☐ GCL ☐ SBL ☐ Contract / NTP / LOI ☐ LOS ☐ Project Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC ☐ Government Entity

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01 Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the project start date or the received date of the application. If, upon receipt of the application, the project has already commenced, the certificate will be issued as of the received date of the application. Any purchases made prior to the issuance of a certificate will not be exempt.

***** Please allow 10 to 14 business days for your application to be processed. *****

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed

General Contractor:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed
3. List of Subcontractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)
6. Any other municipal business licenses associated with the project

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. List of Subcontractors (if any)

General contractors and subcontractors:

- Any additions and/or deletions to the list of subcontractors working on a project must be submitted to the Department within 30 days of occurrence.
- If an extension is needed for a project, please contact the Department of Revenue at the address, number, or email listed below. Extension requests should be submitted no more than 30 days after expiration date.
- Subcontractor's Estimated Start Date should be the date they will begin working on the project and ordering materials instead of the General Contractor's Estimated Start Date for the project.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

The application and required documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Department of Revenue
Sales & Use Tax Division
Room 4303
PO Box 327710
Montgomery, AL 36132-7710

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return **MUST** be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was \$0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month. Additional projects may be added on the additional rows that appear as data is added; the table will allow the addition of more projects.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

Notice to Proceed Date: _____

Project: Altadena Valley Park Veterans Memorial Plaza

Owner: City of Vestavia Hills

Bidder: _____

Bidder's Address: _____

You are notified that the Contract Times under the above Contract will commence to run on INSERT DATE. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is INSERT DATE and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is **120**, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor

Given by:

Authorized Signature

Title

Date

City of Vestavia Hills

Owner

Given by:

Authorized Signature

Title

Date

CITY OF VESTAVIA HILLS

NEW VENDOR APPLICATION FORM



VENDOR INFORMATION

BUSINESS NAME as shown on Federal Tax Return		DATE SUBMITTED
DBA NAME if applicable / (doing business as)		TAX ID NUMBER FEIN OR SSN
CONTACT/TITLE	DESCRIPTION OF BUSINESS ACTIVITY	
VENDOR MAILING ADDRESS		
VENDOR PHYSICAL ADDRESS if different from address above		
PHONE	FAX	VENDOR EMAIL
PAYMENT TERMS:	PAYMENT TERMS ADDITIONAL INFORMATION:	
NET 10		

ORGANIZATION TYPE

☒ Corporation	☐ Individual / Sole Proprietor	☐ Joint Venture
☐ LLC	☐ Partnership / Limited Partnership	☐ Non-Profit

DEPARTMENT

☐ Building Safety	☐ City Clerk	☐ City Manager
☐ Finance	☐ Fire Department	☐ Municipal Court
☐ Parks & Recreation	☐ Planning & Zoning	☐ Police
☐ Public Library	☐ Public Works	☒ Other

DEPARTMENT HEAD SIGNATURE:	SENIOR REVENUE EXAMINER SIGNATURE:	FINANCE DIRECTOR SIGNATURE:

FINANCE DEPARTMENT USE ONLY	VENDOR NUMBER	DATE RECEIVED	BUSINESS LICENSE NUMBER

Completed W-9 form is required with vendor form. Submitted vendor forms missing a completed W-9 form will not be processed.

Certificate of compliance and E-Verify MOU (<http://immigration.alabama.gov/docs/Memorandum-of-Understanding.pdf>) is required for all applicable vendors.

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: DISTRIBUTION TO:

PERIOD TO: OWNER ☐

CONTRACT FOR: ARCHITECT ☐

CONTRACT DATE: CONTRACTOR ☐

PROJECT NOS: FIELD ☐

OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703*, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$
2. NET CHANGE BY CHANGE ORDERS \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE \$
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: Date: State of: County of: Subscribed and sworn to before me this day of Notary Public: My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

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**AIA****Document G701™ – 2017****Change Order****PROJECT:** *(name and address)***CONTRACT INFORMATION:**

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(name and address)***ARCHITECT:** *(name and address)***CONTRACTOR:** *(name and address)***THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original (Contract Sum) (Guaranteed Maximum Price) was

\$ _____

The net change by previously authorized Change Orders

\$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was

\$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of

\$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be

\$ _____

The Contract Time will be (increased) (decreased) (unchanged) by

() days.

The new date of Substantial Completion will be

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.****ARCHITECT** *(Firm name)***CONTRACTOR** *(Firm name)***OWNER** *(Firm name)***SIGNATURE****SIGNATURE****SIGNATURE****PRINTED NAME AND TITLE****PRINTED NAME AND TITLE****PRINTED NAME AND TITLE****DATE****DATE****DATE**

**AIA[®]****Document G704[™] – 2017*****Certificate of Substantial Completion*****PROJECT:** *(name and address)***CONTRACT INFORMATION:**

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number:

Date:

OWNER: *(name and address)***ARCHITECT:** *(name and address)***CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT (Firm Name)**SIGNATURE****PRINTED NAME AND TITLE****DATE OF SUBSTANTIAL COMPLETION****WARRANTIES**

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (Firm Name)**SIGNATURE****PRINTED NAME AND TITLE****DATE****OWNER (Firm Name)****SIGNATURE****PRINTED NAME AND TITLE****DATE**



AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY ☐

OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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04071-0000



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ALTADENA VALLEY PARK
Veterans Memorial Plaza
2495 Lakeland Trail
Vestavia Hills, Alabama



VESTAVIA HILLS

SPECIFICATIONS
LANDSCAPE ARCHITECT'S PROJECT NO. VEST-2401

Bidding September 26, 2025

Renta Urban Land Design
5236 Caldwell Mill Road
Birmingham, Alabama 35242
(205) 545-7639

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L5.0 - LIGHTING

END OF LIST OF DRAWINGS

SECTION 01 3010 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Coordination
- B. Minimum Staffing Requirements
- C. Progress Meetings: Owner Architect Contractor (OAC)
- D. Preconstruction Conference
- E. Preinstallation Conferences
- F. Construction Progress Schedule
- G. Progress Photographs
- H. Submittals
- I. Coordination drawings and Record Documents
- J. Submittals for review, information, and project closeout
- K. Submittal procedures
- L. RFIs: Requests for Information
- M. Electronic File Transfer.

1.02 RELATED REQUIREMENTS

- A. Document 00 6000 - General Conditions of the Contract: Dates for applications for payment.
- B. Document 00 6100 - Supplemental General Conditions.
- C. Document 00 6150 - Special Conditions
- D. Section 01 5000 - Temporary Facilities and Controls.
- E. Section 01 6000 - Product Requirements : Substitution procedures..
- F. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- G. Section 01 7800 - Closeout Submittals: Project record documents.
- H. Section 01 7900 - Demonstration and Training
- I. Section 01 9113 - General Commissioning Requirements.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, submit 2 extra and route to Architect first, in order to be forwarded to the Commissioning Authority.
 - 2. Where submittals are not indicated to be reviewed by Architect, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.

1.03 PROJECT COORDINATION

- A. Project Coordinator: the Landscape Architect.

- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for storage access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Project Closeout Meeting: When project construction reaches 95 percent complete, schedule a closeout meeting to discuss in detail all requirements for completing and closing out the project.
 - 1. Refer to Division 1 Section "Closeout Procedures" for project closeout items.
- F. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
- G. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- H. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- I. Make the following types of submittals to the Landscape Architect and copy the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion
 - 11. Closeout submittals.

1.04 MINIMUM STAFFING REQUIREMENTS

- A. The minimum GC Project Team required full time for the entire duration of the project include:
 - 1. Superintendent
 - 2. Assistant Superintendent
 - 3. Project Manager
- B. Resumes for each position will be required for review from low Bidder GC. The City of Vestavia Hills reserves the right to reject proposed staff based on resume and experience.

PART 3 EXECUTION

3.01 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Schedule (coordinate available times with all parties) meetings throughout progress of the Work at maximum bi weekly intervals, but more often as the pace of the Work dictates.
 - 2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Landscape Architect of scheduled meeting dates and times.
 - 3. Agenda: Prepare the meeting agenda and distribute the agenda to all invited attendees one day prior to meeting.
 - 4. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and the Landscape Architect, within four days of the meeting.
- B. Progress Meetings: Conduct progress meetings at weekly or bi-weekly intervals as agreed by the Landscape Architect. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of The City and the Landscape Architect, each subcontractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule of progress planned for next two week period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Review of submittal schedule and status of submittals.
 - 2) Review of work progress.
 - 3) Sequence of operations.
 - 4) Review of off-site fabrication and deliveries schedule.
 - 5) Hazards and risks.
 - 6) Progress cleaning.
 - 7) Quality and work standards.
 - 8) Status of correction of deficient items.
 - 9) Field observations, problems, and decisions.
 - 10) Identification of problems that impede, or will impede, planned progress.
 - 11) RFIs.
 - 12) Status of proposal requests.

- 13) Pending changes.
 - 14) Status of Change Orders.
 - 15) Documentation of information for payment requests.
 - 16) Maintenance of progress schedule.
 - 17) Corrective measures to regain projected schedules.
 - 18) Coordination of projected progress.
 - 19) Maintenance of quality and work standards.
 - 20) Effect of proposed changes on progress schedule and coordination.
 - 21) Other business relating to Work.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

3.02 PRECONSTRUCTION CONFERENCE

- A. The Landscape Architect will schedule a Preconstruction conference before starting construction, at a time convenient to all parties, but no later than 14 calendar days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Owner's Project Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Execution of the Owner-Contractor Agreement.
 - b. Submission of executed bonds and insurance certificates.
 - c. Tentative construction schedule.
 - d. Phasing.
 - e. Critical work sequencing and long-lead items.
 - f. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - g. Designation of key personnel and their duties.
 - h. Procedures for processing field decisions, Proposal Requests, and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainability Issues.
 - o. Preparation of Record Documents.
 - p. Closeout procedures.
 - q. Use of the premises and existing building.
 - r. Work restrictions.

- s. Working hours.
 - t. Owner's occupancy requirements.
 - u. Responsibility for temporary facilities and controls.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - ab. Progress cleaning.
3. Minutes: Record and distribute meeting minutes within four days after the meeting to participants, with copies to the Architect, Owner, participants, and those affected by decisions made.

3.03 PREINSTALLATION CONFERENCES

- A. Contractor shall schedule and conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction as indicated in requirements of other Sections.
- 1. Contractor to submit schedule of required pre-installation meetings for the Landscape Architect's review and concurrence.
 - 2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Landscape Architect of scheduled meeting dates.
 - 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration. Discuss items of significance that could affect installation and warranties, including the following:
 - a. Inspection and requirements.
 - b. Environmental conditions required for execution of the work and protection of completed installations.
 - c. Schedule including required inspections.
 - d. Requirements and tolerances of substrates or contiguous work.
 - e. Review requirements to ensure an enforceable warranty with manufacturer confirmation.
 - f. Review the following prior to each construction activity:
 - 1) Respective specification Section.
 - 2) Submittals, product data, and shop drawings.
 - 3) Manufacturer's recommendations, requirements, and instructions.
 - 4) Photographs and other documentation that pertains to the warranty of the product.
 - 5) Samples of the product or material.
 - g. Related RFIs.
 - h. Related Change Orders.
 - i. Purchases and deliveries.
 - j. Submittals under review.
 - k. Review of mockups.
 - l. Possible conflicts and compatibility problems.
 - m. Time schedules.
 - n. Weather limitations.

- o. Manufacturer's written recommendations.
 - p. Warranty requirements.
 - q. Compatibility of materials.
 - r. Acceptability of substrates.
 - s. Temporary facilities and controls.
 - t. Space and access limitations.
 - u. Regulations of authorities having jurisdiction.
 - v. Testing and inspecting requirements.
 - w. Installation procedures.
 - x. Coordination with other work.
 - y. Required performance results.
 - z. Protection of adjacent work.
 - aa. Protection of construction and personnel.
- 4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present within four days after the meeting.
 - 6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 15 days after date of established in Notice to Proceed, submit preliminary schedule and CPM diagram defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
 - 2. Include O.F.C.I. scheduling needs for specific products to begin scheduling coordination with the Owner.
- D. Within 10 days after joint review, submit complete schedule.
- E. The final Project Schedule will be generated and maintained by the Contractor utilizing the Contractor's and Subcontractor's approved progress schedule logic and durations.
- F. Submit an updated schedule with each Application for Payment with updated logic and durations to meet the Owner's Completion Date. Provide any necessary updates for delivery and installation of any O.F.C.I. materials based on actual construction progress.
- G. Submittal/Shop Drawing Schedule: With the proposed and final schedule, submit information showing the time required to prepare, submit and approve shop drawings and submittals, to fabricate and deliver materials and equipment, and to install the Work. This information shall be provided for all major structural, mechanical, plumbing, electrical and fire protection systems, as well as major architectural finishes (exterior and interior).

3.05 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 5 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to the Landscape Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Take photographs at intervals no longer than 5 days prior to each application for payment and as follows:
 - a. Completion of site clearing.
 - b. Excavations in progress.
 - c. Forming of foundations in progress during placement of foundations and upon completion of foundations.
 - d. Structural framing in progress, prior to any concealment and upon completion.
 - e. Enclosure of building, upon completion.
 - f. Mech/Elec/Plumbing/Fire Protection wall, ceiling, underslab rough-in installation prior to concealment.
 - g. Final completion, minimum of ten (10) photos.
- F. Views:
 - 1. Provide non-aerial photographs from eight specified views at each specified time, until Date of Substantial Completion.
 - 2. Consult with Architect for instructions on views required.
 - 3. Provide factual presentation.
 - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
 - 5. Point of View Sketch: Provide sketch identifying point of view of each photograph.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Via email or CD.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo filename.
 - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 - 5. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.
 - 6. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.
- H. Photographic Quality Prints: Full color; three prints of each view.
 - 1. Matte; smooth texture; white tint; single weight; contrast grade 4, extra hard.
 - 2. Size: 8 x 10 inch (200 x 250 mm); mounted for binder and tabs.

3. Identify each print on back. Identify name of Project, contract number, phase, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
 4. Assemble prints into transparent holder sheets for 3-ring binder.
 5. Binders: Provide one 2-inch binder with initial submittal.
 6. Point of View Sketch: Include printed copy of point of view sketch with each submittal; include point of view identification on each print.
- I. Deliver prints with each Application for Payment with transmittal letter specified in this Section.

3.06 SUBMITTALS

A. Trade Shop Drawings:

1. Trade shop drawings (i.e., HVAC mechanical equipment room drawings, HVAC piping system drawings, HVAC sheet metal system drawings, and electrical main feeder raceway drawings) shall be submitted within **60 days after Notice to Proceed.**

B. Coordination Drawings:

1. Prepare coordination drawings according to requirements herein and in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, and if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
2. Approved trade shop drawings shall be utilized as the basis for the coordination drawings. Do not base Coordination Drawings on reproduction of Contract Documents or standard printed data.
3. Coordination drawings shall be submitted within 45 days after approval of Trade Shop Drawings.
4. Coordination drawings shall utilize electronic means of analyzing the work of each trade in spatial relationship with other trades. Locations of conflicts between trades, and the proposed resolution for each conflict, shall be noted on the coordination drawings submitted. The intent is for the various trades to force themselves to each provide layout of their own Work on plans, review each other's layouts, and then make necessary modifications to their own respective Work until any potential conflicts are resolved.
5. No work shall be fabricated and/or installed prior to receipt by the Contractor of approved trade shop drawings and approved coordination drawings without specific written authorization from the Landscape Architect. No change orders will be approved or design assistance provided for remedial field coordination activities for work fabricated and/or installed prior to receipt by the Contractor of approved trade shop drawings and approved coordination drawings.
6. Submitted Coordination Drawings are for information only and typically will not be returned to the Contractor. The Landscape Architect will not take any action, but may define coordination conflicts or problems and inform the Contractor of such conflicts or problems.
7. Content:
 - a. Project specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data.

- b. Show sequencing and spatial relationship of separate units of work that must function in a restricted manner to fit in the space provided, or function as indicated.
 - c. Indicate dimensions shown on Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to the Landscape Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - d. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - e. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - f. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - g. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - h. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - i. Indicate required installation sequences.
 - j. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to the Landscape Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
8. Format:
- a. Coordination is to be done in 3D and presented for review in 2D.
 - b. Coordination Drawings shall be drawn to a scale of not smaller than 1/4" = 1'-0".
 - c. Provide drawings on electronic media in AutoCAD (.dwg) format.
 - d. Provide layering system separate from wall outline and unique to each discipline.
 - e. In addition to plan view, provide sections as required to clarify congested situations and verify vertical clearances.
 - f. One set of digital data files of Drawings for use in preparing coordination digital data files will be provided by the Architect: and will be provided by Architect.
 - 1) Base drawings in AutoCAD (.dwg) format
 - 2) A set of models in Revit (.rvt) format - for reference only
 - g. The Architect makes no representations as to the accuracy or completeness of digital files as they relate to Drawings.
 - h. The Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual.
9. Coordination Drawing Organization: Organize coordination drawings as follows:
- a. Implement coordination drawings of all Fire Protection, Mechanical, Plumbing and Electrical into the BIM model provided by the architect. Contractor is

- responsible for coordinating all items noted below with all building components to prevent collisions and maintain code clearance requirements. Avoiding collisions is the responsibility of the contractor. Each Subcontractor will be responsible for submitting their BIM model to the Contractor.
- b. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, fire-protection, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - c. Plenum Space: Indicate sub framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 - d. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 - e. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 - f. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 - g. Review: The Landscape Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If the Landscape Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Landscape Architect or Construction Manager will so inform Contractor, who shall make changes as directed and resubmit.
 - h. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Submittal Procedures.
10. HVAC Shop Drawings: Begin database as HVAC shop drawings, indicating all ductwork, piping, equipment, and location of mechanical room floor drains and electrical connections to motors. Indicate elevations and sizes of all ductwork piping.
- a. Show the following:
 - 1) Runs of vertical and horizontal piping 1-1/4 inches (32 mm) in diameter and larger.
 - 2) Sizes, shapes, and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - 3) Major components, such as dampers, valves, diffusers, access doors, cleanouts, mechanical equipment and electrical distribution equipment.
 - 4) Fire-rated enclosures around ductwork.
 - 5) All clearances above or around equipment
 - b. Upon completion of HVAC shop drawings, transmit electronic database to plumbing subcontractor.
11. Fire Protection Shop Drawings: Fire Protection subcontractor shall add all fire protection equipment, piping, sprinkler heads, and other elements to database.
- a. Show the following:

- 1) Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
 - 2) All equipment, panels, and pumps and required clearances
 - b. Upon completion of Fire Protection shop drawings, transmit electronic database to electrical subcontractor.
 12. Electrical Shop Drawings: Electrical subcontractor shall add all electrical fixtures, conduit, and equipment to database.
 - a. Show the following:
 - 1) Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger; two or more conduits running together requiring a rack
 - 2) Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - 3) Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - 4) Location of pull boxes and junction boxes, dimensioned from column center lines.
 - 5) All clearances above or around equipment
 - b. Upon completion of Electrical shop drawings, transmit electronic database to General Contractor for final coordination.
 13. General Contractor's Final Coordination: General Contractor shall thoroughly review shop drawings, adding additional building elements where appropriate, and shall resolve conflicts, coordinate with the Architect, and various subcontractors.
 14. Submit Coordination Shop Drawings: Upon completion of the final coordination, General Contractor shall approve coordinate shop drawings and transmit 3 sets of hard copies and electronic files on CD's to Architect.
 15. The Landscape Architect will not process sheet metal or fire protection shop drawings until such time as the coordination drawings have been sufficiently completed and conflicts resolved. This may be done on a floor-by-floor basis as a minimum.
 16. No work shall be fabricated and/or installed prior to receipt by the Contractor of approved coordination drawings and trade shop drawings without specific written authorization from the Landscape Architect. No change orders will be approved or design assistance provided for remedial field coordination activities for work fabricated and/or installed prior to receipt by the Contractor of approved coordination drawings and approved trade shop drawings.
- C. **Record Drawings:** Contractor shall provide and maintain a record set of Contract Documents in the Contractor's trailer. The Contractor will update this record set on a weekly basis at a minimum, and review with the Owner's Construction Project Manager prior to issuance of a monthly certificate for payment to the Contractor. This record set shall include, but not be limited to the following:
1. Known and intended conditions of the Work (Contract Documents) inclusive of Addenda
 2. Revisions due to:
 - a. Post-bid Negotiations
 - b. Field Orders
 - c. The Landscape Architect's Supplemental Instructions or Directives
 - d. Items reported and noted by Contractor, Owner, the Landscape Architect or Project Manager
 3. Verified conditions which differ from surveys, documents, records, etc.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Refer to Section 01600 for detailed Product Requirements and specific Substitution procedures.
- C. Contractor to review all submittals prior to forwarding to the Landscape Architect. Submittals which show no evidence by Contractor to verify dimensions, fit and compliance with the Contract Documents in conjunction with field conditions will be rejected.
- D. Submit to the Landscape Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- E. Samples will be reviewed only for aesthetic, color, or finish selection.
- F. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for the Landscape Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.
- C. The advertisement for completion shall be done for 30 days: Start ad after substantial completion. The contractor can publish a notice using one or more of the following methods:
 - In a newspaper of general circulation in the county in which the work has been done.
 - On a website that is maintained by a newspaper or general circulation in the county in which the work has been done.
 - On a website utilized by the awarding authority for publishing notices.

Altadena Valley Park
Veterans Memorial Plaza

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

The Contractor shall provide an affidavit or the advertisement pursuant to Alabama law.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit one copy in electronic (PDF) format.

1. The Landscape Architect shall review and return one reviewed, marked copy to the contractor
- B. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit one copy in electronic PDF format.
 1. The Landscape Architect shall review and return one reviewed, marked copy to the contractor.
- C. Documents for Information: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Landscape Architect, and two copies for the Owner.
- D. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit formed plastic extra of submittals for information.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by the Landscape Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

- A. Number submittals based on specification section Sequence - add alphabetical suffix sequentially for each submittal within specification section.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Deliver submittals to the Landscape Architect's business address.
- E. Electronic transmission of .pdf files for various submittals may be possible depending on the nature (size, number of pages, etc.) of each submittal, and can be coordinated with the Architect on a case-by-case basis. In the event a transmittal is agreed to be reviewed and processed electronically, the Contractor shall provide the required number of hard copies to the Owner and the Landscape Architect for record after receiving the approved submittal.
- F. Schedule: Schedule submittals to expedite the Project, and coordinate submission of related items. See additional provisions outlined in Paragraph 3.03 above.
- G. Review: For each submittal for review, allow 21 Calendar days for review by the Landscape Architect, exclusive of delivery time to and from Contractor. **Submittals received after 2:00 pm shall be dated as received the following business day. Likewise, submittals received after 2:00 pm on a Friday shall be dated as received the following Monday. In each case the adjusted date of receipt shall represent the commencement of the 21 day review period.** For submittals which include significant number of sheets, or require review for coordination with submittals of related Work, additional time shall be required for review. The Landscape Architect will advise Contractor of additional time required.
- H. Exterior Finishes Bundled Submittals: Within 30 days of Notice to Proceed, the Contractor is to group and submit all exterior finish selection submittals together for the Landscape Architect to review and verify selections with the Owner, and provide a

date the finish selections are needed to maintain the project schedule, providing a minimum of 30 days for review, verification and approval with the Owner. These finishes shall include, but not be limited to: Brick, mortar, curtainwall, glazing, metal panels, sealant, and glass-fiber reinforced plastic.

- I. Interior Finishes Bundled Submittals: Within 30 days of Notice to Proceed, the Contractor is to group and submit all interior finish selection submittals together for the Landscape Architect to review and verify selections with the Owner, and provide a date the finish selections are needed to maintain the project schedule, providing a minimum of 30 days for review, verification and approval with the Owner. These finishes shall include, but not be limited to: Paint, wall base, flooring, ceiling tile, millwork/casework, light fixtures, and plumbing fixtures.
- J. Provide space for Contractor and the Landscape Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.
- N. Submittals of proposed substitutions not complying with Section 01600 will not be recognized or processed.

3.12 REQUESTS FOR INFORMATION (RFI)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of the Landscape Architect and Construction Manager.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Approved Form.

1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. The Landscape Architect's Action: Architect will review each RFI, determine action required, and return it. Allow a minimum of seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. shall be considered as received the following working day. RFIs received after 12:00 Noon on a Friday shall be considered as received the following Monday and shall be recorded in the RFI Log reflecting the same date received.
 1. The following RFIs will be returned without action and shall be removed from the RFI Log:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents, or which is the responsibility of the respective contractors to develop in the first place.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - g. Stupid Questions.
 2. RFI form, or RFI shall contain no language referencing the contractor's "reserved right" to receive additional time or compensation based upon information provided.
 3. The Landscape Architect's action may include a request for additional information, in which case the Landscape Architect's time for response will start again.
 4. The Landscape Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify the Landscape Architect in writing within 10 calendar days of receipt of the RFI response.
 5. On receipt of the Landscape Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify the Landscape Architect within three calendar days if Contractor disagrees with response.
- F. RFIs returned to the contractor for revision requiring additional information or clarification shall not appear in the RFI log as "Unanswered", or "Overdue".
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly including not less than the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of the Landscape Architect and Construction Manager.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.

7. Date the Landscape Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

3.13 ELECTRONIC FILE TRANSFER

- A. Electronic (CAD) drawing files and Revit Coordination Model can be provided on a specific requested basis from the General Contractor or their subcontractor on a case by case basis during construction, but not during bidding.
- B. Requests should be made on an individual basis directly to the architect or engineer for their respective drawing(s) in Electronic format (Revit. Each engineer and the architect have an 'Electronic File Transfer Agreement' form to be filled out and signed by the individual or company making the request. Any requests should be made directly to the respective engineer or architect for their drawing(s), and shall include the signed Agreement, along with a specific list of requested drawings. The Electronic File Transfer Agreements will be provided to the successful bidder upon execution of the Contract.
- C. The terms and conditions for electronic file transfer are defined in each agreement.

END OF SECTION 01 3010

SECTION 01 5639 - TEMPORARY TREE AND PLANT PROTECTION PART 1 -

GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
 - 1. Section 01 5000 "Temporary Facilities and Controls" for temporary site fencing.
 - 2. Section 31 1000 "Site Clearing" for removing existing trees and shrubs.

1.03 DEFINITIONS

- A. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches above the ground line.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
 - 2. Detail fabrication and assembly of protection-zone fencing and signage.
 - 3. Indicate extent of trenching by hand or with air spade within protection zones.
- C. Samples: For each type of the following:

1. Organic Mulch: 1-quart volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
 3. Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.
- D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
1. Species and size of tree.
 2. Location on site plan. Include unique identifier for each.
 3. Reason for pruning.
 4. Description of pruning to be performed.
 5. Description of maintenance following pruning.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For arborist and tree service firm.
- B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
1. Use sufficiently detailed photographs or video recordings.
 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- E. Quality-control program.

1.06 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist-Municipal Specialist as certified by ISA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- C. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams

for placement of protection zone fencing and signage, the arborist's and tree-service firm's responsibilities, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.07 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - 1. Planting Soil: Planting soil as specified in Section 32 9113 "Soil Preparation."
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Pine Straw.
 - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements. Previously used materials may be used when approved by Landscape Architect.
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield

strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

- a. Height: 48 inches.
 - b. Color: High-visibility orange, nonfading.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:
- 1. Size and Text: As shown on Drawings.
 - 2. Lettering: 3-inch-high minimum, black characters on white background.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.02 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 - 1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

3.03 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas. Construct fencing so as not to obstruct safe passage or visibility at vehicle

intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Landscape Architect. Install one sign spaced approximately every 35 feet (on protection-zone fencing, but no fewer than four signs with each facing a different direction).
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.04 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 2000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.05 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Do not paint cut root ends.
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."

3.06 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- B. Unless otherwise directed by arborist and acceptable to Landscape Architect, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.
- F. Chip removed branches and dispose of off-site.

3.07 REGRADING

- A. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.08 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.09 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 - 3. Replace trees and other plants that cannot be repaired and restored to full- growth status, as determined by Landscape Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
 - 1. Large Trees: Provide one new tree of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - a. Species: As selected by Landscape Architect.
 - 2. Plant and maintain new trees as specified in Section 32 9300 "Plants."
- C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 3-inch uniform thickness to remain.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 01 5639

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SECTION 024119 - SELECTIVE DEMOLITION PART

1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

- A. Remove:** Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage:** Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall:** Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain:** Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle:** To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.**

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference on site with Landscape Architect.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Engage a firm experienced in the successful landscape maintenance in urban settings in the Birmingham/Central Alabama region. Firm shall have sufficient manpower, equipment, and financial resources to complete the Work of this Section.
 - 1. Firm shall provide a list of a minimum of five completed or ongoing landscape maintenance contracts in the Birmingham/Central Alabama region with a minimum contract duration of 24 consecutive months within the past five years, similar in scope of maintenance services required/provided and extent of area maintained, with owner/client contact information for each example.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
 - 1. <Insert warranted system>.

- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
 - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least <Insert number> hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Landscape Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of the entire depth at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished and then break up and remove.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.9 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: All sidewalks, curb and gutter to subgrade.
- B. Remove and Reinstall: Sidewalk as specified on plans.

Altadena Valley Park
Veterans Memorial Plaza

- C. Existing to Remain: Sidewalk as specified on plans.

END OF SECTION 024119

SECTION 03 3000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 31 2000 "Earth Moving" for drainage fill under slabs-on-ground.
 - 2. Section 32 1313 "Concrete Paving" for concrete pavement and walks.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference on site.
 - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - 2. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Construction joints, control joints, isolation joints, and joint-filler strips.
 - c. Semirigid joint fillers.
 - d. Vapor-retarder installation.
 - e. Anchor rod and anchorage device installation tolerances.
 - f. Cold and hot weather concreting procedures.
 - g. Concrete finishes and finishing.
 - h. Curing procedures.

- i. Forms and form-removal limitations.
- j. Methods for achieving specified floor and slab flatness and levelness.
- k. Slab flatness and levelness measurements.
- l. Concrete repair procedures.
- m. Concrete protection.
- n. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
- o. Protection of field cured field test cylinders.

1.05 ACTION SUBMITTALS

A. Product Data: For each of the following:

- 1. Portland cement.
- 2. Fly ash.
- 3. Aggregates.
- 4. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
- 5. Color pigments.
- 6. Fiber reinforcement.
- 7. Vapor retarders.
- 8. Slab treatments.
- 9. Curing materials.
 - a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.
- 10. Joint fillers.
- 11. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

- 1. Mixture identification.
- 2. Minimum 28-day compressive strength.
- 3. Durability exposure class.
- 4. Maximum w/cm.
- 5. Calculated equilibrium unit weight, for lightweight concrete.
- 6. Slump limit.
- 7. Air content.
- 8. Nominal maximum aggregate size.

9. Steel-fiber reinforcement content.
 10. Synthetic micro-fiber content.
 11. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
 12. Include manufacturer's certification that permeability-reducing admixture is compatible with mix design.
 13. Include certification that dosage rate for permeability-reducing admixture matches dosage rate used in performance compliance test
 14. Intended placement method.
 15. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Shop Drawings:
1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Landscape Architect.
- D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
1. Concrete Class designation.
 2. Location within Project.
 3. Exposure Class designation.
 4. Formed Surface Finish designation and final finish.
 5. Curing process.
 6. Surface treatment, if any.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For the following:
1. Installer: Include copies of applicable ACI certificates.
 2. Ready-mixed concrete manufacturer.
 3. Testing agency: Include copies of applicable ACI certificates.
- B. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
 2. Admixtures.
 3. Fiber reinforcement.
 4. Curing compounds.
 5. Slab treatments.
 6. Bonding agents.
 7. Adhesives.

8. Semirigid joint filler.
 9. Joint-filler strips.
 10. Repair materials.
- C. Material Test Reports: For the following, from a qualified testing agency:
1. Portland cement.
 2. Fly ash.
 3. Aggregates.
 4. Admixtures:
 - a. Permeability-Reducing Admixture: Include independent test reports, indicating compliance with specified requirements, including dosage rate used in test.
- D. Research Reports:
1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
 2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC308.
- E. Preconstruction Test Reports: For each mix design.
- F. Field quality-control reports.
- G. Minutes of preinstallation conference.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician with experience installing and finishing concrete.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
1. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Field Quality Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
- E. Mockups: Cast concrete paving and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, surface treatments, and standard of workmanship.

1. Build mockups in locations directed or approved by Landscape Architect. Subject to compliance with requirements, approved mockups may be incorporated into the completed Work with the approval of Landscape Architect.
2. Build portion of Work identified in Drawings to serve as mockup, or construct mockup as follows:
 - a. Concrete Paving: Construct a segment of walk not less than 30 ft. in length, or as necessary to demonstrate finishing, joint tooling, expansion joints, and joint sealants.
 - b. Formed Surfaces: Build panel approximately 50 sq. ft.

1.08 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
- B. Include the following information in each test report:
 1. Admixture dosage rates.
 2. Slump.
 3. Air content.
 4. Seven-day compressive strength.
 5. 28-day compressive strength.
 6. Permeability.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

1.10 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.
 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 2. When high and low temperature is expected to fall below 40° F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 3. Do not use frozen materials or materials containing ice or snow.
 4. Do not place concrete in contact with surfaces less than 35° F, other than reinforcing steel.
 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
 1. Maintain concrete temperature at time of discharge to not exceed 95° F.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.01 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.02 CONCRETE MATERIALS

- A. Source Limitations:
 - 1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
 - 2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
 - 3. Obtain aggregate from single source.
 - 4. Obtain each type of admixture from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C150/C150M, Type IA, gray.
 - 2. Fly Ash: ASTM C618, Class C or F.
- C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1 inch.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C260/C260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride [in steel-reinforced concrete].
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.
 - 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- F. Water and Water Used to Make Ice: ASTM C94/C94M, potable, or complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of paragraph 5.4.

2.03 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. SikaFilm: Sika Corporation, 201 Polito Avenue; Lyndhurst, NJ 07071; 201.933.8800.
 2. L&M E-CON: LATICRETE, One LATICRETE Park North; Bethany, CT 06524- 3423; 800.243.4788.
 3. MasterKure ER 50: BASF Corporation, 23700 Chagrin Boulevard; Beachwood, OH 44122; 800.628.9990.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
1. Color:
 - a. Ambient Temperature Below 50° F: Black.
 - b. Ambient Temperature between 50° F and 85° F: Any color.
 - c. Ambient Temperature Above 85° F: White.
- D. Curing Paper: Eight-foot-wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.
- E. Water: Potable or complying with ASTM C1602/C1602M.

2.04 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.
- C. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.05 REPAIR MATERIALS

- A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 4000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.06 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
 - 1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.

2.07 CONCRETE MIXTURES

- A. Class B: Normal-weight concrete used for foundation walls.
 - 1. Exposure Class: ACI 318 F2.
 - 2. Minimum Compressive Strength: 3500 psi at 28 days, or as noted in the Drawings.
 - 3. Maximum w/cm: 0.50.
 - 4. Slump Limit: 4 inches (100 mm), plus or minus 1 inch.
 - 5. Air Content:
 - a. Exposure Class F2: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size.
 - 6. Limit water-soluble, chloride-ion content in hardened concrete to 1.00 percent by weight of cement.

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94, and furnish batch ticket information.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 - 1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
 - 2. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.03 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.04 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with pattern shown on Drawings and concrete placement sequence
 1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Landscape Architect.
 2. Place joints perpendicular to main reinforcement.
 - a. Continue reinforcement across construction joints unless otherwise indicated.
 3. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
 1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 2. Sawed Joints: Form control joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks, but in no event more than 24 hours after concrete placement.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 1. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants are indicated.

2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints:
1. Install dowel bars and support assemblies at joints where indicated on Drawings.
 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.

3.05 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Landscape Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

5. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - a. Do not place concrete slabs in a checkerboard sequence.
 - b. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - c. Maintain reinforcement in position on chairs during concrete placement.
 - d. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - e. Level concrete, cut high areas, and fill low areas.
 - f. Slope surfaces uniformly to drains where required.
 - g. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 - h. Do not further disturb slab surfaces before starting finishing operations.

3.06 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
 - a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
 - b. Remove projections larger than 1/4 inch (6 mm).
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 (ACI 117M) Class B.
 - e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:
 - a. Perform no later than one day after form removal.
 - b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
 - c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
 - d. Maintain required patterns or variances as shown on Drawings or to match field sample panels or mockups.
2. Grout-Cleaned Rubbed Finish:
 - a. Clean concrete surfaces after contiguous surfaces are completed and accessible.
 - b. Do not clean concrete surfaces as Work progresses.

- c. Mix 1 part portland cement to 1-1/2 parts fine sand, complying with ASTM C144 or ASTM C404, by volume, with sufficient water to produce a mixture with the consistency of thick paint. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces.
 - d. Wet concrete surfaces.
 - e. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap, and keep surface damp by fog spray for at least 36 hours.
 - f. Maintain required patterns or variances as shown on Drawings or to match design reference sample, field sample panels, or mockups.
- C. Related Unformed Surfaces:
- 1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
 - 2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.07 FINISHING SLABS

- A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish:
- 1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
 - 2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch (6 mm) in one direction.
 - 3. Apply scratch finish to surfaces to receive concrete floor toppings.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
- 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
 - 2. Coordinate required final finish with Landscape Architect before application.
- D. Slip-Resistive Finish: Before final floating, apply slip-resistive aggregate finish to concrete stair treads, platforms, ramps as indicated on Drawings
- 1. Apply in accordance with manufacturer's written instructions and as follows:
 - a. Uniformly spread 25 lb/100 sq. ft. of dampened slip-resistive aggregate = over surface in one or two applications.
 - b. Tamp aggregate flush with surface, but do not force below surface.
 - c. After broadcasting and tamping, apply float finish.
 - d. After curing, lightly work surface with a steel wire brush or an abrasivestone and water to expose slip-resistive [aggregate] [aluminum granules].

3.08 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.09 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1, before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces.
2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
3. If forms remain during curing period, moist cure after loosening forms.
4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
 - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
 - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
 - d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
 - a. Slabs to Receive Curing Compound:

- 1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
- 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
- 3) Maintain continuity of coating, and repair damage during curing period.
- 4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer, unless manufacturer certifies curing compound does not interfere with bonding of slab covering used on Project.

3.10 TOLERANCES

- A. Conform to ACI 117 (ACI 117M).

3.11 CONCRETE SURFACE REPAIRS

- A. Defective Concrete:

1. Repair and patch defective areas when approved by Landscape Architect.
2. Remove and replace concrete that cannot be repaired and patched to Landscape Architect's approval.

- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete.
 - a. Limit cut depth to 3/4 inch (19 mm).
 - b. Make edges of cuts perpendicular to concrete surface.
 - c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
 - d. Fill and compact with patching mortar before bonding agent has dried.
 - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
 - a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
 - b. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Landscape Architect.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as slabs, for finish, and verify surfacetolerances specified for each surface.
 - a. Correct low and high areas.
 - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
 - a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
 - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - b. Feather edges to match adjacent floor elevations.
6. Correct other low areas scheduled to remain exposed with repair topping.
 - a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
 - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.
 - e. Cure in same manner as adjacent concrete.
8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.

- b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
9. Perform structural repairs of concrete, subject to Landscape Architect's approval, using epoxy adhesive and patching mortar.
 10. Repair materials and installation not specified above may be used, subject to Landscape Architect's approval.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
 1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31.
 2. Testing agency shall immediately report to Landscape Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 3. Testing agency shall report results of tests and inspections, in writing, to Owner, Landscape Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports shall include reporting requirements of ASTM C31, ASTM C39, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

- B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C143:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C231 pressure method, for normal-weight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C1064:
 - a. One test hourly when air temperature is 40° F and below, or 80° F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C31:
 - a. Cast and laboratory cure two sets of two 4-inch by 8-inch cylinder specimens for each composite sample.
 - b. Cast, initial cure, and field cure two sets of two standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.
 - b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days.
 - c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 - 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Landscape Architect but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests:
 - a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Landscape Architect.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Landscape Architect.
 - 1) Acceptance criteria for concrete strength shall be in accordance with ACI 301, section 1.6.6.3.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- D. Measure slab flatness and levelness in accordance with ASTM E1155 within 72 hours of completion of finishing and promptly report test results to Landscape Architect.

3.13 PROTECTION

- A. Protect concrete surfaces as follows:
 1. Protect from petroleum stains.
 2. Diaper hydraulic equipment used over concrete surfaces.
 3. Prohibit use of pipe-cutting machinery over concrete surfaces.
 4. Prohibit placement of steel items on concrete surfaces.
 5. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 03 3000

SECTION 055213 - PIPE AND TUBE RAILINGS PART

1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Stainless steel railings.
- B. Related Requirements:
 - 1. Section 057300 "Decorative Metal Railings" for ornamental railings fabricated from pipes and tubes and guard-infill metals.

1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's product lines of mechanically connected railings.
 - 2. Expanded metal infill panels.
 - 3. Perforated metal infill panels.
 - 4. Woven-wire mesh infill panels.
 - 5. Fasteners.
 - 6. Post-installed anchors.
 - 7. Handrail brackets.
 - 8. Shop primer.
 - 9. Intermediate coats and topcoats.
 - 10. Bituminous paint.
 - 11. Nonshrink, nonmetallic grout.
 - 12. Anchoring cement.

- 13. Metal finishes.
- 14. Paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Samples for Initial Selection: Does not apply.
- D. Samples for Verification: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters, including finish.
 - 2. Fittings and brackets.
 - 3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
 - a. Show method of connecting and finishing members at intersections.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For delegated-design professional engineer testing agency.
- B. Welding certificates.
- C. Mill Certificates: Signed by manufacturers of stainless-steel products, certifying that products furnished comply with requirements.
- D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- E. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.
- F. Research Reports: For post-installed anchors, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

1.8 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication.

PART 2 - PRODUCTS.

2.1 PERFORMANCE REQUIREMENTS

- 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
- 2. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
 - 1. Provide type of bracket with [flange tapped for concealed anchorage to threaded hanger bolt] [predrilled hole for exposed bolt anchorage] and that provides 1-1/2-inch (38-mm) clearance from inside face of handrail to finished wall surface.

2.3 STEEL RAILINGS

- A. Does not apply.
- B. Tubing: Does not apply.
- C. Pipe: Does not apply.
- D. Style Designation: Does not apply.
- E. Perforated-Metal Infill Panels: Does not apply.
- F. Basis-of-Design Product: Does not apply.

2.4 ALUMINUM RAILINGS

- A. Does not apply.
- B. Basis-of-Design Product: Does not apply.

2.5 STAINLESS STEEL RAILINGS

- A. Contractor to provide shop drawings.
- B. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- C. Tubing: ASTM A554, Grade MT 316L.
- D. Pipe: ASTM A312/A312M, Grade TP 316L.
- E. Castings: ASTM A743/A743M, Grade CF 20 and Grade CF 8M.
- F. Plate and Sheet: ASTM A240/A240M or ASTM A666, Type 316L.
- G. Expanded Metal Infill Panels: ASTM F1267, Type II (expanded and flattened), Class 3 (corrosion-resistant steel), made from stainless steel sheet, ASTM A240/A240M or ASTM A666, Type 316.
 - 1.
 - 2. Style Designation: 1-1/2 number 10.
- H. Perforated Metal Infill Panels: Stainless steel sheet, ASTM A240/A240M or ASTM A666, Type 316L, 0.062-inch (1.59 mm) thick, with 1/4-inch (6.4-mm) holes 3/8 inch (9.5 mm) o.c. in staggered rows.
 - 1. Basis-of-Design Product: Contractor to provide shop drawings.
 - 2. Basis-of-Design Product: Contractor to provide shop drawings.

2.6 FASTENERS

- A. Fastener Materials:
 - 1. Ungalvanized-Steel Railing Components: Plated steel fasteners complying with ASTM F1941 (ASTM F1941M), Class Fe/Zn 5 for zinc coating.
 - 2. Hot-Dip Galvanized Railing Components: Type 304 stainless steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329/F2329M for zinc coating.
 - 3. Aluminum Railing Components: Type 316 stainless steel fasteners.
 - 4. Stainless Steel Railing Components: Type 316 stainless steel fasteners.

- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
 - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
 - 2. Provide Phillips tamper-resistant square or hex socket flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193.
 - 1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless steel bolts, ASTM F593, and nuts, ASTM F594.

2.7 MISCELLANEOUS MATERIALS

- A. Handrail Brackets: Cast stainless steel center of handrail 2-1/2 inches (63.5 mm) from face of railing wall.
- B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.
 - 1. For stainless steel railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- C. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- D. Galvanizing Repair Paint: High-zinc-dust-content paint, complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- E. Shop Primers: Does not apply.
- F. Universal Shop Primer: Does not apply.
- G. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- H. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- I. Intermediate Coats and Topcoats: Does not apply.
- J. Epoxy Intermediate Coat: Does not apply.

- K. Polyurethane Topcoat: Does not apply.
- L. Bituminous Paint: Does not apply.
- M. Nonshrink, Nonmetallic Grout: Does not apply.
- N. Anchoring Cement: Does not apply.

2.8 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.
 - 1. Clearly mark units for reassembly and coordinated installation.
 - 2. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately.
 - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated.
 - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water.
 - 1. Provide weep holes where water may accumulate.
 - 2. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded or nonwelded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #1 welds; ornamental quality with no evidence of a welded joint. Finish #2 welds; good appearance, completely sanded joint, some undercutting and pinholes okay. Finish #3 welds; utilitarian appearance not subject to view, partially dressed weld with spatter removed.

- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- J. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- K. Form changes in direction as follows:
 - 1. By radius bends of radius indicated or by inserting prefabricated elbow fittings of radius indicated.
- L. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.
- M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is $\frac{1}{4}$ inch (6 mm) or less.
- N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work.
 - 1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
 - 2. Coordinate anchorage devices with supporting structure.
- P. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than $\frac{1}{2}$ inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.
- Q. For removable railing posts, fabricate slip-fit sockets from stainless steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height.
 - 1. Provide socket covers designed and fabricated to resist being dislodged.
 - 2. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- R. Expanded-Metal Infill Panels: Fabricate infill panels from expanded-metal sheet of same metal as railings.
 - 1. Edge panels with U-shaped channels made from metal sheet, of same metal as expanded metal and not less than 0.043 inch (1.1 mm) thick.

2. Orient expanded metal with long dimension of diamonds parallel to top rail perpendicular to top rail horizontal vertical.
- S. Perforated-Metal Infill Panels: Fabricate infill panels from perforated metal made from stainless steel same metal as railings in which they are installed.
1. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch (1.1 mm) thick.
 2. Orient perforated metal with pattern parallel to top rail perpendicular to top rail horizontal vertical as indicated on Drawings].
- T. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1-by-1/2-by-1/8-inch (25-by-13-by-3-mm) metal channel frames.
1. Fabricate wire mesh and frames from same metal as railings in which they are installed.
 2. Orient wire mesh with diamonds vertical diamonds perpendicular to top rail wires perpendicular and parallel to top rail wires horizontal and vertical as indicated on Drawings.
- U. Toe Boards: Does not apply.

2.9 STEEL AND IRON FINISHES

- A. Galvanized Railings:
1. Hot-dip galvanize exterior indicated steel railings, including hardware, after fabrication.
 2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
 3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner and as follows.
1. Comply with SSPC-SP 16.
- D. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, hot-dip galvanize anchors to be embedded in exterior concrete or masonry.
- E. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1 for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

2.10 ALUMINUM FINISHES

- A. Does not apply.

2.11 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run grain with long dimension of each piece.
 - 2. When polishing is completed, passivate and rinse surfaces.
 - 3. Remove embedded foreign matter and leave surfaces chemically clean.
- C. Stainless Steel Pipe and Tubing Finishes:
 - 1. 180-Grit Polished Finish: Uniform, directionally textured finish.
 - 2. 320-Grit Polished Finish: Oil-ground, uniform, fine, directionally textured finish.
 - 3. Polished and Buffed Finish: 320-grit finish followed by buffing to a high luster finish to a mirror-like finish to match Architect's sample.
- D. Stainless Steel Sheet and Plate Finishes:
 - 1. Directional Satin Finish: ASTM A480/A480, No. 4.
 - 2. High-Luster Finish: ASTM A480/A480M, No. 7.
 - 3. Mirror Finish: ASTM A480/A480M, No. 8.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installing railings.
 - 1. Fit exposed connections together to form tight, hairline joints.
 - 2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
 - 3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
 - 4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 5. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).

6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3.5 m).
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches (50 mm) beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Anchor posts to metal surfaces with flanges, angle type, or floor type, as required by conditions, connected to posts and to metal supporting members as follows:
 1. For stainless steel railings, weld flanges to post and bolt to supporting surfaces.

3.5 ATTACHING RAILINGS

- A. Anchor railing ends to concrete and masonry with sleeves concealed within flanges connected to brackets on underside of rails connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends.

- C. Attach handrails to walls with wall brackets, except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface.
 - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt predrilled hole for exposed bolt anchorage.
 - 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- D. Secure wall brackets and railing end flanges to building construction as follows:
 - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 - 2. For hollow masonry anchorage, use toggle bolts.
 - 3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
 - 4. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.6 REPAIR

- A. Touchup Painting: Does not apply.

3.7 CLEANING

- A. Clean stainless steel by washing thoroughly with clean water and soap and rinsing with clean water.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 055213

SECTION 057300 - DECORATIVE METAL RAILINGS PART 1

- GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Stainless steel decorative railings.
- B. Related Requirements:
 - 1. Section 055213 "Pipe and Tube Railings" for nonornamental railings fabricated from pipes and tubes.

1.3 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference on-site.

1.5 ACTION SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's product lines of decorative metal railings assembled from standard components.
 - 2. Illuminated handrails.
 - 3. Stainless steel cable and cable fittings.
 - 4. Expanded metal infill panels.
 - 5. Perforated metal infill panels.

6. Woven-wire mesh infill panels.
 7. Fasteners.
 8. Post-installed anchors.
 9. Handrail brackets.
 10. Wood rails.
 11. Lacquer for copper alloys.
 12. Shop primer.
 13. Intermediate coats and topcoats.
 14. Bituminous paint.
 15. Nonshrink, nonmetallic grout.
 16. Anchoring cement.
 17. Metal finishes.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.
1. For illuminated railings, include wiring diagrams and roughing-in details.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.
- D. Samples for Verification: For each type of exposed finish required.
1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters
 2. Illuminated railing.
 3. Fittings, end caps, and brackets.
 4. Welded connections.
 5. Brazed connections.
 6. Cable and cable hardware and connections.
 7. Assembled Sample of railing system, made from full-size components, including top rail, post, illuminated handrail, and guard infill. Sample need not be full height.
 - a. Show method of connecting and finishing members at intersections.
- E. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For delegated-design professional engineer testing agency.
- B. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.
- C. Research Reports: For post-installed anchors, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.
- D. Preconstruction test reports.

1.7 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockups as shown on Drawings.
 - 2. Build mockups for each form and finish of railing, consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches (600 mm) in length.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner will engage a qualified testing agency to perform preconstruction testing on laboratory mockups. Payment for these services will be made by Owner from the testing and inspecting allowance, as authorized by Change Orders by Contractor. Retesting of products that fail to meet specified requirements shall be done at Contractor's expense.
 - 1. Build laboratory mockups at testing agency facility; use personnel, materials, and methods of construction that will be used at Project site.
 - 2. Test railings in accordance with ASTM E894 and ASTM E935.
 - 3. Notify Architect [seven] <Insert number> days in advance of the dates and times when laboratory mockups will be tested.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to wall construction.

- B. Structural Performance: Railings, including attachment to wall construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Infill of Guards:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.
 - 3. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.

2.3 STAINLESS STEEL DECORATIVE RAILINGS

- A. Source Limitations: Obtain stainless steel decorative railing components from single source from single manufacturer.
- B. Tubing: ASTM A554, Grade MT 316L.
- C. Pipe: ASTM A312/A312M, Grade TP 316L.
- D. Castings: ASTM A743/A743M, Grade CF 20 and Grade CF 8M.
- E. Plate, Sheet, and Strip: ASTM A240/A240M or ASTM A666, Type 316L.
- F. Flat Bar: ASTM A666, Type 316L.
- G. Bars and Shapes: ASTM A276/A276M, Type 316L.
- H. Stainless Steel Cable and Cable Fittings: Does not apply.

2.4 FASTENERS

- A. Fastener Materials:

1. Aluminum Railing Components: Type 316 stainless steel fasteners.
 2. Copper-Alloy (Bronze) Railing Components: Silicon bronze (Alloy 651 or Alloy 655) fasteners where concealed; muntz metal (Alloy 280) fasteners where exposed.
 3. Copper-Alloy (Brass) Railing Components: Silicon bronze (Alloy 651 or Alloy 655) fasteners, where concealed; brass (Alloy 260 or Alloy 360) fasteners where exposed.
 4. Stainless Steel Railing Components: Type 316 stainless steel fasteners.
 5. Ungalvanized-Steel Railing Components: Plated-steel fasteners complying with ASTM F1941/F1941M, Class Fe/Zn 5 for electrodeposited zinc coating where concealed; Type 304 stainless steel fasteners where exposed.
 6. Hot-Dip Galvanized-Steel Railing Components: Type 304 stainless steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329/F2329M for zinc coating.
 7. Dissimilar Metal Railing Components: Type 316 stainless steel fasteners.
 8. Finish exposed fasteners to match appearance, including color and texture, of railings.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless otherwise indicated exposed fasteners are unavoidable exposed fasteners are the standard fastening method for railings indicated.
1. Provide Phillips tamper-resistant square or hex socket flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, in accordance with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193.
1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.
 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless steel bolts, ASTM F593 and nuts, ASTM F594.

2.5 MISCELLANEOUS MATERIALS

- A. Handrail Brackets: Cast stainless steel center of handrail 2-1/2 inches (63.5 mm) from face of railing wall.
1. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.
- B. Wood Rails: Does not Apply
- a. Profile: As indicated on Drawings.

- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - 1. For stainless steel railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- E. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - 1. Water-Resistant Product: At exterior locations and where indicated on Drawings, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.6 FABRICATION

- A. Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.
 - 1. Clearly mark units for reassembly and coordinated installation.
 - 2. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately.
 - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated.
 - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water.
 - 1. Provide weep holes where water may accumulate.
 - 2. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded or mechanical connections unless otherwise indicated.

- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #1 welds; ornamental quality with no evidence of a welded joint.
- I. Brazed Connections: Connect copper and copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.
 - 1. Use materials and methods that match color of base metal, minimize distortion, and develop maximum strength and corrosion resistance.
 - 2. Remove flux immediately.
 - 3. At exposed connections, finish exposed surfaces smooth and blended, so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.
- J. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings.
 - 1. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - 2. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- K. Form changes in direction as follows:
 - 1. By radius bends of radius indicated or by inserting prefabricated elbow fittings of radius indicated.
- L. Bend members in jigs to produce uniform curvature for each configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- M. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.
- N. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is or 1/4 inch (6 mm) less.
- O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, handrail brackets, miscellaneous fittings, and anchors to interconnect railing members to other Work unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers or other means to transfer loads through wall finishes to

structural supports and to prevent bracket or fitting rotation and crushing of substrate.

- P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry Work.
 - 1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
 - 2. Coordinate anchorage devices with supporting structure.
- Q. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches (150 mm) long with inside dimensions not less than 1/2 inch (13 mm) greater than outside dimensions of post, with metal plate forming bottom closure.
- R. For removable railing posts, fabricate slip-fit sockets from stainless steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height.
 - 1. Provide socket covers designed and fabricated to resist being dislodged.
 - 2. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- S. Stainless Steel Cable Guard Infill: Fabricate cable guard infill assemblies in the shop to field-measured dimensions with fittings machine swaged.
 - 1. Minimize amount of turnbuckle take-up used for dimensional adjustment, so maximum amount is available for tensioning cable.
 - 2. Tag cable assemblies and fittings to identify installation locations and orientations for coordinated installation.
- T. Expanded-Metal Infill Panels: Fabricate infill panels from stainless steel expanded- metal sheet unless otherwise indicated.
 - 1. Edge panels with U-shaped channels made from same metal as infill; not less than 0.043 inch (1.1 mm) thick.
 - 2. Orient expanded metal with long dimension of diamonds parallel to top rail.
- U. Perforated-Metal Infill Panels: Fabricate infill panels from perforated metal made from stainless steel.
 - 1. Edge panels with U-shaped channels made from metal sheet, of same metal as perforated metal and not less than 0.043 inch (1.1 mm) thick.
 - 2. Orient perforated metal with pattern parallel to top rail.
- V. Woven-Wire Mesh Infill Panels: Fabricate infill panels from woven-wire mesh crimped into 1-by-1/2-by-1/8-inch (25-by-13-by-3-mm) metal channel frames.
 - 1. Fabricate wire mesh and frames from stainless steel.
 - 2. Orient wire mesh with wires perpendicular and parallel to top rail.
- W. Toe Boards: Does not apply.

2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.8 ALUMINUM FINISHES

- A. Does not apply.

2.9 COPPER-ALLOY FINISHES

- A. Does not apply.

2.10 STEEL AND IRON FINISHES

- A. Galvanized Railings:
 - 1. Hot-dip galvanize exterior steel and iron railings, including hardware, after fabrication.
 - 2. Hot-dip galvanize indicated steel and iron railings, including hardware, after fabrication.
 - 3. Comply with ASTM A123/A123M for hot-dip galvanized railings.
 - 4. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
 - 5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner and as follows:
 - 1. Comply with SSPC-SP 16.

- D. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, hot-dip galvanize anchors to be embedded in exterior concrete or masonry.
- E. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with requirements indicated below:
 - 1. Exterior Railings: SSPC-SP 6/NACE No. 3.
 - 2. Railings Indicated To Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3.
 - 3. Railings Indicated To Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3.
 - 4. Other Railings: SSPC-SP 7/NACE No. 4.
- F. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1 for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
 - 1. Treat prepared metal with iron-phosphate pretreatment, rinse, and seal surfaces.
 - 2. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness of not less than 1.5 mils (0.04 mm).
- G. Powder-Coat Finish for Galvanized Metal: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:
 - 1. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
 - 2. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
 - 3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness of not less than 1.5 mils (0.04 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installing railings.
 - 1. Fit exposed connections together to form tight, hairline joints.
 - 2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
 - 3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
 - 4. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

5. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
 6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (6 mm in 3 m).
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
1. Coat concealed surfaces of stainless steel that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches (50 mm) beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches (150 mm) of post.

3.4 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Cover anchorage joint with flange of same metal as post, welded to post after placing anchoring material.
- C. Anchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:

3.5 ATTACHING RAILINGS

- A. Attach handrails to walls with wall brackets, except where end flanges are used. Provide brackets with 1-1/2-inch (38-mm) clearance from inside face of handrail and finished wall surface.

1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- B. Secure wall brackets and railing end flanges to building construction as follows:
1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 2. For hollow masonry anchorage, use toggle bolts.
 3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
 4. For steel-framed partitions, fasten brackets with toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by Owner from the testing and inspecting allowance, as authorized by Change Orders.
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings in accordance with ASTM E894 and ASTM E935 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Architect and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

3.7 CLEANING

- A. Clean stainless steel by washing thoroughly with clean water and soap, rinsing with clean water, and wiping dry.
- B. Clean copper alloys in accordance with metal finisher's written instructions in a manner that leaves an undamaged and uniform finish matching approved Sample.
- C. Clean plastic handrail caps by wiping with a damp cloth and then wiping dry.
- D. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 057300

SECTION 32 0190 – LANDSCAPE MAINTENANCE PART

1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Scope:
 - 1. Provide all materials, labor, products, equipment, and services necessary to maintain site landscape work for a Maintenance Period of twelve (12) months, commencing from the date of Substantial Completion.
 - 2. Maintain all landscape vegetation and irrigation systems as described herein.
- B. Product data:
 - 1. Submit manufacturer's product literature, instructions, diagrams, specimen labels, MSDS, and other pertinent information.
- C. Maintenance manual:
 - 1. Include a reasonably accurate schedule, seasonal calendar, and list of procedures for a landscape maintenance program, which represents one full cycle within the contract period. Submittal shall be made 30 days before the beginning of the contract period. Revised submittal shall be submitted 60 days before the close of the contract period.

1.03 JOB CONDITIONS

- A. Coordinate the work of this section with that of other trades.
- B. Examine conditions under which Work is to be performed and notify Owner in writing of unsatisfactory conditions. Do not perform work until corrections are made.
- C. Determine extent and locations of all underground utilities and fixtures, prior to excavation of any kind. Take appropriate measures to locate lines by contacting the Alabama One Call service, and by careful excavation at the site.

1.04 QUALITY ASSURANCE

- A. Plant material: Comply with requirements of Section 32 9300 "Plants."
- B. Contractor Qualifications: Engage a firm experienced in the successful landscape maintenance in urban settings in the Birmingham/Central Alabama region. Firm shall

have sufficient manpower, equipment, and financial resources to complete the Work of this Section.

1. Firm shall provide a list of a minimum of five completed or ongoing landscape maintenance contracts in the Birmingham/Central Alabama region with a minimum contract duration of 24 consecutive months within the past five years, similar in scope of maintenance services required/provided and extent of area maintained, with owner/client contact information for each example.
- C. Supervision:
1. Scheduling, operations, installation/replacements, and maintenance shall be supervised by one or more persons having one or more of the following qualifications:
 - a. A four-year degree in ornamental horticulture or a related field from an accredited institution.
 - b. Certified or Licensed Horticulturist or Certified Landscape Professional.
 - c. Possesses a State Setting of Landscape Plants license.
 - d. Possesses a State Commercial Pesticide Applicator license.
- D. Inspection and approval:
1. All plant material is subject to inspection and approval by the Owner in the field prior to digging; in the nursery containers; before planting and installation; or at any time during the installation and completion of this phase of the Work.
 2. Immediately remove from site plant materials or other materials not complying with specified requirements.
 3. Approval is for visual qualities only, and does not relieve the Contractor of his obligation to provide materials and workmanship in full compliance with the requirements of the Contract Documents.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in manufacturer's original containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site immediately prior to installation.
- B. Deliver all non-packaged materials to the site in a manner that will prevent loss, damage, deterioration, or contamination.
- C. Store all materials at the site in approved locations to prevent loss, damage, deterioration, or contamination.
- D. Plants: Comply with delivery, storage, and handling requirements of Section 32 9300, "Plants."

1.06 SITE MAINTENANCE

- A. Keep streets, sidewalks, and structures adjacent to maintenance operations clean and free of obstructions, mud, and debris at all times.
- B. Do not permit flushing of streets or disposal of dirt or debris into storm drains.

- C. Control dust from maintenance operations.

PART 2 - PRODUCTS

2.01 WATER

- A. Owner will provide potable water at quick couplers in on-site irrigation system.
- B. Contractor shall provide necessary hoses, attachments, and accessories.

2.02 SOIL AMENDMENTS

- A. Comply with the requirements of Section 32 9113 "Soil Preparation."
- B. Apply amendments as recommended in soil testing report.

2.03 MULCH

- A. Comply with the requirements of Section 32 9300 "Plants" and the Drawings.

2.04 PLANT MATERIALS

- A. Comply with the requirements of Section 32 9300 "Plants" and the Drawings.

2.05 CHEMICAL WEED CONTROL

- A. Pre-emergent, bed areas:
 - 1. Commercially available, selective pre-emergent containing the appropriate active ingredient(s) and mode of action, given proper identification of target species and other site condition factors.
 - 2. Follow manufacturer's recommendation for strength, rate, and method of application.
- B. Herbicide:
 - 1. Commercially available, non-selective post-emergent with no residual soil activity.
 - 2. Follow manufacturer's recommendation for strength, rate, and method of application.

PART 3 - EXECUTION

3.01 GENERAL

- A. Provide maintenance according to the following:
 - 1. Performance specification guidelines of this Section.
 - 2. Required Service List provided as an Appendix to this Section.
 - 3. All related ANSI Standards, American Horticultural Society Standards, and other accepted horticultural practices and techniques.
 - 4. Manufacturer's recommendations for material use.
 - 5. Applicable state laws and local ordinances/regulations.

3.02 WATERING

- A. General watering: Where watering is not provided by in-ground automatic irrigation system:
 - 1. Water during early morning hours.
 - 2. Deep watering: Use appropriate volume and pressure to ensure water percolates to a depth consistent with the root ball height for the species, size, and on-site soil conditions.
 - 3. Maintain uniform moisture in all designated planting areas during winter, especially when a freeze is expected.
- B. Trees:
 - 1. Achieve deep watering of all designated trees until fully established, using a suitable high volume, low-pressure method.
 - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems. Adjust watering schedule accordingly or take other corrective measures.
 - 3. Where water bags are deployed, deep watering shall directly precede filling of water bags.
- C. Shrubs:
 - 1. Water shrubs as necessary to maintain sufficient uniform moisture in bed.
- D. Containers:
 - 1. Fill self-watering container water reservoirs on schedule required to maintain water availability to plants, based on container and reservoir sizes.
- E. Automatic irrigation system(s): Maintain Owner's irrigation system(s) in good repair and working order during the Maintenance Period. Operation, management, and maintenance of the irrigation system(s) are included in the Work of this Section.

3.03 INSECT AND DISEASE CONTROL

- A. Observe all applicable laws, statutes, and ordinances regulating the purchase, use, application, and licensing for all pesticides. Include application records in Site Visit Reports.

- B. Follow manufacturer's recommendations and observe all safety precautions.
- C. Apply appropriate preventive pest and disease control to plants during the establishment period, to the extent that certain common problems are known to exist with particular species selections.
- D. Observe and note the presence of any pests and/or diseases on trees and shrubs, and include in Site Visit Report to Owner.

3.04 PRUNING

- A. General pruning:
 - 1. Adhere to ANSI Standards A300 and Z133, latest edition.
 - 2. Routinely sanitize pruning implements to prevent transmission and spread of pests and pathogens.
 - 3. Remove all debris produced by pruning operations from site, taking care with diseased plant material debris to prevent spread of disease.
- B. Shrubs:
 - 1. Coordinate shaping pruning time with flowering cycles.
 - 2. Routinely remove dead, diseased, or broken portions of shrubs.
 - 3. Provide notification to Owner prior to conducting large-scale or otherwise significant pruning operations for purposes beyond general maintenance and cleaning.
- C. Trees:
 - 1. Prune trees only at specific direction or request of Owner.
 - 2. No tree pruning shall occur prior to an on-site meeting with the City Arborist and/or City Landscape Architect, the Supervisor, and any person(s) who will be directed to perform any portion of tree pruning.
- D. Annuals/Perennials:
 - 1. Routinely and promptly remove any dead plants, and any dead, broken, or diseased portions of plants.
 - 2. Routinely deadhead plants for fresh appearance and to enhance frequency and number of blooms.

3.05 WEEDING

- A. Minimum weeding:
 - 1. Remove visible weeds according to the Maintenance Schedule included in this Section.
 - 2. Follow Maintenance Schedule for minimum pre-emergent, post-emergent, and chemical contract spray applications.

3.06 MULCHING

- A. Keep planting areas neat and uniformly mulched at a depth of three inches on a continual basis, unless noted otherwise.
- B. Prevent excessive buildup of mulch that causes fibrous root development within the top organic layer of the soil profile. Remove and reinstall mulch as required for correction.
- C. Remove and replace loose mulch once each year. Redistribute, even out, or add mulch throughout the year, in conjunction with scheduled site visits, to maintain consistent depth and neat appearance.

3.07 STRAIGHTENING

- A. Maintain plants in their stable upright position, and at the proper grade, by straightening plants, raising plants which have settled, or by other means.

3.08 MAINTENANCE SCHEDULE

Weeks per month	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
ANNUAL RECURRING SERVICES												
Policing/trash pick-up/blowing	5	4	4	5	4	4	5	4	5	4	4	4
Weeding	5	4	4	5	4	4	5	4	5	4	4	4
Deadheading/pruning	2	2	2	2	2	2		1		1		2
Pest management (monitor/treat)	1	1	1	1	1	1				1		
SEASONAL SERVICES												
Leaf service							5	4	2			
Pest management (monitor/treat)	1	1	1	1	1	1				1		
Fertilizing							1				1	
Pre-emergent application						1				1		
Tree limb-up									1			

Weeks per month	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
Perennial/ groundcover cutback							1				1	
Ornamental grass cutback											1	
Mulch application												1
Seasonal color (annuals)	1					1						
Seasonal color (bulbs)								1				

3.09 CLEAN-UP

- A. Clean up adjacent walks and pavement where littered as a result of maintenance operations.
- B. Remove trash and debris from surface of planting areas, whether or not as a result of maintenance operations.

3.10 SITE VISIT REPORTING

- A. Following a site visit to perform any task on the Maintenance Schedule, the Contractor shall submit a report to the Owner, with the following information:
 1. Location, date, and time of visit(s).
 2. Specific tasks performed.
 3. Documentation of products used to complete tasks, with corresponding rates and total amounts of products used.
 4. Site observations and problems with adjacent landscape and hardscape features.
- B. Monthly invoicing including the above information shall be deemed sufficient reporting.

3.11 ACCEPTANCE

- A. Basis of Acceptance:
 1. Contractor is responsible for landscape maintenance work specified in this Section and in keeping with accepted horticultural practices.
 2. For the duration of the Maintenance Period, replace all dead or diseased annuals, or those not in a thriving condition, with no additional cost to the Owner and as soon as weather permits.

3. For the duration of the Maintenance Period, make good any other damage, loss, destruction, or failure to flourish sufficiently as the result of inferior or defective materials or workmanship, including, but not limited to, inadequate drainage.
4. All replacement material shall match the appearance of the original material at the time of replacement.
5. Remove dead or dying material from the site within one week following notice from the Owner.
6. Repair grades and other work necessitated due to planting replacement.
7. If the replacement is not acceptable during or at the end of the Maintenance Period, the Owner may elect subsequent replacement or credit.
8. Responsibility for repair or replacement applies to losses or damage other than those due to vandalism, Owner neglect, or Acts of Nature, as determined by the Landscape Architect.
 - a. Acts of God include, but may not be limited to, high winds of hurricane or tornado force; sleet, hail, freezing rain; and extreme cold.
 - b. Contractor agrees to replace losses due to Acts of Nature at 15% less than the original contract price for the damaged work.

3.12 FINAL INSPECTION AND ACCEPTANCE

- A. At the end of the Maintenance Period, submit request for inspection for Final Acceptance to the Owner and Landscape Architect at least 10 days prior to the anticipated date of inspection.
- B. Upon request for inspection, jointly review with Owner and Landscape Architect all Work for Final Inspection.
- C. Replace mulch to specified thickness.
- D. Submit 3 copies of maintenance manual for Owner's information and approval, containing full details for care and maintenance of landscape work; personnel and procedures; and weekly maintenance schedule.
- E. Upon completion by the Contractor of all required repairs, replacements, and submittals, the Landscape Architect will confirm the date of Final Acceptance of the Work.

END OF SECTION 32 0190

SECTION 32 1316

DECORATIVE CONCRETE PAVING PART

1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Colored concrete paving.
- B. Related Requirements:
 - 1. Section 03 3000 "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Section 32 1373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within decorative concrete paving and in joints between decorative concrete paving and other paving or adjacent construction.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of exposed color, pattern, or texture indicated.
- C. Design Mixtures: For each decorative concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer, ready-mix concrete manufacturer, and testing agency.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or epoxy adhesive.
 - 8. Joint fillers.
- C. Material Test Reports: For each of the following:

1. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

D. Field quality-control reports.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer of decorative concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
- C. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Build mockups of full-thickness sections of decorative concrete paving to demonstrate typical joints; surface color, pattern, and texture; curing; and standard of workmanship.
 2. Build mockups of decorative concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Landscape Architect and not less than 12 inches by 36 inches.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Landscape Architect specifically approves such deviations in writing.
 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on decorative concrete paving mixtures.

1.08 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 2. Do not use frozen materials or materials containing ice or snow.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot- weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.01 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.02 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.03 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.
- C. Joint Dowel Bars: ASTM A615/A615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.04 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 1. Portland Cement: ASTM C150/C150M, gray portland cement Type I/II.
 2. Fly Ash: ASTM C618, Class C or F.
 3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
- C. Normal-Weight Aggregates: ASTM C33/C33M, Class 4M uniformly graded. Provide aggregates from a single source.
 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

- D. Air-Entraining Admixture: ASTM C260/C260M.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
 - 3. Water-Reducing and Accelerating Admixture: ASTM C494/C494M, Type E.
- F. Ochre Color Pigment:
 - 1. Synthetic: ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.
 - a. Medium Alabama Ochre by Alabama Pigment Company, McCalla, AL, 205.938.3065; alabamapigments.com. Mix per manufacturer's recommended rate of 12.5 lbs./cubic yard.
 - 2. Natural: #548 Ochre by New Riverside Company, Inc., 800.248.0176; or Southern Color, Cartersville, GA. Mix per manufacturer's recommendations at a rate of 37.5 lbs./cubic yard.
- G. Colored concrete sealant: Precision Premium Cure and Seal 19 by Alabama Pigment Company, McCalla, AL, 205.938.3065; alabamapigments.com.
- H. Water: Potable and complying with ASTM C94/C94M.

2.05 FIBER REINFORCEMENT

- A. Synthetic Fiber, Monofilament Fibers: Monofilament polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches long.

2.06 CURING AND SEALING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- B. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A, manufactured for use with colored concrete.

2.07 RELATED MATERIALS

- A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Epoxy-Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.08 CONCRETE MIXTURES

- A. Obtain each color, size, type, and variety of concrete mixture from single manufacturer with resources to provide concrete of consistent quality in appearance and physical properties.
- B. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
- C. Cementitious Materials Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 1. Fly Ash or Pozzolan: 25 percent.
 2. Slag Cement: 50 percent.
 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- D. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 1. Air Content:
 - a. 5 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- E. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- F. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use water-reducing admixture in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- G. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate.
- H. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
- I. Concrete Mixtures: Normal-weight concrete.
 1. Compressive Strength (28 Days): 4000 psi.
 2. Maximum W/C Ratio at Point of Placement: 0.50.
 3. Slump Limit: 3½ inches, plus or minus 1 inch.

2.09 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. Protect adjacent construction from discoloration and spillage during application of color hardeners, release agents, stains, curing compounds, and sealers.

3.03 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.04 INSTALLATION OF STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.05 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints as shown in the Drawings.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.

4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 5. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Control Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent decorative concrete paving:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.07 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

3.08 INTEGRALLY COLORED CONCRETE FINISH

- A. Integrally Colored Concrete Finish: After final floating, apply the following finish:
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.09 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing and Sealing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Thickness: Plus or minus 1/4 inch.
 - 2. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/8 inch.
 - 3. Joint Spacing: Plus or minus 3 inches.
 - 4. Control Joint Depth: Plus 1/4 inch, no minus.
 - 5. Joint Width: Plus 1/8 inch, no minus.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Landscape Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Landscape Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Landscape Architect.
- G. Decorative concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.
- 3.12 REPAIR AND PROTECTION**
- A. Remove and replace decorative concrete paving that is broken or damaged or does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Landscape Architect.
- B. Protect decorative concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

- C. Maintain decorative concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 1316

SECTION 32 1373

CONCRETE PAVING JOINT SEALANTS PART 1 -

GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Joint-sealant backer materials.
 - 3. Primers.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Paving-Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Product Certificates: For each type of joint sealant and accessory.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.

1.07 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.02 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D5893/D5893M, Type NS.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Crafcro Inc., an ERGON company; RoadSaver Silicone.
 - b. Dow Corning Corporation; 888.
 - c. Pecora Corporation; 301 NS.
- B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D5893/D5893M, Type SL.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Crafcro Inc., an ERGON company; RoadSaver Silicone SL.
 - b. Dow Corning Corporation; 890-SL.
 - c. Pecora Corporation; 300 SL.

2.03 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- D. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.04 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.03 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.04 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.05 PAVING-JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Joints within concrete paving.
 - 1. Joint Location:
 - a. Expansion and isolation joints in concrete paving.
 - b. Contraction joints in concrete paving.
 - c. Other joints as indicated.
 - 2. Joint Sealant: Single-component, nonsag, silicone joint sealant] [Single-component, self-leveling, silicone joint sealant.
 - 3. Joint-Sealant Color as indicated on drawings.

END OF SECTION 32 1373

SECTION 32 1400 - UNIT PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Brick pavers.
 - 2. Stone pavers.
 - 3. Curbs and edge restraints.
- B. Related Requirements:
 - 1. Section 03 3000 "Cast-in-Place Concrete" for concrete base under unit pavers and for cast-in-place concrete curbs and gutters serving as edge restraints for unit pavers.

1.03 ACTION SUBMITTALS

- A. Product Data:
 - 1. For the following:
 - a. Pavers.
 - b. Bituminous setting materials.
 - c. Mortar and grout materials.
- B. Sieve Analyses: For aggregate setting-bed materials, according to ASTM C136.
- C. Samples for Verification: For full-size units of each type of unit paver indicated. Assemble no fewer than five Samples of each type of unit on suitable backing and grout joints.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Adhesion and Compatibility Test Reports: From latex-additive manufacturer for mortar and grout containing latex additives.

- C. Material Certificates: For unit pavers. Include statements of material properties indicating compliance with requirements, including compliance with standards. Provide for each type and size of unit.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for unit pavers, indicating compliance with requirements.
 - 1. For solid interlocking paving units, include test data for freezing and thawing according to ASTM C67.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified unit paving installer. Installer's personnel assigned to the Work shall have Concrete Paver Installer Certification from the Interlocking Concrete Pavement Institute (ICPI) with both of the following designations:
 - 1. Residential Paver Technician Designation.
 - 2. Commercial Paver Technician Designation.

1.06 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Submit to latex-additive manufacturer, for testing as indicated below, Samples of flooring materials that will contact or affect mortar and grout that contain latex additives.
 - 1. Use manufacturer's standard test methods to determine whether mortar and grout materials will obtain optimal adhesion with, and will be nonstaining to, installed brick and other materials constituting brick paving installation.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Store liquids in tightly closed containers protected from freezing.

1.08 FIELD CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

B. Weather Limitations for Mortar and Grout:

1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F and higher.
 - a. When ambient temperature exceeds 100 deg F, or when wind velocity exceeds 8 mph and ambient temperature exceeds 90 deg F, set pavers within 1 minute of spreading setting-bed mortar.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.02 BRICK PAVERS

- A. Brick Pavers: Marion Ceramics; 2245 Blue Brick Court; Marion, SC 29571; 800.845.4010; or approved substitute.
1. Brick Pavers, Light-Traffic Paving Brick: ASTM C902, Class SX, Type 3, for exterior use. Provide brick without frogs or cores in surfaces exposed to view in the completed Work.
 - a. Thickness: 15/16 inches.
 - b. Face Size: 3-5/8 by 7-5/8 inches.
 - c. Color: As indicated in the Drawings.
 2. Seal: Brick tiles shall be sealed after installation, but before grouting. After grouting and final cleanup, brick tile and grout joints shall be re-sealed.
- B. Temporary Protective Coating: Precoat exposed surfaces of brick pavers with a continuous film of a temporary protective coating that is compatible with brick, mortar, and grout products and can be removed without damaging grout or brick. Do not coat unexposed brick surfaces; handle brick to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.

2.03 CURBS AND EDGE RESTRAINTS

- A. Job-Built Concrete Edge Restraints: Comply with requirements in Section 03 3000 "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mixed concrete with minimum 28-day compressive strength of 3000 psi.

2.04 ACCESSORIES

- A. Compressible Foam Filler: Preformed strips complying with ASTM D1056, Grade 2A1.

2.05 AGGREGATE SETTING-BED MATERIALS

- A. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C33/C33M for fine aggregate.

2.06 MORTAR SETTING-BED MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II.
- B. Sand: ASTM C144, or as required by latex-additive manufacturer complying with ASTM C33/C33M.
- C. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed, and not containing a retarder.
 - 1. Basis of Design: 3701 Mortar Admix. Laticrete International, Inc.; 1 Laticrete Park North; Bethany, CT 06524. 800.243.4788 x 235; www.laticrete.com.
- D. Water: Potable.

2.07 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, made of white or gray cement and white or colored aggregate as required to produce color indicated.
 - 1. Colored Mortar Pigments for Grout: Natural and synthetic iron and chromium oxides, compounded for use in mortar and grout mixes. Use only pigments that have proved, through testing and experience, to be satisfactory for use in portland cement grout.
- B. High-Performance Cement Grout: ANSI A118.7, sanded.
 - 1. Polymer Type:
 - a. Acrylic resin or styrene-butadiene rubber in liquid-latex form for addition to prepackaged dry-grout mix.
- C. Grout Colors: As selected by Landscape Architect from manufacturer's full range.
- D. Water: Potable.

2.08 MORTAR AND GROUT MIXES

- A. General: Comply with referenced standards and with manufacturers' written instructions for mix proportions, mixing equipment, mixer speeds, mixing containers,

mixing times, and other procedures needed to produce setting-bed and joint materials of uniform quality and with optimal performance characteristics. Discard mortars and grout if they have reached their initial set before being used.

- B. Mortar-Bed Bond Coat: Mix neat cement and latex additive to a creamy consistency.
- C. Latex-Modified, Portland Cement Setting-Bed Mortar: Proportion and mix portland cement, sand, and latex additive for setting bed to comply with written instructions of latex-additive manufacturer and as necessary to produce stiff mixture with a moist surface when bed is ready to receive pavers.
- D. Latex-Modified, Portland Cement Bond Coat: Proportion and mix portland cement, aggregate, and liquid latex for bond coat to comply with written instructions of liquid-latex manufacturer.
- E. Thinset Mortar Bond Coat: Proportion and mix according to manufacturer's written instructions.
- F. Job-Mixed Portland Cement Grout: Proportion and mix job-mixed portland cement and aggregate grout to match setting-bed mortar except omit hydrated lime and use enough water to produce a pourable mixture.
 - 1. Pigmented Grout: Select and proportion pigments with other ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1 to 10, by weight.
 - 2. Colored-Aggregate Grout: Produce color required by combining colored aggregates with portland cement of selected color.
- G. Packaged Grout: Proportion and mix according to grout manufacturer's written instructions.

2.09 BEDDING SAND

- A. Bedding Sand: Natural river sand meeting ASTM Specifications C-33 for fine aggregate; clean, hard, durable, sharp grains and free from deleterious materials.

2.10 SAND JOINT STABILIZER

- A. Sand Joint Stabilizer: 'HP NextGel High Performance Polymeric Sand' as manufactured by Techniseal (1-800-465-7325). Color: Urban Grey.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Where unit paving is to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for protection from paving operations, including areas where waterproofing system is turned up or flashed against vertical surfaces.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
- B. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

3.03 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
- B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.
- E. Joint Pattern: Match and continue existing unit paver joint pattern.
- F. Tolerances:
 - 1. Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.
- G. Expansion and Control Joints:
 - 1. Provide for sealant-filled joints at locations and of widths indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise indicated; where unfilled joints are indicated, provide temporary filler until paver installation is complete. Install joint filler before setting pavers.
- H. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
 - 1. Install job-built concrete edge restraints to comply with requirements in Section 03 3000 "Cast-in-Place Concrete."
 - 2. Where pavers set in mortar bed are indicated as edge restraints for pavers set in aggregate setting bed, install pavers set in mortar and allow mortar to cure before placing aggregate setting bed and remainder of pavers. Cut off mortar bed at a steep angle so it will not interfere with aggregate setting bed.
 - 3. Where pavers embedded in concrete are indicated as edge restraints for pavers set in aggregate setting bed, install pavers embedded in concrete and allow concrete to cure before placing aggregate setting bed and remainder of pavers. Hold top of concrete below aggregate setting bed.

3.04 MORTAR SETTING-BED APPLICATIONS

- A. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
- B. Apply mortar-bed bond coat over surface of concrete subbase about 15 minutes before placing mortar bed. Do not exceed 1/16-inch thickness for bond coat. Limit area of bond coat to avoid its drying out before placing setting bed.
- C. Apply mortar bed over bond coat; spread and screed mortar bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.
- D. Mix and place only that amount of mortar bed that can be covered with pavers before initial set. Before placing pavers, cut back, bevel edge, and remove and discard setting-bed material that has reached initial set.
- E. Wet brick pavers before laying if the initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.
- F. Place pavers before initial set of cement occurs. Immediately before placing pavers on mortar bed, apply uniform 1/16-inch-thick bond coat to mortar bed or to back of each paver with a flat trowel.
- G. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in a single operation before initial set of mortar; do not return to areas already set or disturb pavers for purposes of realigning finished surfaces or adjusting joints.
- H. Spaced Joint Widths: Provide 3/8-inch nominal joint width with variations not exceeding plus or minus 1/8 inch.
- I. Grouted Joints: Grout paver joints complying with ANSI A108.10.
- J. Grout joints as soon as possible after initial set of setting bed.
 - 1. Force grout into joints, taking care not to smear grout on adjoining surfaces.
 - 2. Clean pavers as grouting progresses by dry brushing or rubbing with dry burlap to remove smears before tooling joints.
 - 3. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
 - 4. If tooling squeezes grout from joints, remove excess grout and smears by dry brushing or rubbing with dry burlap and tool joints again to produce a uniform appearance.
- K. Cure grout by maintaining in a damp condition for seven days unless otherwise recommended by grout or liquid-latex manufacturer.

3.05 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining

units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

- B. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point joints at sealant joints to provide a neat, uniform appearance, properly prepared for sealant application.
- C. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean.
 - 1. Remove temporary protective coating as recommended by coating manufacturer and as acceptable to paver and grout manufacturers.
 - 2. Do not allow protective coating to enter floor drains. Trap, collect, and remove coating material.

END OF SECTION 32 1400

SECTION 32 1543 - STABILIZED AGGREGATE PATHWAY: PEDESTRIAN ACCESS PART 1 -

GENERAL

1.01 SUMMARY

- A This Section includes material and labor requirements for construction with decomposed granite or crushed 3/8" or 1/4" minus aggregate pathway with binder additive for the following items:
 - 1. Stabilized Aggregate pathway and patios
- B Related Sections:
 - 1. Section 03 3000 – Cast-in-Place Concrete
 - 2. Section 31 0000 – Earthwork
 - 3. Section 32 1316 – Decorative Concrete Paving

1.02 PERFORMANCE REQUIREMENTS

- A Perform gradation of decomposed granite material or 3/8" or 1/4" minus crushed aggregate in accordance with ASTM C 136 – Method for Sieve Analysis for Fine and Coarse Aggregates.

1.03 SUBMITTALS

- A Products Data: For each product specified. Submit a 5 lb. sample and sieve analysis for grading of decomposed granite or crushed 3/8" or 1/4" minus aggregate to be sent to Stabilizer Solutions, Inc. prior to any construction – (allow 2 week turn around). Must be approved by Landscape Architect and Owner.
- B Shop Drawings: Show details of installation, including plans and sections.
- C Maintenance Instructions: Submit copies of manufacturer's written maintenance instructions in accordance with 01 7700, "Closeout Procedures"

1.04 PROJECT/SITE CONDITIONS

- A Field Measurements: Each bidder is required to visit the site of the Work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.
 - 1. Where surfacing is indicated to fit with other construction, verify dimensions of other construction by field measurements before proceeding with the work.

- B. Environmental Limitations: Do not install Stabilized Aggregate pathway during rainy conditions or below 40 degrees Fahrenheit and falling.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Installer to provide evidence to indicate successful experience in providing Stabilized Aggregate surface or ability to follow installation instructions.
- B. Mock-ups: Install 4 ft. wide x 10 ft. long mock-up of decomposed granite or 3/8" or 1/4" minus crushed aggregate surfacing with binder additive at location specified by owner's representative.
- C. Compaction testing to be provided by contractor, one test per 2,000 square feet of base course.
- D. Manufacturer's technical representative shall visit the site at the start of an installation to ensure the installer understand the correct methods to use.

1.06 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty executed by the installer agreeing to repair or replace components of Stabilized Aggregate that fail in materials or workmanship within the specified warranty period. Stabilizer Solutions, Inc. does not warranty "Stabilizer®" purchased from a non-approved Stabilizer Solutions, Inc. licensee. Failures include, but are not limited to, the following:
 - 1. Premature wear and tear, provided the material is maintained in accordance with manufacturer's written maintenance instructions.
 - 2. Failure of system to meet performance requirements.
- C. Warranty Period: Contractor shall provide warranty for performance of product. Contractor shall warranty installation of product for the time of one year from completion.
- D. Contractor shall provide, for a period of sixty days, unconditional maintenance and repairs as required.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Binder for Stabilized Aggregate surfaces provided by the following manufacturer:
1. Stabilizer Solutions, Inc. 33 South 28th St., Phoenix, AZ 85034; phone (602) 225-5900, (800) 336-2468; fax (602) 225-5902; website stabilizersolutions.com; email info@stabilizersolutions.com or approved equal.
 2. Approved substitute.

2.02 MATERIALS

- A. Decomposed Granite or 3/8" or 1/4" crushed aggregate screenings
1. Sand and crushed stone shall consist of inert materials that are hard and durable, with stone free from surface coatings and deleterious materials. Gradation requirements shall be as follows:
 2. Crushed Stone Sieve Analysis Percentage of Weight Passing a Square Mesh Sieve AASHTO T11-82 and T2782

1/4" MINUS AGGREGATE GRADATION

U.S. Sieve No.	Percent Passing by Weight
# 3/8"	100
# 4	90 - 100
# 8	75 - 80
# 16	55 - 65
# 30	40 - 50
# 50	25 - 35
# 100	15 - 20
# 200 to	10 - 15

3. Acceptable local supplier list to be provided by Architect
- B. Binder
1. Patented, non-toxic, organic binder that is a colorless and odorless concentrated powder that binds decomposed granite or crushed 3/8" or 1/4" minus aggregate.
 2. Product to have 64% pre-consumer recycled content.
 3. Product shall have 25 years experience at same formulation.

2.03 EXCESS MATERIALS

- A. Provide owner's authorized rep. with the following excess materials for use in future Stabilized Aggregate repair: 40 to 50 lb. Bags of the Stabilized Aggregate blended with proper amount of Stabilizer®.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Base shall be 3" compacted layer of your state's DOT recommended crushed granular road base. Make any corrections necessary to base furnished and installed to bring gravel to the elevations shown on the drawing.
- B. Pre-soak base material with water and compact to 95% determined by Test Method ASTM D 1557 prior to installing Stabilized Aggregate. Compaction testing to be provided by project owner, one test per 2,000 square feet of base.
- C. Although porous, it is recommended to have proper drainage available to ensure no standing water on surface or adjacent to Stabilized Aggregate, including downspouts when placed under roof overhang and surface drains.
- D. Before proceeding with installation, notify Owner's Representative in writing of unsuitable site/base conditions.

3.02 BLENDING BINDER

- A. Binder shall be thoroughly pre-mixed with aggregate at the manufacturer's specified rate for the project and climate. Drop spreading of binder over pre-placed aggregate or mixing by rototilling is not acceptable. Binder shall be mechanically pre-mixed per manufacturer's recommendations using an approved mechanical blending unit to adequately blend binder with aggregate (Bucket blending is not an approved blending apparatus). Blend binder and aggregate dry or according to manufacturer's written instructions.

3.03 PLACEMENT

- A. After pre-blending, place stabilized aggregate directly on prepared sub-grade. Level to desired grade and cross section. Depth of pathways shall be 3" for heavy foot traffic and light vehicles.

3.04 WATERING

- A. Water heavily for full-depth moisture penetration of profile. Apply water to achieve saturation as directed in manufacturer's written instructions. Randomly test for depth using a probing device, which reaches full depth.
- B. Contractor shall wait a minimum of 6 – 72 hours or until such time that the stabilized aggregate is able to accept compaction from a 1 to 5 ton roller without separation, plowing or any other physical compromise of the aggregate.

- C. If surface aggregate dries significantly quicker than subsurface material, lightly mist surface before compaction.

3.05 COMPACTION

- A. Compact Stabilized Aggregate to 85% relative compaction by equipment such as; a 2 to 5-ton double drum roller making 3 to 4 passes. Do not begin compaction for 6 hours after placement and up to 72 hours. DO NOT use a vibratory plate compactor or vibration feature on roller, as vibration separates large aggregate particles. If pumping or pancaking of surface occurs, surface is still too wet to roll.
- B. Take care in compacting surface when adjacent to planting and irrigation systems, use 8" or 10" hand tamp. Installation of Stabilized Aggregate more than 3" thick shall be installed in lifts. If 4" thick compacted (2) 2" lifts. If 5" thick compacted (2) 2.5" lifts. If Stabilized Aggregate is pre-moistened before installation entire 4" or 5" lift may be installed.
- C. Lightly spray surface area following compaction. Do not disturb aggregate surface with spray action.

3.06 INSPECTION

- A. Finished surface shall be smooth, uniform and solid with no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on surface after installation, but may appear after use and according to environmental conditions. Pathway shall remain stable underneath loose granite on top with a "natural" look. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

3.7 PROTECTION

- A. Contractor shall furnish and install construction fence around new surface to prevent public access. Fencing shall be maintained in place for a minimum of 12 - 72 hours after completion of installation, or as directed by the Owner's Representative. Drying period may take longer due to weather conditions.
- B. Contractor shall notify Owner's Representative that landscape irrigation shall be restricted near Stabilized Aggregate surface until drying period is complete. Standing water on surface and adjacent to path shall be restricted at all times.

3.8 MAINTENANCE

- A. Remove debris, such as paper, grass clippings, or organic material by mechanically blowing or hand raking as needed. When plowing snow, use rubber baffle on plow blade or wheels on plow to lift blade 1/4" off the surface.

- B. During first year, minor amounts of loose aggregate may appear on surface (1/16 to 1/4"). If material exceeds 1/4", redistribute over entire surface. Water to 1" depth and compact with power roller of no less than 1000-lbs. Repeat as needed. If cracking occurs, sweep fines into cracks, water thoroughly and hand tamp with an 8" – 10" hand tamp.

3.9 REPAIRS

- A. Excavate damaged area to the depth of the stabilized aggregate and square off sidewalls.
- B. If area is dry, moisten damaged portion lightly.
- C. Pre-blend the dry required amount of binder with the proper amount of aggregate in a concrete mixer.
- D. Add water to the pre-blended stabilized aggregate. Thoroughly moisten mix with 25 to 45 gallons per 1-ton of pre-blended material or to approximately 10% moisture content.
- E. Apply moistened pre-blended stabilized aggregate to excavated area to finish grade.
- F. Compact with an 8" to 10" hand tamp or 250 to 300 pound roller. Keep traffic off areas for 12 to 48 hours after repair has been completed.

END OF SECTION 32 1543

SECTION 32 1723 PAVEMENT MARKINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Alabama Department of Transportation (ALDOT) Standard Specifications.
- C. Manual on Uniform Traffic Control Devices (MUTCD).

1.02 DESCRIPTION

This work shall consist of furnishing and applying thermoplastic marking paint, paint and reflective glass beads on pavement surfaces, in the form of traffic lanes, parking bays, areas restricted to handicapped persons, crosswalks, and other detail pavement markings, in accordance with the details as shown on the Construction Drawings. Conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation, Federal Highway Administration, for details not shown.

1.03 SUBMITTALS

- A. Furnish Manufacturer's Certificates and Data certifying that the following materials conform to the requirements specified.
- B. Paint
- C. Reflective Glass Beads
- D. Thermoplastic marking paint

1.04 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Federal Specifications (Fed. Spec.):
 - TT-B-1325C Beads (Glass Spheres); Retro-Reflective
 - TT-P-1952D Paint, Traffic Black, and Airfield Marking, Waterborne
- C. Master Painters Institute (MPI):
 - No. 97-2002 Latex Traffic Marking Paint
- D. Alabama Department of Transportation (ALDOT):
 - No. 856.08 Alkyd based Thermoplastic Marking Paint
- E. Manual on Uniform Traffic Control Devices (MUTCD).

PART 2 - PRODUCTS

2.01 PAINT

- A. Paint for striping parking lots including handicap spaces shall conform to MPI No. 97. Color shall be white, or blue, or a combination of white and blue as shown.
- B. Paint for obliterating existing markings shall conform to Fed. Spec. TT-P-1952D, Type II.
- C. Paint for traffic markings such as stop bars, cross walks and yield markings shall be thermoplastic per ALDOT specifications.
- D. Paint shall be in containers of at least 5 gallons.
- E. A certificate shall accompany each batch of paint stating compliance with the applicable publication.

2.02 REFLECTIVE GLASS BEADS

- A. Beads shall conform to Fed. Spec. TT-B-1325C, Type I, Gradation A.

- B. When used in regions of high humidity, coat beads with silicone or other suitable waterproofing material to assure free flow.
- C. Furnish the glass beads in containers suitable for handling and strong enough to prevent loss during shipment.
- D. A certificate shall accompany each batch of beads stating compliance with this section.

2.03 PAINT APPLICATOR

- A. Apply all marking by approved mechanical equipment. The equipment shall provide constant agitation of paint and travel at controlled speeds. Synchronize one or more paint "guns" to automatically begin and cut off paint flow in the case of skip lines. The equipment shall have manual control to apply continuous lines of varying length and marking widths as shown.
- B. Provide pneumatic spray guns for hand application of paint in areas where a mobile paint applicator cannot be used.
- C. If the equipment does not have a glass bead dispenser, use a separate piece of equipment. Adjust and synchronize the equipment with the paint applicator so that the reflective beads are distributed uniformly on the paint lines within ten seconds without any waste.
- D. An experienced technician that is thoroughly familiar with equipment, materials, and marking layouts shall control all painting equipment and operations.

2.04 SANDBLASTING EQUIPMENT

- A. Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall furnish not less than 150 cfm of air at a pressure of not less than 90 psi at each nozzle used.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of marking materials.
- B. Thoroughly clean all surfaces to be marked before application of paint. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, pressure washing, rinsing with water, or a combination of these methods. Completely remove rubber deposits, existing paint markings, and other coatings adhering to the pavement with scrapers, wire brushings, sandblasting, mechanical abrasion, or approved chemicals as directed by the Owner.
- C. The application of paint conforming to Fed. Spec. TT-P-1952 is an option to removal of existing paint markings on asphalt pavement. Apply the black paint in as many coats as necessary to completely obliterate the existing markings.
- D. Where oil or grease are present on pavements to be marked, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application. After cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.
- E. Pavement marking shall follow as closely as practicable after the surface has been cleaned and dried.
- F. The Contractor shall establish control points for marking and provide templates to control paint application by type and color at necessary intervals. The Contractor is responsible to preserve and apply marking in conformance with the established control points.

3.02 APPLICATION

- A. Apply uniformly painted and reflective pavement marking of required color(s), length, and width with true, sharp edges and ends on properly cured, prepared, and dried surfaces in conformance with the details as shown and established control points.
- B. The length and width of lines shall conform within a tolerance of plus or minus 3 inches and plus or minus 1/8 inch, respectively, in the case of skip markings. The length of intervals shall not exceed the line length tolerance.
- C. Temperature of the surface to be painted and the atmosphere shall be above 50°F and less than 95°F.
- D. Apply the paint at a wet film thickness of 0.015 inch. Apply paint in one coat.
- E. Disperse reflective glass beads evenly on the wet paint at a rate of 6 pounds per gallon of paint.
- F. At the direction of the Owner, markings showing light spots may receive additional coats.
- G. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening of asphalt, and pick-up, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the marking, discontinue paint operations until cause of the slow drying is determined and corrected.
- H. Remove and replace marking that is applied at less than minimum material rates; deviates from true alignment; exceeds stipulated length and width tolerances; or shows light spots, faulty distribution of beads, smears, or other deficiencies or irregularities. Use carefully controlled sand blasting, approved grinding equipment, or other approved method to remove marking so that the surface to which the marking was applied will not be damaged.

3.03 PROTECTION

- A. Conduct operations in such a manner that necessary traffic can move without hindrance. Protect the newly painted markings so that, insofar as possible, the tires of passing vehicles will not pick up paint.
- B. Place warning signs at the beginning of the wet line, and at points well in advance of the marking equipment for alerting approaching traffic from both directions. Place small flags or other similarly effective small objects near freshly applied markings at frequent intervals to reduce crossing by traffic.
- C. Efface and replace damaged portions of markings at no additional cost to the Owner.

3.04 DETAIL PAVEMENT MARKING

- A. Use Detail Pavement Markings, exclusive of actual traffic lane marking, at exit and entrance islands and turnouts, on curbs, at crosswalks, at parking bays, and at such other locations as shown.
- B. Show the International Handicapped Symbol at indicated parking spaces. Color shall be as shown. Apply paint for the symbol using a suitable template that will provide a pavement marking with true, sharp edges and ends.
- C. Place detail pavement markings of the color(s), width(s) and length(s), and design pattern at the locations shown.

3.05 TEMPORARY PAVEMENT MARKING

- A. When shown apply Temporary Pavement Markings of the color(s), width(s) and length(s) shown or directed. After the temporary marking has served its purpose and when so ordered by the Owner, remove temporary marking by carefully controlled sandblasting, approved grinding equipment, or other approved method so that the surface to which the marking was applied will not be damaged.

- B. As an option, an approved preformed pressure sensitive, reflective, adhesive tape type of temporary pavement marking of the required color(s), width(s) and length(s) may be furnished and used in lieu of temporary painted and reflective marking. The Contractor shall be fully responsible for the continued durability and effectiveness of such marking during the period for which its use is required. Remove any unsatisfactory tape type marking and replace with painted and reflective markings at no additional cost to the Owner.

3.06 FINAL CLEAN-UP

- A. Remove all debris, rubbish and excess material from the site.

END OF SECTION 32 1723

SECTION 32 3300 SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Seating.
- B. Related Requirements:
 - 1. Section 03 3000 "Cast-in-Place Concrete" for installing anchor bolts cast in concrete footings.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
- C. Samples for Verification: For each type of exposed finish, not less than 6-inch-long linear components and 4-inch-square sheet components.
- D. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Trash Receptacle Inner Containers: Two additional full-size units for each size indicated, above quantity required for initial installation.
 - 2. Anchors: two full sets of anchors for each type of surface-mounted product.

PART 2 - PRODUCTS

2.01 PRODUCTS, GENERAL

- A Products: Basis-of-Design products are identified in the Drawings, along with sizes, colors, and installation methods.

2.02 MATERIALS

- A Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
 - 1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B211.
 - 2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B221.
 - 3. Structural Pipe and Tube: ASTM B429/B429M.
 - 4. Sheet and Plate: ASTM B209.
 - 5. Castings: ASTM B26/B26M.
- B Steel and Iron: Free of surface blemishes and complying with the following:
 - 1. Plates, Shapes, and Bars: ASTM A36/A36M.
 - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A53/A53M, or electric-resistance-welded pipe complying with ASTM A135/A135M.
 - 3. Tubing: Cold-formed steel tubing complying with ASTM A500/A500M.
 - 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A513/A513M, or steel tubing fabricated from steel complying with ASTM A1011/A1011M and complying with dimensional tolerances in ASTM A500/A500M; zinc coated internally and externally.
 - 5. Sheet: Commercial steel sheet complying with ASTM A1011/A1011M.
- C Fiberglass: Multiple laminations of glass-fiber-reinforced polyester resin with UV-light stable, colorfast, nonfading, weather- and stain-resistant, colored polyester gel coat, and with manufacturer's standard finish.
- D Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
 - 1. Polyethylene: Fabricated from virgin plastic HDPE resin.
- E Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality, tamperproof, vandal and theft resistant.

- F. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M; recommended in writing by manufacturer, for exterior applications.
- G. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
 - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
 - 2. Hot-Dip Galvanizing: According to ASTM A123/A123M, ASTM A153/A153M, or ASTM A924/A924M.

2.03 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWP A M4 to cut surfaces.
- E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.04 GENERAL FINISH REQUIREMENTS

- A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.05 ALUMINUM FINISHES

- A. Does not apply

2.06 STEEL AND GALVANIZED-STEEL FINISHES

- A. Does not apply

2.07 IRON FINISHES

- A. Does not apply

2.08 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run directional finishes with long dimension of each piece.
 - 2. Directional Satin Finish: ASTM A480/A480M, No 4.
 - 3. Dull Satin Finish: ASTM A480/A480M, No. 6.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

- C. Install site furnishings level, plumb, true, and securely anchored (as applicable) or positioned at locations indicated on Drawings.
- D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
- E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION 32 3300

SECTION 32 8400 PLANTING IRRIGATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all design, labor, materials, and equipment for the proper installation of an automatic irrigation system to service all in-grade planted areas. Container plantings are not included in the irrigation scope.
- B. The Contractor shall provide layout and design coordinated with the landscape requirements of the planting types, locations and shall include water saving products (like EPA Watersense) and practices which demonstrate the highest level of performance (water saving features).
- C. Smart controllers, high-efficiency spray nozzles, pressure regulated heads, & dripline in beds must be incorporated. Individual sub-zones must be tailored to the watering requirements of each major plant type. Under no circumstances shall any turf areas be watered in combination with plant beds. Spacing of all sprinkler equipment selected shall not exceed the manufacturer's recommendations as published. "Head to head" coverage is required in all turf areas.
- D. Irrigation Contractor shall participate in coordination meetings as required with the Owner's Representative and related parties prior to commencement of construction.

1.02 QUALITY ASSURANCE

- A. The irrigation system is to be installed by a contractor who specializes in irrigation design and installation and has installed at least 5 projects of equal or comparable size and complexity. Irrigation work shall be performed by a single firm, acceptable to the owner's representative and licensed as a contractor in the state where the project is to be installed.
- B. Referenced Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.
- C. Codes and Standards: Irrigation design and installation shall comply with all applicable federal, state and local governing agency requirements and to industry standards. Notify Landscape Architect immediately in writing of any discrepancies, inconsistencies, or contradictory requirements.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Substitutions: No substitutions from the initial plan will be permitted without review and approval by the owner's representative. Requests must be made at least 2 weeks in advance of the project start date. In the event the contractor desires to make substitutions of materials, sufficient descriptive literature, new design, and material samples must be furnished to establish the material as an equal substitute, and the design as functional. The proposed material substitution must meet the original design intent as it pertains to water conservation.

- F. Approval and Selection of Materials and Work: The selection of all materials and the execution of all operations required under this Performance Specification is subject to the approval of the owner's representative who has the right to reject any and all materials and any and all work which, in their opinion, does not meet the requirements of the contract documents at any stage of the operations. Remove rejected work and or materials from project site and replace promptly.
- G. All materials shall come from a regionally authorized irrigation distributor for the product as specified for warranty purposes.
- H. Workmanship: Install materials and equipment in a neat and professional manner following manufacturer's recommendations.

1.03 SUBMITTALS

A. Irrigation Design Drawing

1. Irrigation design is to be prepared and drawn by the irrigation contractor in the form of an "Irrigation Design Drawing." The irrigation design drawing shall be submitted in an electronic format, but a neatly drawn plan on reproducible vellum, Mylar or sepia base of the original landscape design is also acceptable. Submit design drawings for approval no less than 2 weeks prior to the commencement of any work.
2. The owner's representative and landscape architect may accept the irrigation design drawing as submitted; may mark-up minor corrections, and accept the Irrigation design drawing as marked-up; or may reject the irrigation design drawing, and require that it be resubmitted.
3. All components of the irrigation system shall be shown. Show sprinkler piping, including plan layout and locations, types, sizes, capacities, and flow characteristics of sprinkler piping components. Include water meters, backflow preventers, booster pumps, valves, piping, sprinklers and devices, drains, accessories, controls, and wiring as necessary. All components shall be labeled with the component type, manufacturer, and model, or shall be symbols referenced to a legend or key. All components shall be shown with dimensions to reference points. Show areas of sprinkler spray and overspray. Drawing shall be scaled no smaller than 1" = 30'-0". In areas where clarity of the design is in question because of the scale, an enlargement of that area shall be shown so as to provide clarity of the design. Approval of Irrigation Design Drawing shall precede commencement of any work.

B. Product Data

1. Irrigation Contractor shall submit three (3) sets of manufacturer's technical data to the Owner's Representative including, but not limited to valves, controller, quick couplers, sprinkler heads, etc.

1.04 CLOSEOUT SUBMITTALS

A. As - Built Drawings

1. Irrigation Contractor shall record and submit an "As-Built Drawing" which records actual installed conditions. The As-Built Drawing shall be clearly and neatly drawn on a reproducible vellum or sepia base of the original

landscape design. An electronic version is also acceptable. Irrigation Contractor shall submit the As-Built Drawing to the Owner's Representative and Landscape Architect before work under this contract will be considered for Acceptance.

2. All components of the system shall be shown with dimensions to reference points, as indicated above under "Irrigation Design Drawing." Drawing shall be scaled no smaller than 1" = 30'-0". Submittal, review, and approval by the Owner's Representative and Landscape Architect of the As-Built Drawing shall precede Application for Final Payment by the Contractor.
- B. Operation and Maintenance Data: for all components, to include in operation and maintenance manuals.
 - C. Maintenance materials: Furnish extra materials that match products installed, packaged with protective covering for storage and identified with labels describing contents.
 1. Spray sprinklers: Equal to 2% of amount installed for each type and size required, but no fewer than 10 units of each type and size.
 2. Turf Rotors: Equal to 2% of amount installed for each type and size required, but no fewer than 10 units of each type and size.
 3. Emitters: Equal to 2% of amount installed for each type and size required, but no fewer than 10 units of each type and size.
 4. Drip Tube System Tubing: Equal to 2% of total length installed for each type and size required, but no fewer than 200 feet of each type and size.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and equipment in such a manner as not to damage the parts or decrease the useful life of equipment.
- B. Store materials away from detrimental elements. Coordinate with Landscape Architect, General Contractor, or Landscape Contractor, as appropriate, to secure a safe staging area.
- C. Handle, load, unload, stack, and transport materials carefully to avoid damage. Handle pipe in accordance with manufacturer's recommendations.

1.06 JOB CONDITIONS

- A. Prior to commencing any work required under the Contract, the Contractor shall locate all utilities, subsurface drainage, and underground construction so that proper precautions may be taken not to disturb or damage any subsurface improvements. Damage to any of the above mentioned items or other shall be promptly repaired by the contractor at no additional cost to the owner.
- B. Water service and electric service will be supplied by the General Contractor to a designated area in landscape planting for the purpose of the automatic irrigation system. It is the responsibility of the Irrigation Contractor to coordinate the location of the waterline and electric service.
- C. Irrigation System is to operate under the water pressure and flow rates

prevailing at the project site. Irrigation Contractor shall be responsible for determining these parameters, and shall design the irrigation system in accordance with the existing or anticipated conditions.

- D. Insurance on irrigation materials or equipment stored or installed is the responsibility of the Irrigation Contractor. Such insurance shall cover fire, theft, and vandalism. Should the Irrigation Contractor elect not to provide such insurance, the Owner shall in no way be responsible for any losses incurred by the aforementioned acts. The Irrigation Contractor is responsible for all costs incurred in replacing damaged or stolen materials or equipment prior to Substantial Completion of the Work.
- E. Obtain all required permits and pay all required fees at no additional cost to the Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Irrigation Contractor.
- F. Provide and maintain all passageways, guard fences, warning lights, and other protection devices required by local authorities or others having jurisdiction.
- G. Irrigation Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- H. Existing Site Improvements: Perform Work in a manner that avoids damage to existing site improvements. The Irrigation Contractor is responsible for any damage of mechanical nature as well as damage resulting from leaks in the irrigation system whether due to negligence or otherwise.
- I. Test water conditions: It shall be the responsibility of the Irrigation Contractor to measure or analyze the existing or anticipated water pressure at the tap and design the irrigation system accordingly.
 - 1. In the event water pressure is insufficient to operate the system at an adequate design pressure and flow, the Irrigation Contractor shall be responsible for designing, specifying, supplying, and installing a booster pump capable of increasing the pressure and flow as required. Booster pump shall be operated by a magnetic starter, flow, or pressure transducer/switch. If a booster pump is required, coordinate provision of adequate electrical service for the pump with General Contractor. Booster pump (if required) should be provided in a lockable enclosure on a WWF reinforced concrete pad 5" thick, over 6" CA6 base if it is to be installed outdoors. Indoor installation of booster pumps is also acceptable provided the proper approval and space requirements exist.
 - 2. In the event the water pressure significantly exceeds an appropriate operating pressure, it shall be the Irrigation Contractor's responsibility to provide and install a pressure regulator downstream from the backflow preventer. Pressure regulation may be accomplished via a master valve with a pressure reducing dial, or may be accomplished at the individual zone valve locations with a pressure reducing dial.
 - 3. Each spray head, rotary sprinkler or emission device must contain a built in, in-stem pressure regulator designed to optimize pressure at the nozzle. Sprays are 30 psi with standard nozzles, 45psi for use with rotary sprays and turf rotors.

- J. Sleeves for irrigation piping and wiring shall be coordinated and installed by the General Construction Contractor.
 - 1. It shall be the Irrigation Contractor's responsibility to submit the Irrigation Design Drawing, showing these sleeves, in a timely manner, such that the General Construction Contractor is able to install sleeves within an appropriate sequence of work, i.e., without undoing, damaging, or otherwise compromising work that has already been installed.
 - 2. Irrigation sleeves shall be Schedule 40 PVC pipe, minimum 2X pipe size of proposed irrigation pressure pipe. A separate Schedule 40 PVC sleeve shall be installed for irrigation wire. Ends of all irrigation sleeves shall be marked with 2 x 2 wooden stakes or white pvc pipe, indicating in indelible marker "Irrigation Sleeve." General Contractor shall expose any irrigation sleeves that are not marked for the Irrigation Contractor prior to start of irrigation work. Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

1.07 WARRANTY

- A. Warranty all Work for a period of one (1) year, starting on the Date of Substantial Completion, against defects in materials, equipment, workmanship, and any repairs required resulting from leaks or other defects of workmanship, material, or equipment.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Specific requirements concerning the various materials and the arrangements in which they are to be installed are outlined in this Specification.
- B. Quality and Size
 - 1. Material specified by name and / or model number in the Specifications, on the site, or detailed drawings are used for the purpose of identification of materials and to ensure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).
 - 2. All materials used in the system must be new and without flaws or defects of any type and be the best quality available. All sprays, rotors and valves shall have a minimum three (3) year warranty against material defects or defective workmanship.

2.02 PIPE AND FITTINGS

- A. All PVC pipe from sizes three (3) inches and above shall be Class 200, SDR 26, unplasticized rigid polyvinylchloride (PVC) pipe with integral bell and rubber ring gasket unless otherwise specified. Pipe from sizes two and one - half (2 1/2) to one and one - quarter (1 1/4) inch shall be Class 200, solvent weld PVC pipe. Pipe sizes one (1) and three - quarters (3/4) inch shall be Class 200, solvent weld PVC pipe. One - half (1/2) inch pipe shall be Class 315 solvent weld PVC pipe. All pipe shall be supplied in standard twenty (20) foot lengths and shall be from one of the following manufacturers: No

polyethylene pipe will be accepted unless prior written approval is obtained by the landscape architect.

- B. All pipe that is exposed or not below grade shall be Schedule 80 PVC or HDPE.
- C. All pipe fittings size four (4) inches and greater shall be ductile iron. 3" fittings shall be bell and rubber gasket. Fittings 2-1/2" and under shall be Schedule 40 solvent weld PVC.
- D. Solvent weld PVC pipe, if and when used in construction of this system, shall be rigid PVC pipe and shall be assembled using appropriate PVC pipe cleaner / primer and solvent cement in accordance with the manufacturer's recommendations.
- E. Expansion joints shall be installed every three hundred (300) feet of solvent weld piping.
- F. PVC Pipe Couplings Located Within Sleeves: PVC pipe couplings four (4) inches and smaller shall be solvent weld. PVC pipe couplings six (6) inches and larger shall be mechanical joints. Upon exiting sleeves, pipe solvent weld or integral bell and rubber gasket, as described in Section 2-02-A, must be adhered to.

2.03 RISERS: Provide threaded Schedule 80 PVC risers. All risers above grade shall be either dark gray or black PVC pipe, and shall be supported so as not to cause unnecessary movement while sprinkler is in operation.

2.04 ELECTRIC WIRING

- A. 120 Volt AC Wiring: 120 volt service to controller shall consist of three wires: one black, one white, and one ground. Electrical service is to be provided by the General Contractor unless otherwise directed by Owner's Representative. It is the Irrigation Contractors responsibility to coordinate the location of electrical service to be provided for controller.
- B. Splices in controller wiring shall be waterproof direct bury application. Use Rain Bird-DBY T or R wire connectors. 3M DBY/R-6 are equal. No substitutions will be allowed.
- C. Provide junction box, flush-mounted and gasketed per code as required.
- D. Control Wiring shall be 24 volt solid wire Underwriter's Laboratory (UL) approved for direct burial in ground. Minimum wire size shall be fourteen (14) gauge. All control wiring and wiring connections from the controller to the valves is included in this Contract.

2.05 SPRINKLER HEADS

- A. Short or intermediate range - Fixed Spray Sprinkler Head:
 - 1. Rain Bird RD1800-PRS. Sprinkler shall be of the fixed spray type designed for in ground installation. Sprinkler shall be capable of covering a maximum of fifteen (15) foot radius at thirty (30) psi and maximum delivery of 3.7 gpm.
 - 2. Pop-Up Spray Sprinklers shall include a pressure regulating device to prevent high pressure fogging to the nozzle stream. This regulating

device shall be an integral part of the pop-up stem and shall regulate the nozzle pressure to 30 PSI or 45 psi (nozzle appropriate) for inlet pressures from 35 to 70 PSI. These units shall be identifiable from the top with "PRS" markings on the cap. Basis of Design: Rain Bird® Corporation, Azusa, California.

3. The addition of a check valve feature (SAM) shall be incorporated into the spray body and used in locations throughout the system where low head drainage is possible. In the event that the job site is flat, the SAM feature can be eliminated. Basis of Design: Rain Bird® Corporation, Azusa, California.
4. Spray Nozzles; High-efficiency nozzles distribution uniformity (DULQ) of 70 % or greater, (as published by the manufacturer) shall be used. The higher efficiency nozzle should result in better than a 1.2 SC, reducing runtime accordingly. All nozzles shall all have a matched precipitation rate with other nozzles on the same zone.
 - a. Utilize lower precipitation rate rotary nozzles (.6 in/p hour) on hilly areas and/or where infiltration is low and therefor runoff is expected. Rain Bird "R Series" Rotary Nozzle for shrub or small turf areas (13- 24 feet) spacing: maximum 55 psi. Basis of Design: Rain Bird® Corporation, Azusa, California.
 - b. Utilize high precipitation high-efficiency nozzles for improved wind resistance will allow for shortened run-times on flat areas or where infiltration rates allow. Provide Rain Bird® HE-VAN-8',10',12' or 15' spray nozzles Spacing of 8 to 15 feet (DU of 73% to 78% respectively). Shall have an arc adjustment from 0 to 360 degrees. Basis of Design: Rain Bird® Corporation, Azusa, California.
 - c. Dual orifice nozzles may be used in locations requiring superior close-in watering, while maintaining a DULQ of 70% or greater. Rain Bird U-Series spray nozzle for shrub or small turf areas (5-15 feet) spacing: maximum 30 psi. Basis of Design: Rain Bird® Corporation, Azusa, California.

2.06 DRIP IRRIGATION SPECIALTIES

A. Drip Tubes with Direct-Attached Emitters:

1. Tubing: Flexible PE or PVC with plugged end.
2. Emitters: Devices to deliver water at approximately 20 psig.
 - a. Body Material: PE or vinyl, with flow control.
 - b. Mounting: Inserted into tubing at set intervals.
3. Capacities and Characteristics:
 - a. Tubing Size: NPS 1/2.
 - b. Emitter Spacing: 12 inches.
 - c. Emitter Flow: 1/2 gph.

- B. Application Pressure Regulators: Brass or plastic housing, NPS 3/4, with corrosion-resistant internal parts; capable of controlling outlet pressure to approximately 20 psig.
- C. Filter Units: Brass or plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.
- D. Air Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.
- E. Vacuum Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.

2.07 AUTOMATIC CONTROLLER

- A. Systems of 48 zones or less: ESP-LXMEF (conventional wiring)
 - 1. Irrigation controller shall have a modular station capacity, by receiving expansion modules of 4, 8, or 12 stations, to create a controller of up to 48 stations. The controller shall be of a hybrid type, housed in a wall-mountable, weather resistant plastic cabinet with a key-locking cabinet door suitable for outdoor installation. The controller shall have 4 separate and independent programs which can have 8 different start times, start day cycles and station run times. The controller shall have a Cycle+Soak water management feature.
 - 2. The controller shall incorporate a FloManager feature that shall provide real-time flow, power, and station management. FloWatch shall compare the current real-time flow rate to the learned rates and take user defined actions if problem is detected. FloWatch shall automatically determine the location of the flow problem and isolate the problem by turning off the affected station or master valve.
 - 3. ESP-LXMEF shall be compatible with a Rain Bird™ ET Manager Cartridge (ETM-LXM) that enables weather-based management for the irrigation controller.
 - 4. The controller shall be compatible with the IQ v2.0 Central Control System utilizing IQ-NCC Network Communication Cartridges providing remote computer control of the controller via a variety of communication options (Direct Connect Cable, Phone, GPRS/Cellular, Ethernet, WiFi, Radio, and IQNet Communication Cable).
 - 5. Shall include a 3-year trade warranty. Basis of Design: Rain Bird® Corporation, Azusa, California.
- B. 2 Wire Decoder Commercial Grade ESP-LXD (50 stations, expandable to 200 stations)
 - 1. The controller shall be housed in a wall-mountable, plastic locking cabinet suitable for either indoor or outdoor installation. The controller shall be capable of supporting up to 50 stations and shall have a maximum capacity of up to 200 stations. The controller shall interface to decoders capable of controlling 1, 2, 4 or 6 valves per unit (FD101, 102, 104 and 106). Sensor decoder for flow sensing is SD210. Surge suppression and

grounding should follow the manufacturer's recommendation. The controller shall have 4 independent programs with 8 start times each. The controller shall include 2-wire diagnostic tools for diagnosis of field wiring, 2-wire path and solenoid issues.

2. Manufacturers recommendations must be followed for proper wiretype (Maxi-Wire) its length and configuration.
3. The controller shall support up to 5 independently managed flowsensors interfaced with sensor decoders. The controller shall support up to five flow zones.
4. The controller shall incorporate a FloManager feature that shall provide real-time flow, power, and station management. FloWatch shall compare the current real-time flow rate to the learned rates and take user defined actions if problem is detected. FloWatch shall automatically determinethe location of the flow problem and isolate the problem by turning off the affected station or master valve.
5. ESP-LXD shall be compatible with an Rain Bird™ ET Manager Cartridge (ETM-LXM) that enables weather-based management for the irrigation controller.
6. The controller shall be compatible with the IQ v2.0 Central Control System utilizing IQ-NCC Network Communication Cartridges providing remote computer control of the controller via a variety of communication options (Direct Connect Cable, Phone, GPRS/Cellular, Ethernet, WiFi, Radio, and IQNet Communication Cable).
7. Shall include a 3-year trade warranty. Basis of Design: Rain Bird® Corporation, Azusa, California.

2.08 AUTOMATIC RAIN / FREEZE SHUT OFF DEVICE

- A. Rain or rain / freeze sensor shall employ an electro-mechanical actuating mechanism designed to cause a circuit interrupt if programmable low temperature or rainfall set points are satisfied.
- B. The device shall be used with 24VAC controllers and shall be of sufficient capacity to be used with a maximum of six 24VAC 7VA solenoids plus an additional master valve or pump start that does not exceed 53VA.
- C. The wireless rain sensor shall incorporate a provision that allows the installer to select from several rainfall or low temperature settings that can be programmed through the use of icons on a controller interface.
- D. A sensor LED shall communicate signal strength during the installation process.
- E. The Rain Bird Rain or Rain / Freeze Sensor Basis of Design: Rain Bird Corporation, Glendora, California

2.09 FLOW SENSORS (used with LXME or LXD controller's flow manager)

- A. The flow sensor shall be an in line type with a nonmagnetic, spinning impeller (paddle wheel) as the only moving part. The electronics housing shall have two O-Rings and shall be easily removed from the meter body. The sensor

electronics will be potted in an epoxy compound designed for prolonged immersion. Electrical connections shall be 2 single conductor 18 AWG leads 48 inches (1,2 meters) long. Insulation shall be made using special direct burial "UF" type, electrically shielded cable to avoid interference, colored red for the positive lead and black for the negative lead. The sensor shall be capable of operating in line pressures up to 400 psi (27,5 bars) and liquid temperatures up to 220° F, and operating in flows of ½ foot per second to 15 feet per second with linearity of ±1% and repeatability of ±1%. The meter body shall be cast 85-5-5-5 bronze, in 1" and 1½", female iron pipe thread sizes. This flow sensor shall be Rain Bird Model FS series (appropriately sized based on flow).

2.10 METER: As required by local water authority.

2.11 BACKFLOW PREVENTER:

A. To be supplied and installed by the Irrigation Contractor. Backflow preventer shall be a RPZ reduced pressure backflow assembly type, capable of having an adequate flow rate in gallons per minute (gpm) without excessive pressure loss, and shall be suitable for supply pressure of up to 150 psi. Backflow preventer body shall be bronze with corrosion-resistant interior components and check assemblies shall be tight seating rubber. Working pressure shall be 150psi minimum with a maximum pressure loss of 12 psi through middle 1/3 of flow range. Backflow preventer shall be installed within enclosure with sufficient clearance to permit periodic testing and maintenance. Provide a lockable enclosure on a concrete pad 5" thick with WWF reinforcement, over 6" CA6 base for the backflow preventer. Backflow preventer assembly must include (2) gate valves for isolating unit, and two (2) ball valve test cocks for testing unit to ensure proper operation.

1. Type as required by local water authority.

2. Provide heated enclosure as required by local water authority.

2.12 VALVE BOXES

- A. Control Valves and Quick Coupling Valves shall be Rain Bird VB-10RND or VB-STD for multiple valves.
- B. Valve box body and black lid shall be composed of 100% recycled HDPE. There shall be no pre-punched hole in the valve box lid. The standard rectangular body shall have 14 knock-outs molded into the sides that can be readily removed. The valve box shall have corrugated sides for lateral strength. Lids shall have beveled edges to minimize potential damage from lawn equipment. Lids shall be clearly marked with the words "Irrigation Control Valve" molded onto the top. Lids shall have a marking area measuring 6.0" by 2.0" suitable for branding or other identification. The locking bolt, washer and clip shall be made of stainless steel. The valve box Basis of Design: Rain Bird Corporation, Tucson, AZ.

2.13 SLEEVES: Schedule 40 PVC Pipe coordinate with and installed by the General Contractor.

2.14 QUICK COUPLING VALVES: One (1) per zone, located adjacent to remote solenoid valve.

- A. Quick Coupling Valves (QCVs) will be used for manual access to the pressurized main line so that a hose can be attached and used for hand watering. QCVs shall be constructed of brass with a spring loaded seal that will keep the valve in a closed position until the key is inserted into the valve.
- B. Two-piece body design for easy servicing (models 33-DRC, 44-LRC, 44-RC, 33-DNP, and 44-NP). QCVs shall be installed on a triple elbow swing joint.
- C. Irrigation Contractor to contact Owner's Representative to determine hose type. Key and swivel shall both be constructed of brass.
- D. Basis of Design: Rain Bird Corporation, Tucson, AZ.

2.15 CONTROL VALVES:

- A. Remote Control Zone or Master Valve model PGA or PEB series or approved equal. The valve shall be normally closed globe pattern design. Valve pressure rating shall not be less than 150 psi. Shall have both internal and external manual open/close control (internal and external bleed) to manually open and close the valve without electronically energizing the solenoid. Shall be compatible with ESP-LXD-decoders. Shall have a brass flow control stem for accurate manual regulation and/or shut off of outlet flow. Slow closing to prevent water hammer and subsequent system damage. Accepts latching solenoid for use with battery-operated controllers up to 150 psi. Valve can accommodate an optional, field-installed Rain Bird® PRS-D pressure regulating module capable of regulating outlet pressure between 15 and 100 psi (± 3 psi). Operating pressure range of 20 to 200 psi. Operating flow rate of 5 to 200 gpm. Shall include a 5-year trade warranty. Basis of Design: Rain Bird® Corporation, Azusa, California.

2.16 SURGE PROTECTION EQUIPMENT

- A. Provide General Electric Lightning Arrestor No. GL 15 CC B 007 for controllers not equipped with primary surge protection.
- B. Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided in the controller as a "built-in" unit or if it must be supplied and installed separately.

2.17 ISOLATION VALVES

- A. Provide all gate valves for isolation purposes, allowing full diameter opening when in full open position.
- B. Manually operated valves shall be the same size as the line.
- C. Valves three (3) inches or smaller shall be brass construction, threaded, and rated for two hundred (200) psi WOG.
- D. Valves four (4) inches or larger shall be cast iron fitted with a rubber ring, slab-type gasket.

PART 3 - EXECUTION

3.01 GENERAL

- A. Supervision: Provide a full-time superintendent and necessary assistants

on the job while Work is in progress. The Superintendent represents the Irrigation Contractor in all functions, and directives given to him by the Owner's Representative, Landscape Architect, General Construction Contractor, and / or Landscape Contractor are binding as if given to the Irrigation Contractor in person.

- B. Inspection of Work in progress: During installation the Owner's Representative or the Landscape Architect may review and observe the Work on a regular or random basis, and may reject any work and / or materials that do not meet the requirements of the Contract Documents. Rejected Work must be promptly corrected. No time extension will be allowed replacement or repair of rejected work.

3.02 REVIEW IN ADVANCE OF CONSTRUCTION: The Irrigation Contractor shall review the Project Site prior to start of Work to determine that all site conditions are acceptable for Irrigation Work to begin. Inform the Owner's Representative and the Landscape Architect of any and all unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in an acceptable manner.

3.03 PREPARATION: Flag all existing underground utilities prior to trenching and / or boring operations. Obtain locations of any new utilities from the Owner's Representative and / or the General Contractor. Irrigation Contractor is solely responsible for contacting the utility locating service(s) and Owner's Representative (with 48 hours minimum notification) and locating on - site utilities in advance of installation.

3.04 SLEEVING (by General Contractor)

- A. Location of sleeving shall be coordinated with the General Construction Contractor. Make adjustments necessary to accommodate existing vegetation, utilities, and other existing conditions.
- B. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of the Contractor installing the sleeving.

3.05 PIPE

A. Pipe joints

- 1. Follow Manufacturer's recommendations and use pipe and bell from the same manufacturer. Pipes two and one - half (2 1/2) inches and smaller use solvent weld system. Pipes three (3) inches and larger use approved compression type push on joints.

B. Solvent weld PVC Pipe, assemble according to Manufacturer's recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

C. Pipes and Fittings

- 1. Install according to Manufacturer's recommendations including snaking in of PVC pipe to prevent excessive strain when contracting in cold weather.
- 2. Solvent weld fittings shall conform to Schedule 40 or Schedule 80 PVC

dimensions and specifications for solvent weld fittings.

D. Lateral Lines and Risers

1. Install according to Manufacturer's recommendations using standard techniques.
2. Install risers such that no excessive movement occurs while sprinkler head is in operation. Height of risers to be in accordance with planned and existing plant material. Height of all risers is subject to approval of Landscape Architect.
3. Plug lines immediately upon installation to minimize infiltration of foreign matter.
4. Flush lateral lines and risers prior to installation of sprinkler heads.
5. Above ground risers shall match existing on site.

3.06 TRENCHING

- A. All mainline to be installed in separate trenching process from lateral lines.
- B. The initial backfill will always be placed by hand and shoveled in evenly along both sides of the pipe and hand tamped into place. Care will be exercised to ensure that soil does not bridge and fail to go under the pipe. The soil in the trench shall be backfilled to the point of the same condition of the density of the surrounding soil.
- C. In backfilling trenches, the addition of water should be limited to achieving optimum moisture content for tamping procedures. The contractor shall not crown the backfill on the trench area with the thought that it will eventually settle; this will not be accepted as a finished job. All excess materials shall be removed from the site in a satisfactory manner.
- D. During the entire prosecution of the work, the Contractor will be responsible for all open excavations and as a means of protection, shall keep such protective devices buried at proper intervals along the excavation to protect the public from injury.
- E. Trenching and excavation in newly sodded areas: Prior to trenching and excavation remove sod, preserve, and replace after backfilling is completed.
- F. Trenching and excavation in established grass or newly seeded areas: After trenching, excavation and backfilling is completed, re-grade trenched area consistent with surrounding area and reseed with turf seed matching existing grass or seed. Mulch seed after broadcasting.
- G. Trenching and excavation through existing asphalt or concrete: Cutting, removal and replacement of asphalt or concrete is the responsibility of the Irrigation Contractor.
- H. Trenching and excavation near existing trees: Irrigation Contractor shall paint the proposed trenching or excavation which occurs within the "drip line" or within fifty (50) feet of the trunks of the existing trees, whichever is greater. Irrigation Contractor must contact the Owner's Representative for review of the proposed trenching and excavation lines prior to proceeding with the work. Owner's Representative may adjust proposed trenching and

excavation lines in order to avoid damage to tree root systems and other plants. Such adjustments shall be made by the Irrigation Contractor at no additional cost to the Owner.

I. Backfilling:

1. Backfill material shall be free from rocks, large stones, and other unsuitable material which could damage pipe or create settling problems. Backfill in six (6) lifts and tamp after each lift to prevent excessive settling.
2. Backfill trenches with plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Backfilling during summer season or on other warm days may be done in the early morning hours, or pipe may be water cooled prior to backfilling.
3. Minimum depth of cover of pipe is as follows: One – half (1/2) to one (1) inch: Twelve (12) inches/ One and one – quarter (1 ¼) to two (2) inch: Fifteen (15) inches / 3 & 4 inch: Twenty-four (24) inches

3.07 SPRINKLER HEADS

- A. Sprinklers with a 1" and larger bottom inlet shall be installed on Rain Bird swing joints, minimum 3" off inside edge of curbs, drives and sidewalks. Sprinkler with a 3/4" and smaller inlet may be installed using flexible swing joints. (one exception to this is if utilizing the Rain Bird model 5505 series sprinkler which must also be installed on rigid swing joints) Consistency in placement must be maintained throughout the project in all cases.
- B. Low Pop-up Sprinkler Heads: Install in such manner that top is flush with finish grade. Where finish grade has not been established extend riser a minimum of twelve (12) inches above existing grade to mark location of head. After finish grade is established install heads at specified height.
- C. High Pop up Shrub Heads: Finish height to be proposed by Irrigation Contractor as a function of plants specified on landscape plans and noted on irrigation design submittal.
- D. Backfill around sprinkler head assembly in such manner as to stabilize the sprinkler head so that no lateral motion occurs during operation.
- E. Sprinkler heads on risers: Utilize a schedule 80 T.O.E. nipple. If greater than 24" height is required, provide fitting in the ground with a solvent weld 90 degree elbow with the appropriate length of pipe glued to it and coming out of the ground to the desired height. Glue male adapter to the riser to allow for the connection of the sprinkler head. Stabilize riser by fastening it to rebar as required. Height of all heads in bed areas to be proposed by Irrigation Contractor as a function of plants specified on landscape plans.
- F. Landscape Drip Line shall be located in a manner that will provide optimum concentration of water to plant material.

3.08 DRIP IRRIGATION SPECIALTY INSTALLATION

- A. Install freestanding emitters on pipe riser to mounting height indicated.
- B. Install manifold emitter systems with tubing to emitters. Plug unused manifold outlets. Install emitters on off-ground supports at height indicated.

- C. Install multiple-outlet emitter systems with tubing to outlets. Plug unused emitter outlets. Install outlets on off-ground supports at height indicated.
- D. Install drip tubes with direct-attached emitters on ground.
- E. Install drip tubes with remote-discharge on ground with outlets on off-ground supports at height indicated.
- F. Install off-ground supports of length required for indicated mounted height of device.
- G. Install application pressure regulators and filter units in piping near device being protected, and in control-valve boxes.
- H. Install air relief valves and vacuum relief valves in piping, and in control-valve boxes.

3.09 ELECTRIC CONTROL WIRES

- A. Install control wires in orderly fashion, located in main line trench. Bundle wires together and tape at ten (10) foot intervals. Position wires to the right of the water supply line in the direction of the water flow.
- B. Provide looped slack at directional changes in supply line to allow for contraction of wires.
- C. Keep wire splices to a minimum and provide ten (10) inch round valve box at each splice location.
- D. Pass wires under existing or future paving, construction, etc., through PVC sleeves provided by General Contractor.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- F. Ground electric-powered controllers, valves, and devices.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- G. Arrange for electric-power connections to controllers, control valves, and devices that require power. Electric power, wiring, and disconnect switches are specified in Division 16 Sections.

3.10 CONTROL EQUIPMENT: All automatic valves and controllers shall be installed following the recommendations of the manufacturer of said equipment and in accordance with any detailed drawings which may accompany these specifications as part of the Contract Documents. Location of controller(s) shall be approved by the Owner's Representative and the Landscape Architect prior to installation.

- 3.11 VALVE BOXES:** All valves are to be housed in valve boxes. Install according to Manufacturer's recommendations and any detailed drawings which may accompany these specifications as part of the Contract Documents. Position boxes at a height where they will not interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. In essence, valve boxes to be installed flush with grade.
- 3.12 BACKFLOW PREVENTER:** Installation in accordance with manufacturer's recommendations and all federal, state and local codes.
- 3.13 BALANCING AND ADJUSTMENT:** Balance and adjust the various components of the sprinkler system so that the overall operation of the system is most efficient. This includes synchronization of the controllers, adjustments to pressure regulators, part circle sprinkler heads, and individual station adjustments on the controllers. The Irrigation Contractor may call in the Landscape Architect to aid in the balancing and adjustment of the system.
- 3.14 OPERATION TESTING:** Upon completion of the irrigation system, and after head installation, test the entire system for proper operation. Flush all air from the system and check components for proper operation.
- 3.15 AS - BUILT DRAWINGS:** As - Built Drawings shall include locations of all valves (automatic and manual), with triangulated measurements to each location, as well as any deviations in location of piping and heads as represented by the irrigation design submittal.
- 3.16 OWNER ORIENTATION**
- A. Upon completion of the Work and final acceptance by the Owner's Representative and the Landscape Architect, the Irrigation Contractor shall be responsible for the orientation of maintenance personnel in the operation, maintenance, and repair of the system. Furnish copies of all available parts lists, trouble shooting lists, instruction sheets, and specification sheets to the Owner's Representative prior to final payment.
 - B. Set initial watering schedules and programming of the automatic controllers at direction of the Landscape Contractor. Changes in the schedules and programming and instruction on how to make such changes is the responsibility of the Landscape Contractor.
 - C. Provide a complete written description and schedule of annual maintenance requirements to the Owner's Representative at the final inspection.
- 3.17 FLUSHING SYSTEM**
- A. Flush the system completely after any repairs are made and monitor system operation closely under regular system flushing schedule.
 - B. Check the pressure at the supply and flush headers on a regular basis and compare with the pressure readings taken after installation.
 - C. Partially backfill buried pipe and tubing to prevent movement under pressure. Expose couplings, fittings, and valve components.
 - D. Visually inspect valve assemblies and fittings for leakage and replace defective pipe, fitting, joint, valve, or appurtenance. Repeat test until test segment is free from leaks. Cement or caulking to seal leaks is prohibited.

3.18 WINTERIZING SYSTEM:

- A. If the Owner's Representative so requires, irrigation piping must be winterized by blowing the system clear of water using compressed air (eighty (80) psi maximum) admitted into the piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones, higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize the system must have an engine separate from the compressor tanks to prevent high temperature air from being injected directly into the PVC piping. Irrigation Contractor shall provide a complete spring start up at no additional charge. Owner's maintenance staff must be present at the time of the winterizing.

3.19 CLEAN UP AND PROTECTION

- A. During irrigation Work keep Project Site clean and orderly.
- B. Upon completion of Work clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of the Owner's Representative and the Landscape Architect.
- C. Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors and trades, and trespassers. Maintain protection until Date of Substantial Completion.
- D. Cover all openings in the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse, or disfigurement of the equipment.
- E. Theft: Irrigation Contractor shall be responsible for theft of equipment and material at the job site before, during, and after installation, until Date of Substantial Completion of the Work in total.

3.20 COMMISSIONING

- A. Starting Procedures: Follow manufacturer's written procedures. If no procedures are prescribed by manufacturers, proceed as follows:
 - 1. Verify that specialty valves and their accessories are installed and operate correctly.
 - 2. Verify that specified tests of piping are complete.
 - 3. Verify that sprinklers and devices are correct type.
 - 4. Verify that damaged sprinklers and devices are replaced with new materials.
 - 5. Verify that potable-water supply connections have backflow preventers.
 - 6. Energize circuits to electrical equipment and devices.
 - 7. Adjust operating controls.
- B. Operational Tests: Measure and record water flow rate and area coverage at each sprinkler. Adjust to achieve indicated values.

3.21 INSPECTION, ACCEPTANCE, RETAINAGE AND PAYMENT

- A. Upon completion of Work, the Contractor shall notify the Owner's Representative and the Landscape Architect at least ten (10) days prior to requested date of review for Substantial Completion of all portions of the work. Landscape Architect will issue a punch list for work to be corrected. All work on the punch list must be completed within five (5) working days from the date of inspection. Where Irrigation Work does not comply with requirements, replace rejected Work. In unusual circumstances a longer time period may be granted by the Owner's Representative. If such replacements are not completed within the time specified, the Irrigation Contractor may be considered to be in default of the Contract, and the Owner's Representative may use the contract retainage to hire other Contractors to finish the Work.
- B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e., two way radios or remote radio control activation system) for Substantial Completion and Final Inspections.
- C. If an inspection / acceptance walk-thru has been scheduled and the Landscape Architect arrives at the site and determines that the Irrigation System is not substantially complete (all system components in place, operational, and checked with 100% sprinkler coverage), the Irrigation Contractor shall be responsible for all costs incurred by the Landscape Architect to revisit the site at a future date. Reimbursable expenses include, but are not limited to, automobile mileage, airfare, landscape architect's hourly billing rate, parking fee, meals, rental car, etc. All incurred expenses will be deducted from the final contract amount or the contract retainage.
- D. Certificate of Substantial Completion will be issued for satisfactory completion of repairs and replacements and completion of As-Built Drawings. If punch list items are issued with the Certificate, they must be corrected within five (5) working days.
- E. Final Acceptance: One year after Date of Substantial Completion of the Work, the Owner's Representative and the Landscape Architect will review the Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements the Landscape Architect will certify, in writing, Final Acceptance of the Work. The Final Acceptance Certification issued by the Landscape Architect will serve as evidence that Contractor's two (2) year warranty obligations have been met.

END OF SECTION 32 8400

SECTION 32 9113 - SOIL PREPARATION PART

1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Section 31 1000 "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Section 32 3300 "Site Furnishings" for placing planting soil in exterior unit planters.
 - 3. Section 32 9300 "Plants" for placing planting soil for plantings.

1.03 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 01 2200 "Unit Prices."

1.04 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Imported Soil: Soil that is transported to Project site for use.
- F. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- G. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- H. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- I. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- J. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.

- K. SSSA: Soil Science Society of America.
- L. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- M. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- N. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- O. USCC: U.S. Composting Council.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. Include sieve analyses for aggregate materials.
 - 4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
 - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
- B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each testing agency.
- B. Preconstruction Test Reports: For preconstruction soil analyses specified in "Preconstruction Testing" Article.
- C. Field quality-control reports.

1.07 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1.08 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil and imported soil.
 - 1. Notify Landscape Architect seven days in advance of the dates and times when laboratory samples will be taken.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
 - 1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.09 SOIL-SAMPLING REQUIREMENTS

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Landscape Architect under the direction of the testing agency.
 - 1. Number and Location of Samples: Minimum of three representative soil samples from varied locations in each half-block or median, where directed by Landscape Architect, for each soil to be used or amended for landscaping purposes.
 - 2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
 - 3. Division of Samples: Split each sample into two, equal parts. Send half to the testing agency and half to Owner for its records.
 - 4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.10 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 - 1. Soil Texture: Soil-particle, size-distribution analysis by the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 - 2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."

3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D698 (Standard Proctor).
- C. Chemical Testing:
1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
 2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
 3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
 4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.
- D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT SERA-6, including the following:
1. Percentage of organic matter.
 2. CEC, calcium percent of CEC, and magnesium percent of CEC.
 3. Soil reaction (acidity/alkalinity pH value).
 4. Buffered acidity or alkalinity.
 5. Nitrogen ppm.
 6. Phosphorous ppm.
 7. Potassium ppm.
 8. Manganese ppm.
 9. Manganese-availability ppm.
 10. Zinc ppm.
 11. Zinc availability ppm.
 12. Copper ppm.
 13. Sodium ppm and sodium absorption ratio.
 14. Soluble-salts ppm.
 15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
 16. Other deleterious materials, including their characteristics and content of each.
- E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
- F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inch depth of soil.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 6-inch depth of soil.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Do not move or handle materials when they are wet or frozen.
 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.01 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.
- B. Planting-Soil Type "Planting Soil Fill": Imported, naturally formed soil from off-site sources and consisting of sandy loam, sandy loam, or loam soil according to USDA textures; and modified to produce viable planting soil.
 1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease- causing plant pathogens; or noxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
 2. Existing topsoil removed from site may be blended with imported soil off-site.
 3. Additional Properties of Imported Soil before Amending: Soil reaction of pH 5.5 to 7 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
 4. Unacceptable Properties: Clean soil of the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine,

- tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 2 inches in any dimension.
5. Amended Soil Composition: Blend imported, unamended soil with the soil amendments and fertilizers of the types and quantities indicated by testing results to produce planting soil.
- C. Planting-Soil Type "Container Planting Soil": Manufactured soil consisting of manufacturer's basic topsoil, blended in a manufacturing facility with sand, stabilized organic soil amendments, and other materials to produce viable planting soil.
- 1. Additional Properties of Manufacturer's Basic Soil before Amending: Soil reaction of pH 5.5 to 7 and minimum of 2 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
 - 2. Unacceptable Properties: Manufactured soil shall not contain the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 5 percent by dry weight of the manufactured soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1-1/2 inches in any dimension.

2.02 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
 - 2. Form: Provide lime in form of ground limestone as recommended in soil analysis results.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Perlite: Horticultural perlite, soil amendment grade.
- E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 sieve.

- F. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C33/C33M.

2.03 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 - 1. Feedstock: Limited to leaves..
 - 2. Reaction: pH of 5.5 to 8.
 - 3. Soluble-Salt Concentration: Less than 4 dS/m.
 - 4. Moisture Content: 35 to 55 percent by weight.
 - 5. Organic-Matter Content: 50 to 60 percent of dry weight.
 - 6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity of maximum 5 dS/m.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 6 to 7.5, a soluble-salt content measured by electrical conductivity of maximum 5 dS/m, having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- D. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. Partially Decomposed Wood Derivatives: In lieu of shredded and composted wood derivatives, mix shredded and partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.04 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 3 - EXECUTION

3.01 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.02 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth as shown in the Drawings and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

3.03 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.
- C. Mixing: Spread unamended soil to total depth indicated on Drawings, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments, except compost, and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix lime and/or sulfur with dry soil before mixing fertilizer.
 - b. Mix fertilizer with planting soil no more than seven days before planting.

2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D698 and tested in-place.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.04 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: Apply compost component of planting-soil mix to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.05 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 01 5639 "Temporary Tree and Plant Protection."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Vehicle traffic.
 4. Foot traffic.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
- C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Landscape Architect and replace contaminated planting soil with new planting soil.

3.06 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 9113

SECTION 32 9200 LAWNS AND GRASSES PART

1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Sodding.
 - 3. Erosion-control material(s).
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earthwork" for excavation, filling and backfilling, and rough grading.
 - 3. Division 32 Section "Plants" for border edgings.
 - 4. Division 33 Section "Subdrainage" for subsurface drainage.

1.03 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod, identifying source, including name and telephone number of supplier.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For fertilizers, from manufacturer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.

- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required initial maintenance periods.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment, and experienced on landscape work with budgets of \$200,000.00 or more. Submit a letter stating such experience.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress. Retain subparagraph below if retaining "Maintenance Service" Article.
 - 2. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant- nutrient content of topsoil.
 - 1. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- D. Preinstallation Conference: Conduct conference at job site.

1.06 WORKMANSHIP

- 1. Install all plant materials neatly.
- 2. Make minor adjustments to layout as may be required and requested by Landscape Architect at no additional cost to the Owner.
- 3. Coordinate delivery of all plant material with time of installation to prevent any plant material from being stockpiled on site longer than 24 hours.
- 4. Deliver materials in such manner as to not damage or decrease the health and vigor of the plant materials. Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
- 5. Handle, load, unload, and transport materials carefully to avoid damage.
- 6. Maintain and protect plant materials as necessary to insure health and vigor.
- B. The following codes and standards shall be observed:
 - 1. The Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition.
 - 2. State and Federal laws, including for disease and pest control.
 - 3. Requirements of authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

- B. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

1.08 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during the following period. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Fall/September- Spring/April
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.09 MAINTENANCE SERVICE

- A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seeded Lawns: 30 days from date of Substantial Completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.
 - 2. Sodded Lawns: 30 days from date of Substantial Completion.
- B. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.
 - 1. During guaranteed period, Contractor shall make periodic inspections of the project to satisfy himself that maintenance by the Owner is adequate.
 - 2. Any methods or products which he deems not normal or detrimental to good plant growth shall be reported to the Owner in writing.
 - 3. Failure to inspect and report shall be interpreted as approval and the Contractor shall be held responsible for any and all replacements.

PART 2 - PRODUCTS

2.01 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:
- C. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 (1/2) percent weed seed:

1. Full Sun: Bermudagrass (*Cynodon dactylon*), cultivar as indicated on drawings.

2.02 TURFGRASS SOD

- A. Turfgrass Sod: Approved, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Bermudagrass (*Cynodon dactylon*) Tifway 419 or as indicated on drawings.

2.03 TOPSOIL

- A. Topsoil shall be fertile, friable, sandy loam and a natural surface soil obtained from well areas reviewed by Landscape Architect and possessing characteristics of representative soils in the project vicinity that produce heavy growths of crops, grass, or other vegetation.
- B. Topsoil shall be free of subsoil, brush, organic litter, or objectionable weeds, clay, clots, stumps, stones, roots or other material harmful to plant growths or hindrance to planting or maintenance operations. Should regenerative materials be present in the soil, Contractor shall eradicate and remove such growth, both surface and root, which may appear in the imported material within one year following acceptance of the work
- C. Topsoil shall not be handled in a frozen muddy condition. The acidity range shall be between 5.0 and 7.0 inclusive. The mechanical analysis of the soil shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch mesh	99 - 100 percent
1/4 inch mesh	97 - 99 percent
No. 100 mesh	40 - 60 percent
No. 200 mesh	20 - 40 percent

2.04 PLANTING SOIL MIXTURE

- A. Provide soil mix amended as per laboratory recommendations. Basic planting soil mix consists of:
 1. 50% topsoil (as described Above)
 2. 50% prepared additives (by volume as follows)
 3. 3 parts humus (forest peat) or "Nature's Helper" by Klum
 4. 1 part sterilized cow manure, commercial fertilizer and lime as recommended in soil analysis

2.05 BIORETENTION

- A. Provide Soil mix using the three components listed below that will meet the ASTM standards as follows:
 1. Sandy Clay Loam with a 10-15% clay content
 2. *Percentages of sand and clay may vary to meet testing requirements
 - a. 65-75% Sand

- b. 25% Silt
 - c. 0-10% Organic Matter
 - 3. Air Filled Porosity: 10% - 15% by volume
 - 4. Permeability (Hydraulic Conductivity) (ASTMD2434 or D5084): Minimum 1-2" per Hour
- B. Filter Fabric for Bioretention:
 - 1. Mirascape by Mirafi
 - 2. Weight= 3.5oz per sq. yd.
- C. PVC for Bioretention:
 - 1. 4" Perforated Rigid PVC Pipe, Class 160 Pipe
 - a. PVC Pipe is to be continuously marked with manufacturer's identification, type, class, and size and installed with these markings on the top of the pipe.
- D. Stone for Bioretention
 - 1. #57 Stone.

2.06 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.07 MULCHES

- A. Pine Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshold straw of wheat, rye, oats, or barley.
- B. Asphalt Emulsion Tackifier: Asphalt emulsion, ASTM D 977, Grade SS-1, nontoxic and free of plant growth-or germination-inhibitors.
- C. Non-asphalt Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth-or germination-inhibitors.

2.08 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m), with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- C. Erosion-Control Mats: Cellular, non-biodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface. Include manufacturer's recommended anchorage system for slope conditions.
- D. Products: Subject to compliance with requirements, following or equal.
 - 1. Invisible Structures, Inc.; Slopetame
 - 2. Presto Products Company; Geoweb.
 - 3. Tenax Corporation - USA; Tenweb.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 LAYOUT OF GRASS AREAS & BEDS

- A. Before commencing planting operations, location of grass areas & beds and outlines of areas to be planted shall be marked out on the ground, by the Contractor for approval by the Landscape Architect. Contact the Landscape Architect a minimum of 48 hours in advance of the anticipated review of the layout.

3.03 TIME AND PLANTING

- A. Planting operations shall be during favorable weather in which conditions are neither extremely cold or hot nor to point that the risk of loss is too great. The Contractor shall inform the Landscape Architect of high risks due to weather.

3.04 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, and shrubs, plantings from damage caused by planting operations.
- B. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
- C. Protect grade stakes set by others until directed to remove them.
- D. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.05 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Grade will be brought to a level of 4" below finished grade by the General Contractor. The landscape contractor will spread 4" of topsoil, fine grade all lawn areas to finish grade. All areas shall have smooth and continual grade between the existing and fixed controls such as walks and curbs. Roll, scarify, rake and level as necessary to obtain true, even and firm lawn surfaces. All finished grades shall meet approval of the Landscape Architect before sodded or seeding operations begin.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 - 3. Spread planting soil mix to a depth of 4" but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- a. Spread approximately 1/2 the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least 4 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture. Apply fertilizer directly to surface soil before loosening.
 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

3.06 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in drawings.
- B. For erosion-control mats, install planting mix in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting mix and compact before planting.
- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.07 AREAS TO RECEIVE SEED

- A. The Contractor will provide 4" topsoil and grade to finish grade all areas to receive seed, which will include all disturbed areas not receiving sod. The Landscape Contractor will be responsible for fine grading. This is to include debris removal and any grading required to bring the finished topsoil grade to the proper level for applying seed.
- B. Thoroughly till existing soil to a minimum depth of 4" by running tilling device two directions at right angles over the entire surface to be hydroseeded. Fine grade to achieve uniformity and drainage.

- C. Apply lime uniformly with a mechanical spreader to the entire area to be hydroseeded at the rate determined from the soil test.
- D. Work soil to a uniform grade so that all areas have positive drainage away from drives, buildings and landscaped areas.
- E. Remove all trash and stones exceeding 1" in diameter from area to a depth of 2' prior to hydroseeding.
- F. Protect seeded slopes exceeding 4:1 with erosion-control blankets installed and stapled per manufacturer's recommendations.
- G. Protect seeded slopes exceeding 6:1 with jute or coir-fiber erosion-control mesh installed and stapled per manufacturer's recommendations.
- H. Protect seeded areas with slopes less than 6:1 against erosion by spreading straw mulch. Spread uniformly at 2 tons per acre to form a continuous 1-1/2" blanket.
- I. Anchor straw mulch by spraying with asphalt-emulsion tackifier at rate of 10 to 13 gal. per 1000 sq ft.
- J. Protect seeded areas against heat and drying winds by applying peat mulch within 24 hours after seeding. Soak and scatter uniformly to 3/16" thick and roll to smooth surface.

3.08 SEEDING REQUIREMENTS

- A. Seeding operations will be required to have a satisfactory stand of grass before acceptance. A satisfactory stand is defined as a cover of living grass of specified species, after true leaves are formed in which no gaps larger than five (5) inches square occur. Areas determined by the Landscape Architect to be solid rock will be exempt from this requirement.

3.09 SEEDING OPERATIONS

- A. Hydraulic equipment for the application of seed mulch and seed shall be equipped with a power driven agitator which will keep the mixture uniform during applications. The equipment shall have sufficient force and capacity to apply a uniform application of the mixture to the seed limits. Caution shall be exercised adjacent to non-grassed areas to prevent over spray onto plant beds or paved areas.
- B. Hydroseed mixture shall consist of:
 - 1. 30 lbs. Hydroseed mulch/1000 square feet or per manufacturers recommendations.
 - 2. Seed mix: Hulled common Bermuda at a rate of 2 lbs./1000 square feet, Fescue at a rate of 6 lbs./1000 square feet. The following pertains to work performed during the winter months. Seed with rye after September 1st and before April 1st and return to site after April 1st Bermuda. Rye seed mix is 8lbs./1000 square feet. Fescue seed mix is 6lbs./1000 square feet
 - 3. Seed shall not be sown when winds exceed 10 miles per hour or at any time the ground is not in a suitable condition for seeding.
 - 4. Inoculated seed shall be added to the hydroseed mix only immediately prior to hydroseeding operations.
 - 5. Landscape maintenance during construction is to continue prior to acceptance of the project.

6. Use non-toxic green dying agent when hydroseeding, at manufacturers suggested rate.

3.10 REMOVAL OF EXISTING GRASS

- A. The Landscape Contractor is to remove existing grass and weeds from all areas for planting and resodding as designated on the plans. The existing stands are to be removed to a maximum depth of 1" so as to not disturb existing tree roots where present in those areas.
- B. Aerate with a tined tiller to break up the upper 3" lightly not to damage tree roots. Pick up solids for discarding and cut cleanly any roots damaged.
- C. Spread a light layer of topsoil not more than 1" in depth over the aerated area and fine grade to meet acceptance by the Landscape Architect. Apply fertilizer and lime to these areas as specified previously under "Areas to receive Sod" or "Preparation of Planting Beds" whichever the case may be.

3.11 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 1. Lay sod across angle of slopes exceeding 1:3.
 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.12 LAWN MAINTENANCE

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
- B. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist.
 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water lawn with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.

- C. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow grass to a height of 2 inches.
- D. Lawn Postfertilization: Apply fertilizer after initial mowing and when grass is dry, as per manufacturer's standards.

3.13 SATISFACTORY LAWNS

- A. Lawn installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.14 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris, created by lawn work, from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after lawn is established.
- C. Keep all planting areas neat, weeded and uniformly mulch on a continuous basis. Clean up adjacent walks and pavement where lettered as a result of maintenance operations, on a continuous basis.
- D. The 30 day maintenance period following Substantial Completion will be considered a lump sum item to be addressed as an item included in the contract.
- E. Remove nondegradable erosion-control measures after grass establishment period.

3.15 ACCEPTANCE AND GUARANTEE

- A. Substantial Completion:
 - 1. Submit written requests for inspection for Substantial Completion to the Landscape Architect at least three calendar days prior to anticipated date of inspection and testing.
 - 2. Substantial Completion cannot be granted and at the same time no further applications for payment shall be for more than 85% of the Contract until there has been a walk - thru for planting at which time a "punch list" will be written consisting of items to be addressed and corrected by the Contractor immediately. Depending on the extent of work on the "punch list", the Landscape Architect will determine the job to be "substantially complete" or pending the completion of the "punch list".
 - 3. Submit Record Drawings and Maintenance manuals to the Landscape Architect with written request for inspection.

4. Review the "punch list" work jointly with the Owner and Landscape Architect for Substantial Completion of the total (contract) work. (See "General Conditions" Article No. 9).
5. Upon completion of repairs and replacements found necessary at the time of review, the Owner and Landscape Architect will confirm the date of Substantial Completion and issue the written notice of Substantial Completion if all items on the punch list have been completed. If necessary, another punch list will be written to itemize and deficiencies still existing and will be attached to the written notice of substantial completion. The contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.
6. The date of Substantial Completion will constitute the beginning date of the One - Year Guarantee. This date also constitutes the beginning of warranty responsibilities and acceptance by the Owner and Landscape Architect.

3.16 GUARANTEE

- A. All work, products, equipment and materials for one year, beginning at the Date of Substantial Completion as per the written notice of Substantial Completion.
- B. Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to the Owner.
- C. Repair damage to grass, and other work as necessary.
- D. If the replacement is not acceptable during or at the end of the Guarantee Period, the Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one year guarantee from the time of replacement.
- E. Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Architect. Act of Nature include, but may not be limited to, high winds of hurricane or tornado force, sleet, hail, freezing rain, plants washed away in a 50 year or greater rain storm in the first month of installation, and extreme cold (as determined by Landscape Architect). Contractor agrees to replace losses due to Acts of Nature at 15% less than original contract price for the damaged Work.

END OF SECTION 32 9200

SECTION 32 9300 - PLANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Ground cover.
 - 4. Plants.
 - 5. Tree stabilization.
 - 6. Edgings.
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for protection of existing trees and plantings, topsoil stripping and stockpiling, and site clearing.
 - 2. Division 31 Section "Earthwork" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
 - 3. Division 32 Section "Lawns and Grasses" for lawn and meadow planting.
 - 4. Division 33 Section "Subdrainage" for below-grade drainage of landscaped areas, paved areas, and wall perimeters.

1.03 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.
- D. Bare-Root Stock: Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
- E. Clump: Where three or more young trees were planted in a group and have grown together as a single tree having three or more main stems or trunks.

- F. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.\
- G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
- H. Finish Grade: Elevation of finished surface of planting soil.
- I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- J. Multi-Stem: Where three or more main stems arise from the ground from a single root crown or at a point right above the root crown.
- K. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- L. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- M. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each of the following:
 - 1. Edging materials and accessories, of manufacturer's standard size, to verify color selected.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants, and experienced on landscape work with budgets of \$100,000.00 or more. Submit a letter stating such experience.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
 - 1. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - 2. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- C. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- D. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above the ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- E. Observation: Landscape Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
- F. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.
- G. The following codes and standards shall be observed:
 - 1. The Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition.
 - 2. State and Federal laws, including for disease and insect control.
 - 3. Requirements of authorities having jurisdiction.

1.06 WORKMANSHIP

- A. Install all plant materials neatly.
- B. Make minor adjustments to layout as may be required and requested by Landscape Architect at no additional cost to the Owner.

- C. Coordinate delivery of all plant material with time of installation to prevent any plant material from being stockpiled on site longer than 24 hours.
- D. Deliver materials in such manner as to not damage or decrease the health and vigor of the plant materials. Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
- E. Handle, load, unload, and transport materials carefully to avoid damage.
- F. Maintain and protect plant materials as necessary to insure health and vigor

1.07 DELIVERY, STORAGE, AND HANDLING

Deliver exterior plants freshly dug.

- A. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
- B. Do not prune trees and shrubs before delivery except as approved by Landscape Architect.
- C. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage.
 - 1. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape.
 - 2. Provide protective covering of exterior plants during delivery.
 - 3. Do not drop exterior plants during delivery and handling.
 - 4. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.08 PROJECT CONDITIONS.

- A. Planting Restrictions: Plant during the following period. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. October / Fall to March / Spring
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.
- C. Coordination with Lawns: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Landscape Architect.

- D. When planting trees and shrubs after lawns, protect lawn areas and promptly repair damage caused by planting operations.

1.09 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty operation of tree stabilization, edgings, tree grates.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- B. Warranty Periods from Date of Substantial Completion:
 - 1. Trees and Shrubs: One year.
 - 2. Ground Cover and Perennials: One Year.
 - 3. Include the following remedial actions as a minimum:
 - a. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 - b. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each exterior plant will be required except for losses or replacements due to failure to comply with requirements
 - d. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.10 CONTRACTOR'S PERIODIC INSPECTION

- A. During guarantee period, Contractor shall make periodic inspections of the project to satisfy himself that maintenance by the Owner is adequate.
- B. Any methods or products which he deems not normal or detrimental to good plant growth shall be reported to the Owner in writing.
- C. Failure to inspect and report shall be interpreted as approval and the Contractor shall be held responsible for any and all replacements.

1.11 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees and Shrubs: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.
 - 1. Maintenance Period: 30 days from date of Substantial Completion.

- B. Initial Maintenance Service for Ground Cover and Plants: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below.

- 1. Maintenance Period: 30 days from date of Substantial Completion.

PART 2 – PRODUCTS

2.01 TREES

- A. All large deciduous shade trees and ornamental trees are to be field grown from rooted cuttings true to variety and not grafted material. No grafted material will be accepted for the initial installation or as guarantee replacement material.
- B. Balled and burlapped plant materials are to be wrapped with organic wrapping burlap only. Synthetic material will not be accepted. Remove all nursery loading straps once plant material is placed in the pit.

2.02 ORDERS FOR PLANT MATERIALS

- A. Submit to Landscape Architect within 30 days from date of contract is awarded to General contractor confirmed orders for material from approved growers (listed on plant schedule). Contractor is responsible for payment of deposits required by approved growers.
- B. Alternate Growers - Alternate growers will be considered by the Landscape Architect only if submitted prior to bidding. The Landscape Architect will select and tag 100% of plant materials from acceptable alternate growers. The contractor will be responsible for all expenses related to tagging trips to alternate growers including usual fees charged by the Landscape Architect. The Contractor should anticipate \$800.00 per day charge. The Contractor shall arrange for and provide transportation for the Landscape Architect. Contractor shall provide the Landscape Architect a minimum of three weeks advance notice. Contractor shall limit tagging trips to no more than two at a maximum of two days each. All tagging trips will be completed within 45 days from date contract is awarded to General Contractor.
- C. Contractor will submit confirmed orders from acceptable alternate growers within ten days of tagging by the Landscape Architect. Contractor is responsible for payment of deposits required by acceptable alternate growers.

2.03 FERTILIZER

- A. Fertilizer for all trees, plants and ground covers shall be Milorganite, or organic equal, delivered to the site in unopened containers.
- B. Fertilize all areas according to the manufacturer's recommended rates in accordance with the monthly maintenance guideline herein.
- C. Cultivate and water beds or pits thoroughly after application.
- D. Adjust fertilizer in accordance with interim soil test reports

2.04 MAINTENANCE PERIOD

A. Summary:

1. Begin maintenance at commencement of Work of this Section and continue until Substantial Completion, as part of Work of this Section.
2. Continue maintenance for a Maintenance Period of thirty days after date of Substantial Completion.
3. Provide labor, materials, equipment and means for proper maintenance of all materials and workmanship.

B. Submit a written report and conduct joint inspection with Landscape Architect of maintenance program and procedures, at inspection for Substantial Completion.

C. Maintain all plants in a growing, well formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, replacement or by other necessary maintenance operations.

D. Watering:

1. Advise Landscape Architect immediately in writing of recommended alterations due to weather or other conditions.
2. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:
 - a. Twice a month during March, April, May.
 - b. Once a month during June, July, August, September.
 - c. No watering from October through February, except in drought conditions.

E. Fertilizing: Apply four (4) times a year to trees, shrubs, ground cover, and sod as per manufacturer's recommended application rate.

F. Replace annual plantings seasonally, or according to schedule in Drawings. Blooming plants shall be replaced as necessary throughout specified Maintenance Period to maintain blooming condition.

G. Remove dead wood as it becomes evident. Remove living portions of plants only at the direction of Landscape Architect.

H. Apply approved anti-desiccant to all evergreen trees during last two weeks in October (except pines).

I. Weed and pest control:

1. For each spraying combine approved insecticide and fungicide to provide maximum protection for all plant materials. Three sprays annually; in March, May, and August.
2. Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Two applications (during growing season) of chemical contact spray (Round-Up, by Monsanto, or approved equal). Two days per month (every two weeks) manual weeding (by hand) during the period from March 1 through September 30; remove all visible weeds.

- J. Fill in areas where soil subsides due to settling or other processes. Replace mulch lost due to subsidence.
- K. Keep planting areas neat and uniformly mulched to specified depth on a continuous basis. In addition to replacing and re-spreading mulch as necessitated during the maintenance period, completely replenish mulch in all planting areas one time during the last month of the one-year Guarantee Period, or as Directed by the Landscape Architect.
- L. Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus and as approved by the Landscape Architect.
- M. Ground dolomitic limestone not less than 85% total carbonates and magnesium, ground so that 50% passes 100-mesh sieve and 90% 20-mesh sieve.

2.05 PLANT MATERIALS

- A. All plants shall conform to or surpass minimum quality standards as defined by the American Association of Nurserymen (AAN), current edition of American Standard for Nursery Stock, published by the AAN, Inc. and in addition, shall conform to sizes and descriptions in the plant list.

2.06 CERTIFICATES OF INSPECTION FOR PLANT MATERIAL

- A. All necessary inspection certificates shall be supplied to the Landscape Architect's representative for each shipment of plant material, as required by law. Certificates showing source of origin shall be filed with Landscape Architect prior to acceptance of the material.

2.07 INSPECTION

- A. All plant materials shall be subject to inspection and approval. The Landscape Architect reserves the right to reject any and all plants which fail to meet this specification at any point during the installation of the job. All rejected materials shall be promptly removed from the site by the Contractor at no additional cost to the owner.

2.08 QUALITY AND SIZE

- A. All plant materials furnished shall be well branched, proportioned width to height, of normal habit, sound, healthy and vigorous in growth. The minimum acceptable sizes of plants shall be measured before pruning with branches in normal position and shall conform to measurements specified. Plants used where symmetry is required shall be matched as closely as possible. Plants shall meet all requirements as listed in the plant list.

2.09 SOURCE OF PLANTS

- A. Plants shall be field nursery, container grown or collected material subject to the requirements of the Specifications.

2.10 FIELD TAGGED PLANTS

- A. All trees (except Pines) are to be located by the Contractor at one of the nurseries listed on the drawings or equal as approved by the Landscape Architect. The Contractor should anticipate accompanying the Landscape Architect on the tagging trips but is not required to do so. Nurseries of equal quality must be approved prior to bidding.

2.11 INSECT, PESTS AND PLANT DISEASES

- A. All plants shall be of healthy stock, free from disease, insects, eggs, larvae, and parasites of an objectionable or damaging nature.

2.12 SUBSTITUTIONS

- A. Substitution from the specified list will be accepted only when satisfactory evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute material shall include common and botanical names and size of plant material.
- B. Only those substitutions of at least equivalent size and having the essential characteristics similar to the originally specified material will be approved.
- C. Acceptance or rejection of substitute plant material will be issued in writing by the Landscape Architect.

2.13 TREE STABILIZATION MATERIALS

- A. Stakes and Guys:
 - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
 - 2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes of turnbuckles.
 - 3. Hose Chafing Guards: Reinforced rubber or plastic hose at least 1/2 inch in diameter, black, cut to lengths required to protect tree trunks from damage.
 - 4. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.
- B. Root-Ball Stabilization Materials:
 - 1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated; stakes pointed at one end.
 - 2. Wood Screws: ASME B18.6.1.

2.14 TOPSOIL

- A. Topsoil shall be fertile, friable, sandy loam and a natural surface soil obtained from well areas reviewed by Landscape Architect and possessing characteristics of representative soils in the project vicinity that produce heavy growths of crops, grass, or other vegetation.
- B. Topsoil shall be free of subsoil, brush, organic litter, or objectionable weeds, clay, clots, stumps, stones, roots or other material harmful to plant growths or hindrance to planting or maintenance operations. Should regenerative materials be present in the soil, Contractor shall eradicate and remove such growth, both surface and root, which may appear in the imported material within one year following acceptance of the work.
- C. Topsoil shall not be handled in a frozen muddy condition. The acidity range shall be between 5.0 and 7.0 inclusive. The mechanical analysis of the soil shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch mesh	99 - 100 percent
1/4 inch mesh	97 - 99 percent
No. 100 mesh	40 - 60 percent
No. 200 mesh	20 - 40 percent

- D. Topsoil shall be spread by the Landscape Contractor in all beds. The Landscape Contractor will be responsible for fine grading. Topsoil, regardless of the source, shall meet all requirements of the paragraph above.

1. Topsoil depth to be 6", or as indicated in the Drawings.

- E. Stockpiled material that does not meet the requirements may, at the option of the contractor, be improved by screening and the addition of organic matter and chemical admixtures.

2.15 PLANTING SOIL MIXTURE

- A. Provide soil mix amended as per laboratory recommendations. Basic planting soil mix consists of:

50% topsoil (as described Above)

50% prepared additives (by volume as follows)

3 parts humus, forest peat, or "Nature's Helper" by Klum

1 part sterilized cow manure, commercial fertilizer, and lime as recommended in soil analysis

- B. The components shall be thoroughly mixed to uniform consistency by hand or machine methods.

2.16 MULCH

- A. Pine straw mulch shall be clean, fresh, free of noxious weed, seed, fire ants, Japanese beetles, and/or fringed beetles. On slopes, pine straw mulch shall be used.
- B. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs.
- C. In addition to organic mulches, mineral or inorganic-stone mulches may be required. Some repetition of general descriptions occurs in this article and in "Organic Soil Amendments" Article. Indicate function and location of each material to suit Project.

2.17 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Retain one of first two paragraphs below if locations of trees and shrubs or other plantings are not shown. Retain layout requirements in first paragraph for large projects or if inspection and approval by Landscape Architect is required.
- D. Before commencing planting operations, location of major plants and outlines of areas to be planted shall be marked out on the ground, by the Contractor for approval by the Landscape Architect. Contact the Landscape Architect a minimum of 48 hours in advance of the anticipated review of the layout.
- E. Lay out exterior plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- F. Retain first paragraph below if trunk-wrap tape is required to be applied at nursery. Coordinate with "Tree and Shrub Planting" Article. Revise to another form of tree protection if required.
- G. Planting operations shall be during favorable weather in which conditions are neither extremely cold or hot not to point that the risk of loss is too great. The Contractor shall inform the Landscape Architect of high risks due to weather.
- H. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- I. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.03 TREE TRANSPORTATION

- A. The Contractor shall be responsible not only for the safe transportation of the plants to the site but also their condition upon arrival. Trees with abrasions of the bark, sun scalds, fresh cuts, or breaks of limbs which have not completely callused will be rejected. Trees which have been damaged during transit will be replaced by the Contractor at no additional cost. All plant unit costs will reflect all above listed specifications.

3.04 TREE TAGS

- A. All plants accepted at the nursery by the Landscape Architect shall be tagged with serialized self locking tags. Trees delivered to the site without these tags or with broken tags will be rejected. The tags shall remain on the trees until the Contractor has been given instructions by the Landscape Architect for removal.

3.05 PLANTING BED ESTABLISHMENT

- A. Grade will be brought to the level of the finished - rough grade by the General Contractor. The Landscape Contractor will be responsible for spreading of topsoil fine grading work. This is to include debris removal and any grading required to

bring the landscaping finished grade to the proper level for planting trees, shrubs and ground covers. Contractor shall grade for proper drainage.

3.06 DRAINAGE TEST

- A. Test excavated plant pits to determine if sufficient drainage is present for proper plant survival.
- B. Tree pits shall be filled with water. If percolation is less than 100% within a period of twelve hours, drill a 12" auger to a depth of 4' below the bottom of the pit. Retest the pit. In case drainage is still unsatisfactory, notify the Landscape Architect in writing of the condition before planting the trees. Contractor is fully responsible for the warranty of the trees. If the tree is on a slope provide a trench filled with stone and a 4" drain pipe to the point of nearest relief
- C. Drainage Test for Plants and Ground Covers shall be spot tested to insure proper percolation.

3.07 PLANTING

- A. All transplanted material is to be replanted the same day it is dug or properly heeled in and watered regularly to insure life.
- B. Circular plant pits with vertical sides shall be dug by hand or machine methods for planting and transplanting of trees and shrubs.
- C. Shrub pit diameter shall be a minimum of one foot greater than the spread of the root mass.
- D. Balled and container plants shall be placed firmly upon scarified subgrade and backfilled with planting soil mixture. Remove all wire, cords, and burlap from the top of root ball. Hand tamp carefully around and under ball to fill all voids. Water during back filling. Form saucer from planting soil mixture in order to retain water.
- E. Gently loosen outer roots of container grown plants to encourage outward growth.
- F. Fertilizer shall be thoroughly mixed and soaked into the top 2" of soil for all plant pits.
- G. Fill the area between the pits, if the individual pits are arranged in a group, to the required grade with pine straw mulch 3" deep. Plant beds shall be neatly edged and kept free of weeds until the work is accepted.
- H. Groundcover beds shall be scarified by hand or machine method to minimum depth of 8". Four inches of pine straw additive and 20 pounds per 1000 square feet of Milorganite fertilizer, or organic equal, shall be uniformly incorporated into the soil to the full 8" of minimum depth.

3.08 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character.

3.09 TREE STABILIZATION

- A. Trunk Stabilization: provide trunk stabilization as follows:
 - 1. Upright Staking and Tying: Stake trees of 2-inch through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a

minimum of 2 stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend one third of trunk height above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. In first subparagraph below, one stake may be acceptable for high-branched trees in semi-protected locations.

- a. Use 2 stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; 3 stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees. Retain one of two subparagraphs below.
2. Support: use one of the following:
 - a. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
 - b. Support trees with two strands of tie wire encased in hose sections at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.10 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. Secure equipment and material on site to prevent theft before, during, or following installation, until the Substantial Completion.
- E. After installation and before Substantial Completion, remove nursery stakes, tie tape, wire, burlap, and other debris from plant material, planting areas, and the Project site.
 1. When directed by Landscape Architect, remove nursery tags and labels from plant material.
- F. At the time of Substantial Completion, verify that watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.11 MAINTENANCE PERIOD

- A. Summary:
 1. Begin maintenance at commencement of Work of this Section and continue until Substantial Completion, as part of Work of this Section.
 2. Continue maintenance for a Maintenance Period of thirty days after date of Substantial Completion.
 3. Provide labor, materials, equipment and means for proper maintenance of all materials and workmanship.
- B. Submit a written report and conduct joint inspection with Landscape Architect of maintenance program and procedures, at inspection for Substantial Completion.

- C. Maintain all plants in a growing, well formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, replacement or by other necessary maintenance operations.
- D. Watering:
 - 1. Advise Landscape Architect immediately in writing of recommended alterations due to weather or other conditions.
 - 2. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:
 - a. Twice a month during March, April, May.
 - b. Once a month during June, July, August, September.
 - c. No watering from October through February, except in drought conditions.
- E. Fertilizing: Apply four (4) times a year to trees, shrubs, ground cover, and sod as per manufacturer's recommended application rate.
- F. Replace annual plantings seasonally, or according to schedule in Drawings. Blooming plants shall be replaced as necessary throughout specified Maintenance Period to maintain blooming condition.
- G. Remove dead wood as it becomes evident. Remove living portions of plants only at the direction of Landscape Architect.
- H. Apply approved anti-desiccant to all evergreen trees during last two weeks in October (except pines).
- I. Weed and pest control:
 - 1. For each spraying combine approved insecticide and fungicide to provide maximum protection for all plant materials. Three sprays annually; in March, May, and August.
 - 2. Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Two applications (during growing season) of chemical contact spray (Round-Up, by Monsanto, or approved equal). Two days per month (every two weeks) manual weeding (by hand) during the period from March 1 through September 30; remove all visible weeds.
- J. Fill in areas where soil subsides due to settling or other processes. Replace mulch lost due to subsidence.
- K. Keep planting areas neat and uniformly mulched to specified depth on a continuous basis. In addition to replacing and re-spreading mulch as necessitated during the maintenance period, completely replenish mulch in all planting areas one time during the last month of the one-year Guarantee Period, or as Directed by the Landscape Architect.
- L. Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus and as approved by the Landscape Architect.

3.12 ACCEPTANCE

- A. Submit written requests for inspection for Substantial Completion to the Landscape Architect at least three calendar days prior to anticipated date of inspection and testing.
- B. Submit Record Drawings and Maintenance manuals to the Landscape Architect with written request for inspection.
- C. Review the "punch list" work jointly with the Owner and Landscape Architect for Substantial Completion of the Work.
- D. Upon completion of repairs and replacements found necessary at the time of review, the Owner and Landscape Architect will confirm the date of Substantial Completion and issue the written notice of Substantial Completion if all items on the punch list have been completed. If necessary, another punch list will be written to itemize and deficiencies still existing and will be attached to the written notice of substantial completion. The contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

3.13 WARRANTY

- A. Make good any damage, loss, destruction or failure. Repairs and replacements shall be done and at no additional cost to the Owner.
- B. Repair damage to grade, plants, and other work as necessary.
- C. If the replacement is not acceptable during or at the end of the Guarantee Period, the Owner may elect either subsequent replacement or credit. Replacement products shall have a warranty period as specified above dating from the time of replacement.
- D. Warranty applies to all unacceptable conditions or losses with exception of those due to Acts of Nature, vandalism or Owner neglect, as determined by Landscape Architect.
 - 1. Acts of Nature include, but may not be limited to, high winds of hurricane or tornado force; sleet, hail, or freezing rain; plants washed away in a 50-year or greater rain storm in the first month of installation; and sudden extreme cold, subject to the judgment of the Landscape Architect.
 - 2. Contractor agrees to replace losses due to Acts of Nature at the original contract price, reduced by 15%, for the damaged portions of the Work.

END OF SECTION 32 9300



VESTAVIA HILLS

PLANS FOR
ALTADENA VALLEY PARK
VETERANS MONUMENT PLAZA

PROJECT TEAM

OWNER

CITY OF VESTAVIA HILLS

CONTACT

ETHAN FISHER
efisher@vhal.org

GENERAL CONTRACTOR

TBD

CONTACT

TBD

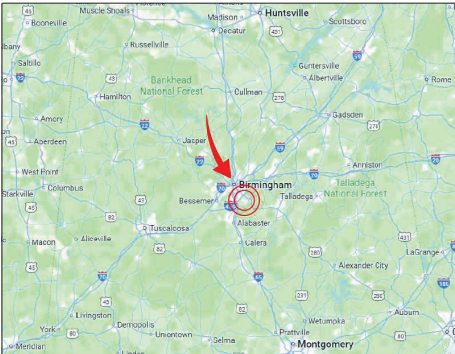
LANDSCAPE ARCHITECT

RENTA URBAN LAND DESIGN
5236 CALDWELL MILL ROAD
BIRMINGHAM, ALABAMA 35242

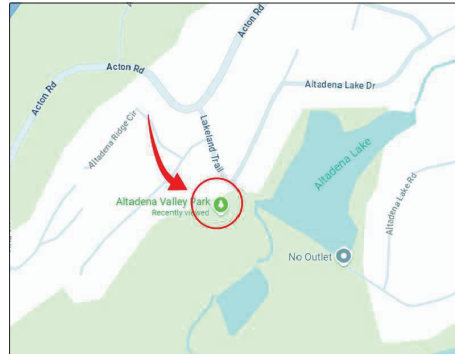
CONTACT

TONY RENTA
tony@renta-uld.com
PH: 205.545.7639

REGIONAL VICINITY MAP



LOCAL VICINITY MAP



DRAWING INDEX

SHEET NO.	DESCRIPTION
T0.0	TITLE SHEET
L1.0	DEMOLITION
L2.0	HARDSCAPE NOTES
L2.1	GRADING PLAN
L2.2	LAYOUT AND MATERIALS PLAN
L2.3	HARDSCAPE DETAILS
L2.4	SIGN AND MONUMENT
L2.5	SHELTER STRUCTURE
L2.6	AMPHITHEATER SECTION
L2.7	ALTERNATE 1 - MONUMENT WALL
L3.0	LANDSCAPE NOTES
L3.1	LANDSCAPE PLANS
L3.2	ALTERNATE 2 - LANDSCAPE
L4.0	IRRIGATION PLAN
L4.1	IRRIGATION DETAILS
L5.0	LIGHTING

APPROVED NURSERIES

ALL TREES SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT
AT ONE OF THE BELOW LISTED NURSERIES OR EQUAL AS
APPROVED BY THE LANDSCAPE ARCHITECT.

HUNTER TREES, LLC
700 INDIAN VALLEY ROAD
ALPINE, AL 35014
CONTACT: PHILLIP HUNTER
(205) 296-6401

PLANTATION TREE FARM
120 COUNTY ROAD 15 SOUTH
SELMA, ALABAMA 36703
CONTACT: SCOTT EGBERT
(334) 505-6002

SELECT TREES
P.O. BOX 6671
ATHENS, GA 30604
CONTACT: MIKE MALCOLM
(706) 742-5124

GREEN VALLEY FARMS, INC.
12975 HIGHWAY 17,
MONTEVALLO, AL 35115
CONTACT: (205)-665-1376

RAY BRACKEN NURSERY, INC.
460 WOODVILLE ROAD
PEIZER, SC 29669
(800) 992-4321

MOONS TREE FARM
175 Happy Hollow Rd
Washington, GA 30673
(707)-554-6849



FOR
BID

ALTADENA VALLEY PARK VA PLAZA
2495 LAKEVIEW TRAIL
VESTAVIA HILLS, ALABAMA 35243

NO.	DATE	REVISIONS	DESCRIPTION

TITLE
SHEET

JOB NO: VEST-2401
DATE: 10/17/2025
DRAWN BY: ARR
CHECKED BY: ALR
SHEET NUMBER:

T0.0



DEMOLITION NOTES:

1. THE LOCATION OF ALL SURFACE AND UNDERGROUND STRUCTURES AND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR AT GRADE/UNDERGROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES TO REMAIN FROM DAMAGE AS REQUIRED DURING CONSTRUCTION AND TO REPAIR ANY DAMAGE WHICH SHOULD OCCUR TO THE SATISFACTION OF THE OWNER AND DAMAGED PARTY.
2. VERIFY ALL ITEMS TO BE DEMOLISHED WITH THE LANDSCAPE ARCHITECT PRIOR TO DEMOLITION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL ITEMS/DEBRIS TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT/OWNER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN/UP/REPAIR OF ANY EROSION/SEDIMENTATION THAT OCCURS DURING CONSTRUCTION - WITHOUT ANY ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT SITE, AND THE PREVENTION OF NON-AFFILIATED PERSONNEL FROM ENTERING THE SITE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BARRICADEING AND PROTECTION OF ALL EXISTING TREES TO REMAIN - FROM TEN FEET OUTSIDE THE DRIPLINE TO THE TREE-TRUNK.
7. LOCATIONS FOR EXISTING GRAVEL, CONCRETE/ASHPHALT TO BE REMOVED SHALL BE VERIFIED WITH LANDSCAPE ARCHITECT PRIOR TO ANY CUTTING OF EXISTING CONCRETE/ASHPHALT. ALL EXISTING CONCRETE TO BE REMOVED SHALL BE CUT WITH A CONCRETE SAW. PRIOR TO REMOVAL OF CONCRETE ALL CONTROL JOINTS SHALL BE CUT INTO EXISTING CONCRETE AS SHOWN ON PLANS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL AFFILIATED, AND NON-AFFILIATED PERSONNEL, UNTIL COMPLETION OF THE PROJECT - AS REQUIRED BY PROJECT MANUAL SPECIFICATIONS, LOCAL, STATE, AND FEDERAL ORDINANCES.
9. ITEMS DESIGNATED FOR REMOVAL ON THIS SHEET HAVE BEEN SHOWN FOR ESTIMATING PURPOSES ONLY. THERE IS NO GUARANTEE THAT ALL ITEMS TO BE REMOVED HAVE BEEN ACCURATELY LISTED. ITEMS DESIGNATED ON THIS SHEET BEARING THE CIVIL WORK ONLY (C) FOR STRUCTURAL ITEMS, UTILITIES, ETC., REFER TO THE APPROPRIATE SHEETS.
10. THE PHASING OF ALL SITE DEMOLITION AND CONSTRUCTION SHALL BE COORDINATED TO ACCOMMODATE THE NEEDS OF THE PROJECT AS A WHOLE. THE EXACT TIMING OF ALL SITE WORK IS SUBJECT TO PAVEMENT BY THE LANDSCAPE ARCHITECT AND OWNER.
11. ALL ITEMS TO BE REMOVED INCLUDING BUT NOT LIMITED TO WASTE DIRT, FERTILIZER, STORM DRAINS, MOUND STRUCTURES, TREES, ETC. SHALL BE DISPOSAL OF AT A SITE TO BE PROVIDED BY THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT DISPOSAL IS DONE IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.
12. NO TREES OR LANDSCAPING, OTHER THAN THOSE SHOWN FOR REMOVAL ON THIS PLAN, SHALL BE REMOVED OR DESTROYED UNLESS DIRECTED OR APPROVED BY THE LANDSCAPE ARCHITECT AND THE OWNER.
13. EXISTING TPO SHALL BE STOCKPILED ON THE SITE FOR USE IN PLANTING OF GRADED AREAS PRIOR TO FINAL SODDING SECTIONS, UNLESS OTHERWISE DIRECTED.
14. ANY EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO WATER LINES AND SEWER LINES, WHICH CONFLICT WITH NEW CONSTRUCTION SHALL BE ADJUSTED, RELOCATED OR REMOVED AS NEEDED OR AS DIRECTED.
15. ALL EXISTING PAVED SURFACES/HANDRAILS, STAIRS, HANDRAILS, TO BE PROTECTED DURING CONSTRUCTION. ALL DAMAGED ITEMS TO BE REPLACED TO PREVIOUS CONDITION QUALITY AND WORK TO BE APPROVED BY LANDSCAPE ARCHITECT.
16. OWNER A LANDSCAPE ARCHITECT CAN IDENTIFY LOCATIONS IN PROPERTY TO BORROW OR SPILL SOIL.



FOR
BID

ALTADENA VALLEY PARK VA PLAZA
2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

[illegible]DEMOLITION/
SEDIMENT
CONTROL PLAN

JOB NO:	VEST-2401
DATE:	10/17/2025
DRAWN BY:	ARF
CHECKED BY:	ALF
SHEET NUMBER:	

L1.0

SITE MATERIALS NOTES

1. BASIS OF DESIGN: ALL PRODUCTS SPECIFIED HERE ARE BASIS OF DESIGN. SUBSTITUTIONS WILL BE CONSIDERED IF SUBSTITUTION REQUEST IS REPRESENTED BEFORE DEADLINE DURING BID PHASE, AND 2) ACCOMPANIED BY SUFFICIENT DATA TO DEMONSTRATE THAT THE SUBSTITUTE PRODUCT IS SUBSTANTIALLY EQUAL TO THE SPECIFIED PRODUCT AND CONFORMS TO THE DESIGN INTENT AND PROJECT REQUIREMENTS. NO SUBSTITUTIONS WILL BE CONSIDERED OR PERMITTED AFTER AWARD OF CONTRACT.

LAYOUT AND MATERIALS NOTES

1. ALL WORK WILL CONFORM TO ALL LOCAL, COUNTY AND STATE CODES AND REGULATIONS. OBTAIN ALL CONSTRUCTION PERMITS, LICENSES, ETC. REQUIRED FOR EXECUTION OF WORK.
2. THE CONTRACTOR SHALL, FOR HIS OWN PROTECTION, VERIFY THE PRESENCE AND LOCATION OF ALL UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
3. LOCATE UTILITIES PRIOR TO ALL EXCAVATIONS, INCLUDING TREE PITS.
4. LAYOUT WORK AND VERIFY ALL DIMENSIONS PRIOR TO ACTUAL CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECTS OF ANY DISCREPANCIES BEFORE CONTINUING WORK. CONTRACTOR RESPONSIBLE FOR STAKING SITE LAYOUT, GRADES, AND LIMIT OF WORK. THE WORK SHALL BE STAKED BY A LICENSE SURVEYOR. DIMENSIONS ARE GIVEN FROM BACK OF CURB, FACE OF STRUCTURE, OR THE IDENTIFIED CENTERLINES.
5. CONDUCT ALL OPERATIONS TO AVOID DAMAGE TO OR DISTURBANCE OF EXISTING VEGETATION AND STRUCTURES TO REMAIN.
6. CLEAN-UP, REMOVE AND PROPERLY DISPOSE OF ALL DEBRIS, WASTE AND EXCESS CONSTRUCTION MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN READY FOR OWNERS USE.
7. ANY VARIATION FROM DRAWINGS OR SUBSTITUTIONS IN MATERIALS WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT ONLY.
8. CHECK DIMENSIONS GIVEN ARE FOR FIELD VERIFICATION OF LAYOUT NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
9. ALL UTILITY ACCESS POINTS (VALVE BOXES, METER COVERS, ETC.) TO BE RAISED OR LOWERED TO MATCH FINISHED LAYOUT. REMOVE EXISTING COVERS OR SUPPLY NEW COVERS AS REQUIRED.
10. CLEANOUTS/CLEANOUT COVERS IN PAVING SHALL BE HEAVY DUTY, ADJUSTABLE TYPE WITH SCORATED BRONZE METAL COVERS WITH VANDAL-PROOF SCREWS, AND COATED CAST IRON BODY. ZURN ZB1400-HD-WP OR APPROVED SUBSTITUTE. SIZE AS REQUIRED FOR ACCESS AND SHALL BE MIN. 4" AND MAX. 8" UNLESS APPROVED BY LANDSCAPE ARCHITECT. COVERS/FRAMES SHALL BE SET PERFECTLY FLUSH IN SURROUNDING PAVING.
11. REMOVE ALL CONSTRUCTION DEBRIS AND BASE MATERIAL FROM PLANTING BEDS, ISLANDS, ETC. AND LEAVE READY FOR TOPSOIL PLACEMENT AND PLANTING. CONFIRM ADEQUATE DRAINAGE IN ALL PLANTING AREAS. NOTIFY LANDSCAPE ARCHITECT OF UNSATISFACTORY CONDITIONS.
12. ELECTRONIC LAYOUT FILE TO BE SUPPLIED TO CONTRACTOR AT HISHER REQUEST UPON AWARD OF CONTRACT.

GENERAL NOTES

1. INTERPRETATION, ERRORS AND OMISSIONS: SHOULD ANY OMISSION, DISCREPANCY, AMBIGUITY OR ERROR IN THE CONTRACT DOCUMENT DRAWINGS BE DISCOVERED, OR SHOULD THERE BE ANY DOUBT AS TO THE MEANING OR INTENT THEREOF, REPORT SUCH FINDINGS TO THE LANDSCAPE ARCHITECT IN WRITING WITHIN A REASONABLE TIME OF RECOVERY.
2. IF, DURING THE COURSE OF CONSTRUCTION, CONFLICTS ARE FOUND IN THE DRAWINGS OR EXISTING SITE CONDITIONS, THE LANDSCAPE ARCHITECT WILL INTERPRET THE DRAWING(S) AND / OR EXISTING SITE CONDITIONS SO AS TO SECURE THE MOST SUBSTANTIAL AND COMPLETE PERFORMANCE OF THE WORK.
3. DIMENSIONS ON PLANS ARE TO FINISHED FACE OF SURFACES, BACK OF CURB, OR FACE OF CONCRETE MASONRY UNIT WALLS, UNLESS NOTED OTHERWISE.
4. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BEGINNING DEMOLITION AND/OR CONSTRUCTION. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE REPRESENTED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION IMMEDIATELY.
5. CALL BEFORE YOU DIG: CONTRACTOR TO NOTIFY ALABAMA ONE CALL (AL811.COM OR CALL 811) WITH SUFFICIENT NOTICE FOR UTILITY LOCATION TO BE COMPLETED PRIOR TO BEGINNING ANY DIGGING/EXCAVATION OPERATIONS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, UTILITIES, TREES, PLANTING, ETC. FROM DAMAGE AS REQUIRED DURING CONSTRUCTION. DAMAGE TO EXISTING WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR PRIOR TO FINAL ACCEPTANCE OF THE WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN OF TRAFFIC CONTROL PLANS INCLUDING SIDEWALK/TRAVEL LANE CLOSURE SCHEDULES, BARRIERS, SIGNAGE, ETC. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED WITH PROJECT SCHEDULE FOLLOWING NOTICE TO PROCEED.
8. PROVISIONS OF THE INTERNATIONAL BUILDING CODE ADOPTED BY CITY OF BIRMINGHAM AND ITS REFERENCED STANDARDS APPLY TO THE DESIGN AND CONSTRUCTION OF THIS WORK.
9. CONTRACTOR TO INCLUDE IN BID ALL MISCELLANEOUS MATERIAL REQUIRED FOR A COMPLETE INSTALLATION PER THE DESIGN INTENT AS DEFINED BY THE CONTRACT DOCUMENTS. MISCELLANEOUS MATERIAL INCLUDES, BUT IS NOT LIMITED TO, FASTENERS, HANGERS, BLOCKING, TRIM AND OTHER MATERIALS NOT SPECIFICALLY INDICATED BUT REQUIRED FOR A COMPLETE INSTALLATION.

SITE FURNISHINGS NOTES AND LEGENDS

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
2. SUBMIT SAMPLES OF EACH EXPOSED FINISH AND FABRIC, NOT LESS THAN 6" LONG FOR LINEAR COMPONENTS AND 4" SQUARE SHEET COMPONENTS.
3. SUBMIT PRODUCT SCHEDULE USING SAME DESIGNATION AS IN THE DRAWINGS.
4. AT CLOSEOUT, SUBMIT MAINTENANCE DATA FOR INCLUSION IN MAINTENANCE MANUAL.
5. COMPLY WITH MANUFACTURER'S WRITTEN ASSEMBLY AND INSTALLATION INSTRUCTIONS. UNLESS OTHERWISE NOTED, INSTALL FURNISHINGS AFTER PAVING AND LANDSCAPING OPERATIONS ARE COMPLETE.
6. EXACT LOCATION OF BENCHES TO BE CONFIRMED IN FIELD BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.

UNIT MASONRY SITE WALLS

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
2. VENEER TO BE SELECTED BY LANDSCAPE ARCHITECT FROM SUBMITTED SAMPLES. SUBMIT SUFFICIENT QUANTITY OF SAMPLES TO DEMONSTRATE FULL RANGE OF COLOR/TEXTURE VARIATION. EACH UNIT SUBMITTED SHALL BE NO SMALLER THAN 3" x 3".
3. MORTAR SHALL BE SELECTED FROM SUBMITTED SAMPLES TO MATCH OR OTHERWISE COORDINATE WITH SELECTED VENEER.
4. FACE BRICK AND COLORED MORTAR SHALL BE SELECTED TO MATCH ADJACENT OR NEARBY BUILDING. SEE ARCHITECTURAL DRAWINGS/SPECIFICATIONS.
5. CONCRETE MASONRY UNITS: ASTM C90.
6. CONCRETE BUILDING BRICK: ASTM C55.
7. BRICK VENEER: RUNNING BOND, OR AS SHOWN IN THE DRAWINGS.
8. STONE CAPS: PRECAST CONCRETE; SEE DETAILS.
9. MORTAR AND GROUT MATERIALS: PORTLAND CEMENT: ASTM C150, TYPE I OR II. PROVIDE NATURAL COLOR OR WHITE CEMENT AS REQUIRED TO PRODUCE SELECTED MORTAR COLOR. HYDRATED LIME: ASTM C207, TYPE S MASONRY CEMENT; ASTM C91 MORTAR CEMENT; ASTM C1325 MORTAR PIGMENTS: NATURAL AND/OR SYNTHETIC IRON OXIDES AND CHROMIUM OXIDES, COMPOUNDED FOR USE IN MORTAR MIXES AND COMPLYING WITH ASTM C897. PIGMENTS SHALL NOT EXCEED 5% OF MORTAR OR MASONRY CEMENT BY WEIGHT. AGGREGATE FOR MORTAR: ASTM C144, WASHED AGGREGATE OF NATURAL SAND OR CRUSHED STONE, 100% PASSING NO. 16 SIEVE.
10. MORTAR JOINTS: 3/8" TYPICAL, 1/4" (1/4" MINIMUM, 1/2" MAXIMUM).
11. STEEL REINFORCING: ASTM A615 OR A996, GRADE 60.
12. MASONRY JOINT REINFORCING: HOT-DIP GALVANIZED CARBON STEEL LADDER TYPE.
13. METAL FLASHING: COMPLY WITH SMACNA'S ARCHITECTURAL SHEET METAL MANUAL. STAINLESS STEEL, ASTM A240 OR ASTM A666, TYPE 304, 0.016" THICK. FABRICATE CONTINUOUS FLASHINGS IN SECTIONS 96" LONG MINIMUM, BUT NOT EXCEEDING 12" PLACE SPURCE PLATES AT JOINTS OF FORMED METAL FLASHINGS.
14. FLEXIBLE FLASHING: COMPOSITE RUBBERIZED-ASPHALT FLASHING. MATCH PRODUCT SPECIFIED IN ARCHITECTURAL SPECIFICATIONS, OR PROVIDE PRODUCT EQUAL TO AIR-SHELD THRU-WALL FLASHING BY W. R. MEADOWS.
15. WEEP INSERTS: CELLULAR PLASTIC WEEP VENT, ONE-PIECE, FLEXIBLE EXTRUSION MADE FROM UV RESISTANT POLYPROPYLENE COPOLYMER. FULL HEIGHT AND WIDTH OF HEAD, JOINT AND DEPTH 1/8" LESS THAN DEPTH OF OUTER WYTHE, IN COLOR SELECTED FROM MANUFACTURER'S STANDARD OPTIONS.
16. COMPRESSIBLE FILLER: PREMOLDED NEOPRENE FILLER STRIPS COMPLYING WITH ASTM D1058, GRADE 2A1; COMPRESSIBLE UP TO 35% OF WIDTH AND THICKNESS REQUIRED.
17. TOLERANCES: LOCATION/DIMENSION IN CROSS-SECTION, PLAN, OR ELEVATION: 1/4" LINES AND LEVELS: 1/4" IN 10', OR 1/2" OVERALL. PLUMB: 1/4" MAXIMUM. JOINTS: 1/8" MAXIMUM.
18. PRODUCTS, GENERAL: INSTALL, CLEAN, AND PROTECT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
19. FINAL CLEANING: AFTER MORTAR IS SET AND CURED, REMOVE LARGE MORTAR PARTICLES BY HAND WITH WOODEN PADDLES OR NONMETALLIC SCRAPERS. TEST CLEANING METHODS ON AREA NOT FACING PUBLIC ROAD. PROTECT ADJACENT SURFACES. CLEAN STONE TO COMPLY WITH SUPPLIER'S WRITTEN INSTRUCTIONS.

UNIT PAVERS:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
2. PROVIDE SAMPLES OF ALL PAVEMENT TYPES IN SUFFICIENT QUANTITY TO DEMONSTRATE COLOR RANGE FOR LANDSCAPE ARCHITECT'S APPROVAL.
3. PAVERS SHALL BE INSTALLED BY A QUALIFIED UNIT PAVING INSTALLER.
4. BRICK PAVERS FOR PEDESTRIAN TRAFFIC SHALL BE 2 1/4" THICK. BRICK PAVERS IN VEHICULAR TRAFFIC AREAS SHALL BE 3/4" THICK.
5. EDGE RESTRAINTS: AS SHOWN IN THE DRAWINGS.
6. SAND FOR LEVELING COURSE: INSTALL 1 1/4" MASONRY SAND OVER CONCRETE BASE.
7. JOINTING SAND: SWEET POLYMERIC SAND, TECHNISEAL HP NEXTGEL. www.techniseal.com, 800-465-7325. COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT, OR APPROVED EQUAL.
8. MIX PAVERS FROM SEVERAL PALLETES OR CUBES AS THEY ARE PLACED TO PRODUCE UNIFORM BLEND OF COLORS AND TEXTURES.
9. DO NOT USE UNIT PAVERS WITH CRACKS, CHIPS, VOIDS, DISCOLORATION OR OTHER DEFECTS THAT MIGHT BE VISIBLE TO THE END USER.
10. CUT PAVERS TO PROVIDE CLEAN, SHARP UNCHIPPED EDGES. CUT UNITS IN LOCATIONS INDICATED IN DRAWINGS TO MINIMIZE APPEARANCE OF CUT PAVERS IN OVERALL WORK. PROVIDE PATTERN INDICATED AND FIT ADJOINING WORK NEATLY.
11. TOLERANCES: 1/32" UNIT-TO-UNIT OFFSET FROM FLUSH (LIP/LAP); 1/8" IN 10' FROM LEVEL, OR FROM INDICATED SLOPE, FOR FINISHED PAVING SURFACE.

DECORATIVE CONCRETE PAVING

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
2. CONCRETE WALKS SHALL BE 4" MIN. THICKNESS OR AS SHOWN IN DRAWINGS, COMPLYING WITH ACI 301. ALL CONCRETE TO BE 4000 PSI. ALL WALKING SURFACES, INCLUDING STAIRS, RAMPS, ETC., SHALL HAVE A NON-SLIP, LIGHT BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAVEL.
3. BASE MATERIAL: CONCRETE WALKS TO BE CONSTRUCTED OVER 4" MIN. COMPACTED CRUSHED STONE (#57 STONE, CRUSHER RUN, OR DENSE-GRADED BASE).
4. FORM MATERIALS, EXPOSED FINISHED CONCRETE: CONSTRUCT FORMWORK WITH PLYWOOD, METAL, METAL-FRAMED PLYWOOD, OR OTHER ACCEPTABLE PANEL-TYPE MATERIALS. TO PROVIDE CONTINUOUS, STRAIGHT, SMOOTH EXPOSED SURFACES. MATERIALS SHALL HAVE SUFFICIENT THICKNESS AND STRENGTH TO WITHSTAND PRESSURE OF NEWLY PLACED CONCRETE WITHOUT BOWING OR DEFLECTION.
5. FORM MATERIALS, UNEXPOSED FINISHED CONCRETE: CONSTRUCT FORMWORK WITH PLYWOOD, LUMBER, METAL, OR OTHER ACCEPTABLE MATERIAL.
6. FORM COATINGS: PROVIDE COMMERCIAL FORMULATION FORM COATING COMPOUNDS THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES. NOR IMPAIR SUBSEQUENT TREATMENT OF CONCRETE SURFACES.
7. REINFORCING BARS: ASTM A615/A616M, GRADE 60, DEFORMED.
8. STEEL WIRE: ASTM A62, PLAIN, COLD-DRAWN STEEL.
9. WELDED WIRE FABRIC: ASTM A185, WELDED STEEL WIRE FABRIC.
10. WELDED DEFORMED STEEL WIRE FABRIC: ASTM A497.
11. SUPPORTS FOR REINFORCEMENT: PROVIDE SUPPORTS INCLUDING BOLSTERS, CHAIRS, SPACERS, AND OTHER DEVICES FOR SPACING, SUPPORTING, OR FASTENING REBARS AND WELDED WIRE FABRIC IN PLACE.
12. CEMENTITIOUS MATERIALS: USE THE FOLLOWING OF SAME TYPE, BRAND, AND SOURCE THROUGHOUT PROJECT. PORTLAND CEMENT: ASTM C150, TYPE I OR II. FLY ASH: ASTM C618, TYPE C OR TYPE F, NOT TO EXCEED 25% OF CEMENT CONTENT BY WEIGHT. NORMAL-WEIGHT AGGREGATES: ASTM C33/C33M, FROM SINGLE SOURCE FOR EXPOSED CONCRETE. DO NOT USE AGGREGATES CONTAINING SPALLING-CAUSING OR DELETERIOUS SUBSTANCES.
13. NORMAL-WEIGHT AGGREGATES: ASTM C33, CLASS 4M. PROVIDE AGGREGATES FROM A SINGLE SOURCE. MAXIMUM COARSE-AGGREGATE SIZE: 3/4" NOMINAL FINE AGGREGATE: FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT.
14. AIR-ENTRAINING ADMIXTURES: Sika AER BY Sika Corp., OR APPROVED SUBSTITUTE. AIR CONTENT: 5% 1/4" 1.5% FOR 3/4" NOMINAL AGGREGATE.
15. CHEMICAL ADMIXTURES: CERTIFIED BY MANUFACTURER TO BE COMPATIBLE WITH OTHER ADMIXTURES. NOT MORE THAN 0.1% WATER-SOLUBLE CHLORIDE IONS BY MASS OF CEMENTITIOUS MATERIAL. WATER-REDUCING ADMIXTURE: ASTM C494, TYPE A. WATER-REDUCING AND RETARDING ADMIXTURE: ASTM C494, TYPE D. WATER-REDUCING AND ACCELERATING ADMIXTURE: ASTM C494, TYPE E.
16. ALL EXPOSED FINISH CONCRETE TO BE INTEGRALLY COLORED. NATURAL: #848 OCHRE BY NEW RIVERSIDE OCHRE CO., INC., CARTERSVILLE, GA. 800-248-0176. MIX PIGMENT PER MANUFACTURER'S RECOMMENDATIONS AT RATE OF 37.5 LBS. / CU YD. SYNTHETIC: ASTM C879, SYNTHETIC MINERAL-OXIDE PIGMENTS: COLOR-STABLE, NON-FADING, AND RESISTANT TO LIME OR OTHER ALKALIS. MEDIUM ALABAMA OCHRE BY ALABAMA PIGMENT CO., MCCALLA, AL. 205-938-3065. MIX PER MANUFACTURER'S RECOMMENDATIONS AT RATE OF 12.5 LBS. / CU YD.
17. CURING COMPOUND SHALL CONFORM TO THE LATEST REVISED "STANDARD SPECIFICATION FOR LIQUID MEMBRANE FORMING COMPOUNDS FOR CURING CONCRETE."
18. EXPANSION JOINTS: PROVIDE EXPANSION JOINTS AS SHOWN ON DRAWINGS AND WHERE ALL PAVING ADJOINS VERTICAL SURFACES (BUILDINGS, PLANTER WALLS, STAIRS, ETC.) EXPANSION JOINTS TO HAVE FULL-DEPTH NON-EXTRUDING JOINT FILLER MATERIAL, WITH ZIP STRIPS WITH REMOVABLE PVC CAPS. REMOVE CAPS AND SEAL JOINTS WITH JOINT SEALANT.
19. EXPANSION JOINTS SHALL HAVE FULL-DEPTH, NON-EXTRUDING FILLER MATERIAL, COMPLYING WITH ASTM D1751 OR D1752. PROVIDE PLASTIC EXPANSION JOINT CAP SIMILAR TO "SNAP-CAP" BY W.R. MEADOWS AT ALL EXPANSION JOINTS IN PAVING, INCLUDING THOSE AT WALLS OR BUILDINGS. INSTALL JOINT CAP OVER TOP OF EXPANSION JOINT AND REMOVE "ZIP STRIP" ONCE CONCRETE IS CURED, BEFORE APPLYING JOINT SEALANT.
20. JOINT SEALANT: SEMI-SELF-LEVELING, POLYURETHANE, TINTABLE, RATED FOR TRAFFIC IN AREAS SLOPED UP TO 10%, COLOR TO MATCH SURROUNDING PAVING. TREMCO THC-901 OR APPROVED SUBSTITUTE.
21. JOINING EXISTING PAVING: PLACE TRANSVERSE JOINTS TO ALIGN WITH PREVIOUSLY PLACED JOINTS. USE BONDING AGENT AT JOINT LOCATIONS WHERE FRESH CONCRETE IS PLACED AGAINST HARDENED OR PARTIALLY HARDENED CONCRETE SURFACES.
22. CURE CONCRETE AS REQUIRED FOR WEATHER CONDITIONS, KEEPING CONTINUOUSLY MOIST FOR NOT LESS THAN 7 DAYS.
23. TOLERANCES: ELEVATION 3/4", THICKNESS +3/8", -1/4", SURFACE GAP NOT TO EXCEED 1/2" BELOW A 10' STRAIGHTEDGE. LATERAL ALIGNMENT AND SPACING OF DOWELS: 1" VERTICAL ALIGNMENT OF DOWELS: 1/4", JOINT SPACING: 3". CONTROL JOINT DEPTH: +1/4", NO MINUS. JOINT WIDTH: +1/8", NO MINUS. NO PONDING WATER (BROBOTH) IN FINISHED CONCRETE.
24. REPAIR AND PROTECTION: REMOVE AND REPLACE PAVING THAT IS BROKEN, DAMAGED, OR DEFECTIVE OR THAT DOES NOT COMPLY WITH THESE REQUIREMENTS. REMOVE WORK IN COMPLETE SECTIONS FROM JOINT TO JOINT. PROTECT PAVING FROM DAMAGE. NO TRAFFIC FOR AT LEAST 14 DAYS AFTER PLACEMENT. REMOVE SURFACE STAINS, SPILLS, ETC. AS THEY OCCUR.
25. JOINT SEALANT (SIDEWALKS): TREMCO THC 901 OR APPROVED SUBSTITUTE. COLOR TO MATCH SURROUNDING PAVING. COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT.
26. JOINT SEALANT (CROSSWALKS): DOWEL, 898-SL SELF-LEVELING SILICONE JOINT SEALANT.
27. PAVEMENT JOINTS TO BE TECHNISEAL HP NEXTGEL POLYMERIC JOINTING SAND COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT. www.techniseal.com, 800-465-7325, OR APPROVED EQUAL.
28. LANDSCAPE ARCHITECT TO APPROVE ANY FORMWORK PRIOR TO POUR. 72 HOUR NOTICE TO BE PROVIDED.



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2495 LAKELAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

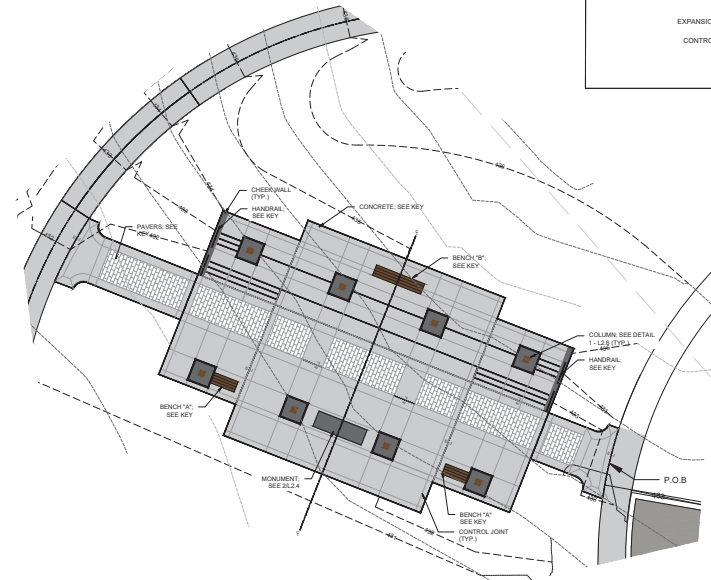
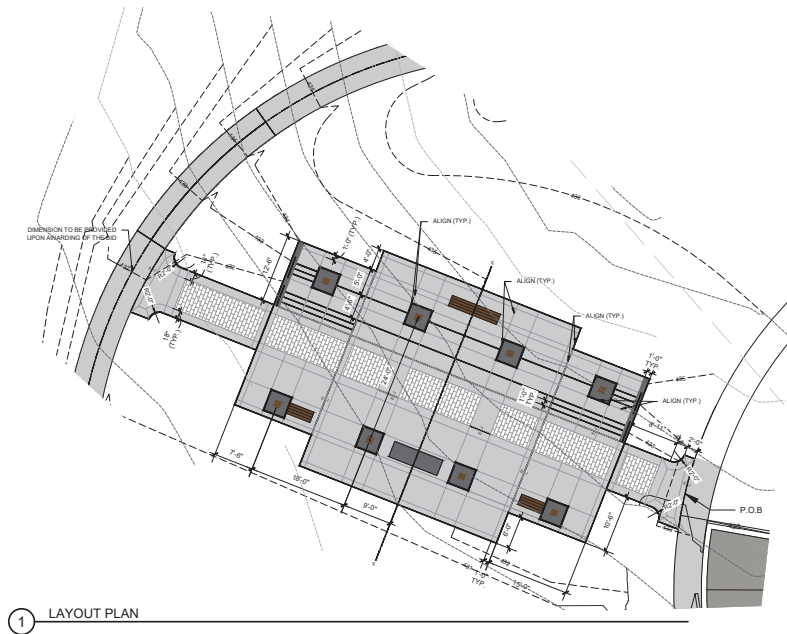
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		NO.	DATE	

HARDSCAPE
NOTES

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SHEET NUMBER:

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* **NOTE:**
**ANY MANUFACTURERS LISTED ARE FOR
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2 MATERIALS PLAN

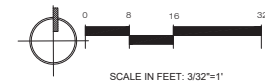
NOTES

CONTRACTOR TO COORDINATE FOOTING LOCATIONS AND APPROVED PARALLEL SHOP DRAWINGS

EXACT LOCATION OF BENCHES TO BE CONFIRMED IN FIELD BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION

HARDSCAPE LEGEND

LANDSCAPE/PLANTING AREA, SEE LANDSCAPE DRAWINGS FOR MORE INFORMATION	
STANDARD CONCRETE SLOPED RAISED AREA: 1:12 AND 2:120 SLOPE	
STANDARD CONCRETE SIDEWALK, LIGHT BROOM FINISH	
BRICK PAVERS: ACME BRICK/MARION CERAMIC - COBBLESTONE, MODULAR, SET IN SAND BED	
(4) NEOLITHIUM BENCH, LANDSCAPE FORM, 60" LENGTH, SEE SPEC	
A. (2) W/ ONE LEG, ONE COLUMN BRACKET ATTACHMENT	
B. (2) W/ LEFT AND RIGHT LEGS	
2" ROUND HANDRAIL, BRUSHED NICKEL	
EXPANSION JOINT	
CONTROL JOINT	



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2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

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**HARDSCAPE
LAYOUT**

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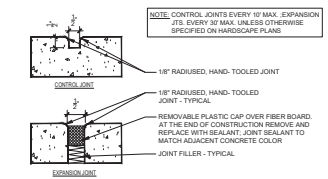
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2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

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		DESCRIPTION	

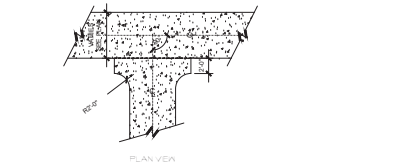
HARDSCAPE
DETAILS

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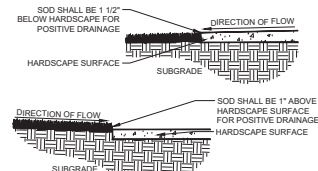
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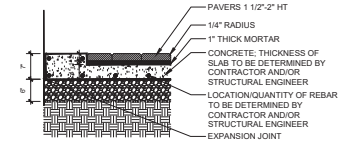
1 JOINT DETAILS
NTS



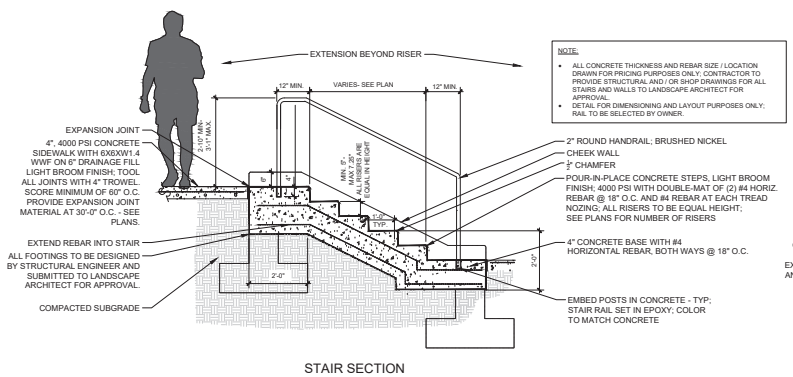
2 NEW SIDEWALK TO EXISTING SIDEWALK CONNECTION
NTS



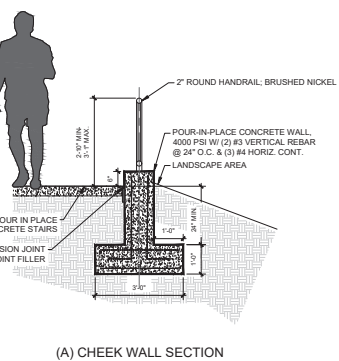
3 HARDSCAPE/ SOD TRANSITION
NTS



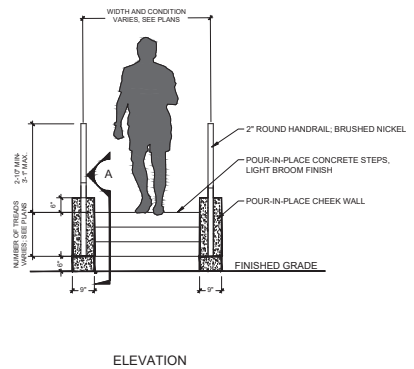
4 CONCRETE TO PAVERS- CONCRETE BASE
NTS



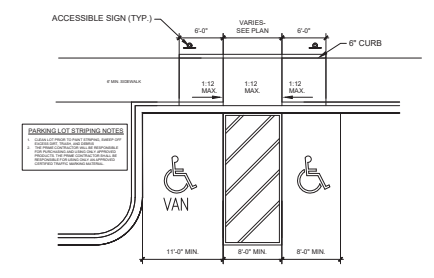
5 POUR IN PLACE STAIR
1/2" = 1'-0"



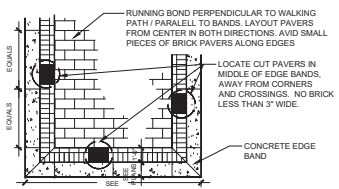
(A) CHEEK WALL SECTION



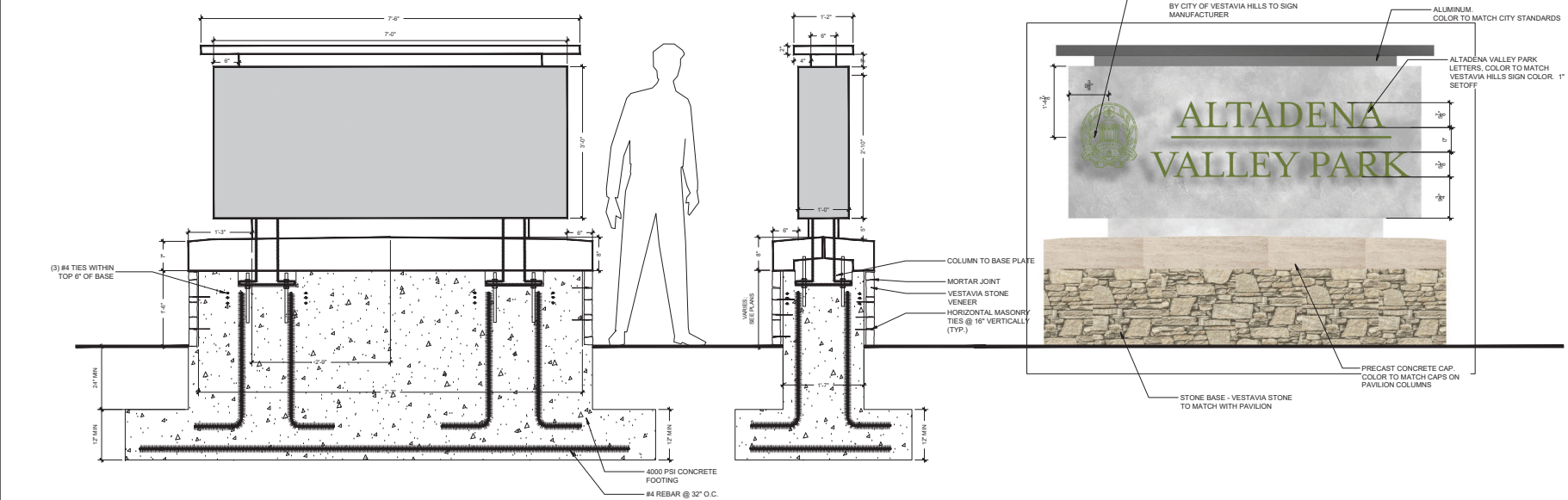
ELEVATION



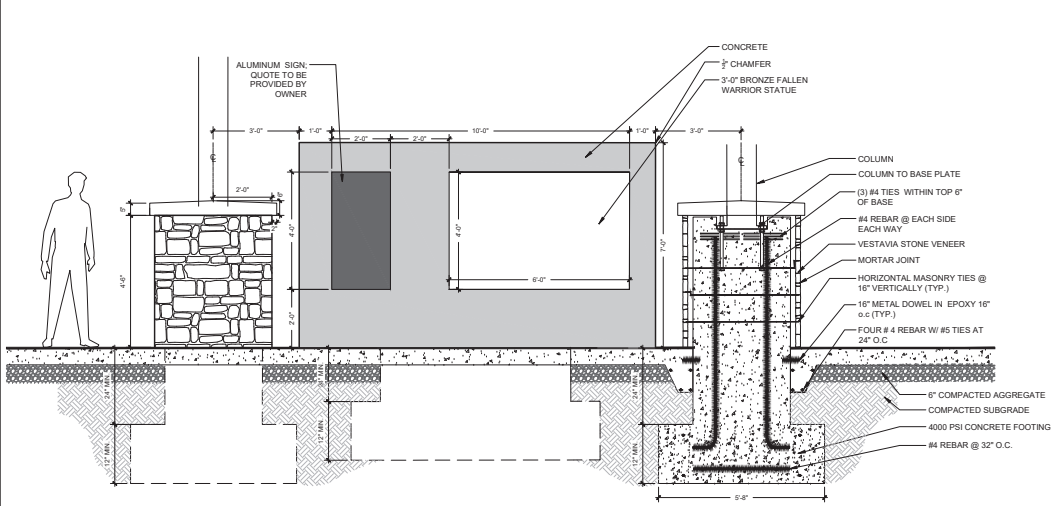
6 ACCESSIBLE PARKING
NTS



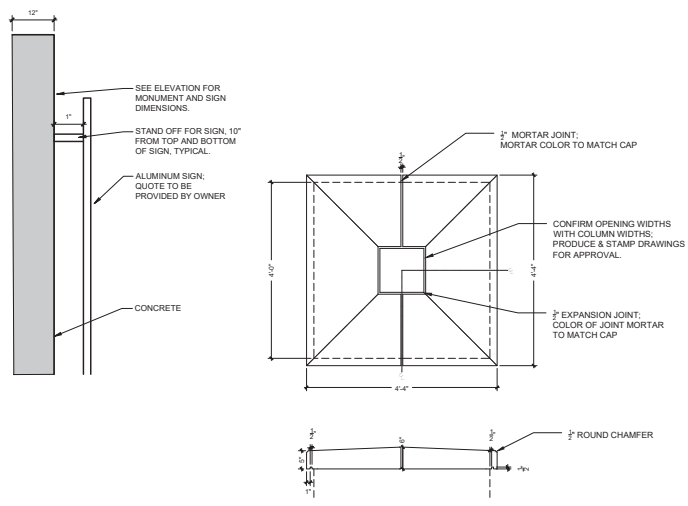
7 BRICK PAVING
NTS



1 ENTRY SIGN DETAIL
1" = 1'-0"



2 VETERANS MONUMENT ELEVATION
NTS



3 PAVILLION COLUMN DETAIL
NTS

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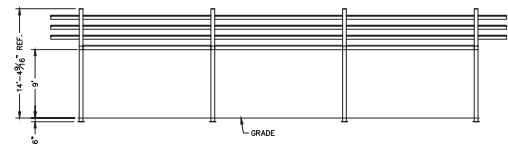
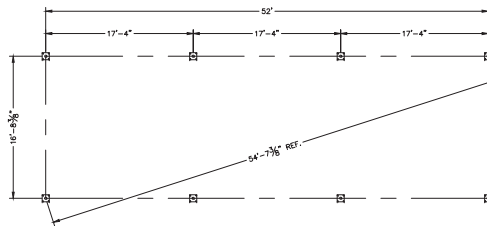
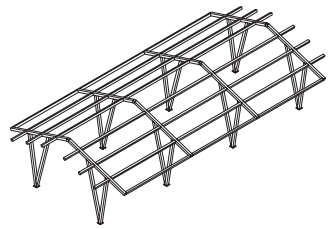
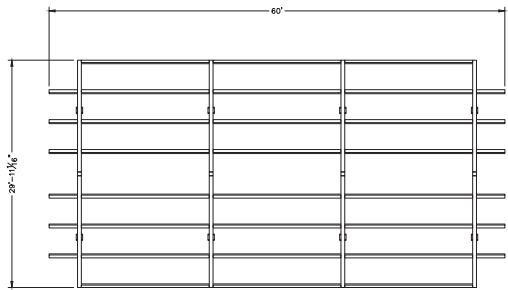
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2495 LAKE LAND TRAIL
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SIGN AND
MONUMENT

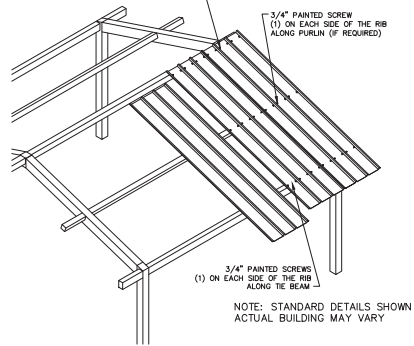
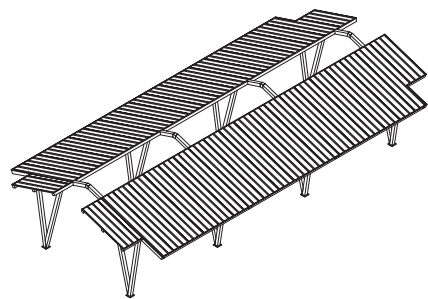
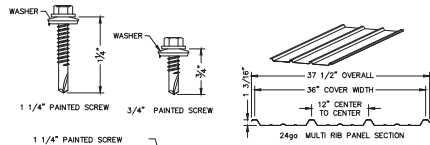
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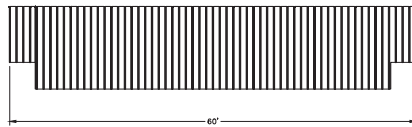
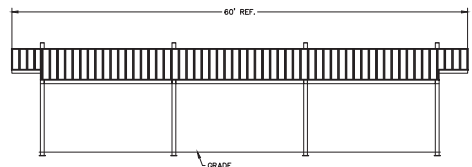
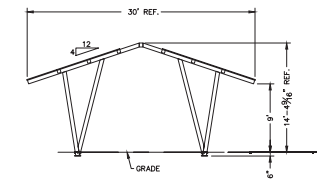


ALL STRUCTURAL COMPONENTS WILL BE:
TUBE: ASTM A500 GRADE B
PLATE: ASTM A36
BOLTS: ASTM A325
NUTS: ASTM A563
WELDING: GMAW

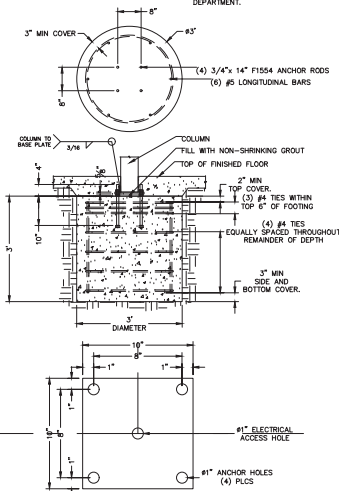
NOTE:
COLUMN SIZE: HSS 6x6x3/16



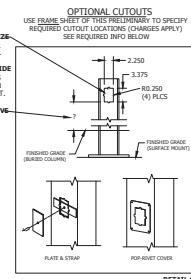
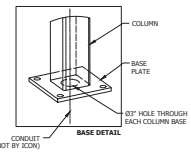
NOTE: STANDARD DETAILS SHOWN
ACTUAL BUILDING MAY VARY



CONCRETE STRENGTH $f'_c = 2500$ PSI
REBAR GRADE $F_y = 60$ KSI
SLAB IS REQUIRED. IF NO SLAB IS TO BE
INSTALLED, CONTACT THE ICON ENGINEERING
DEPARTMENT.



PRELIMINARY FOOTING
FOR ESTIMATING PROPOSES ONLY



- NOTES**
1. **ANY MANUFACTURERS LISTED ARE FOR BASIS OF DESIGN ONLY**
 2. **LAYOUT TO BE COORDINATED WITH HARDSCAPE DRAWINGS AND LANDSCAPE ARCHITECT**
 3. **TUDOR BROWN POSTS AND BEAMS; TUDOR BROWN ROOF**
 4. **ALL COLORS/FINISH SAMPLES TO BE PROVIDED TO OWNER FOR APPROVAL**

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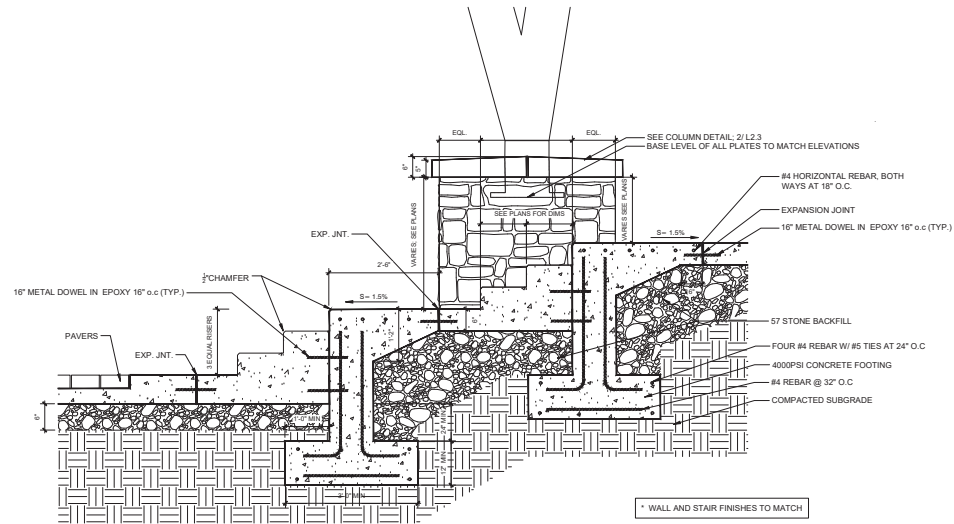
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SHELTER STRUCTURE

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NOT TO SCALE



1 AMPITHEATER SECTION COLUMN
NTS

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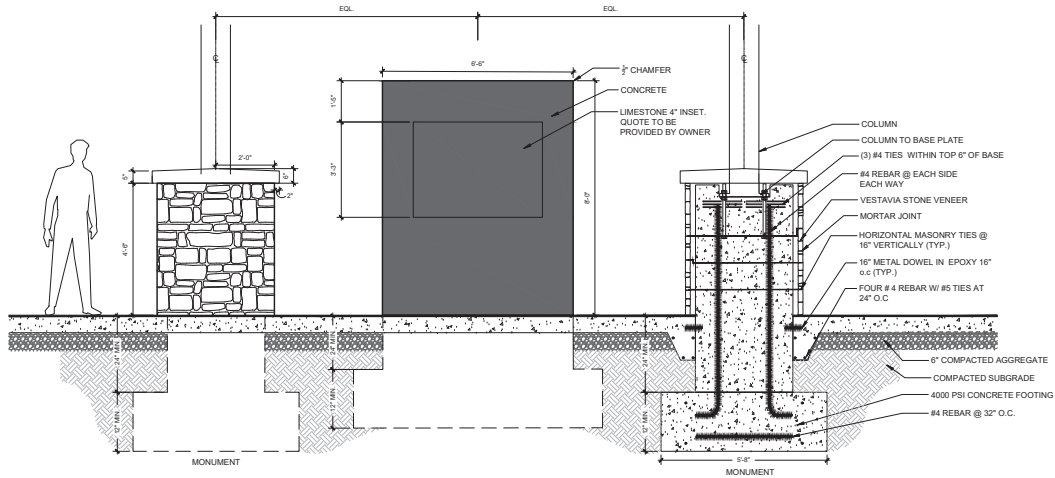
ALTADENA VALLEY PARK VA PLAZA
2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

REVISIONS	
NO.	DESCRIPTION

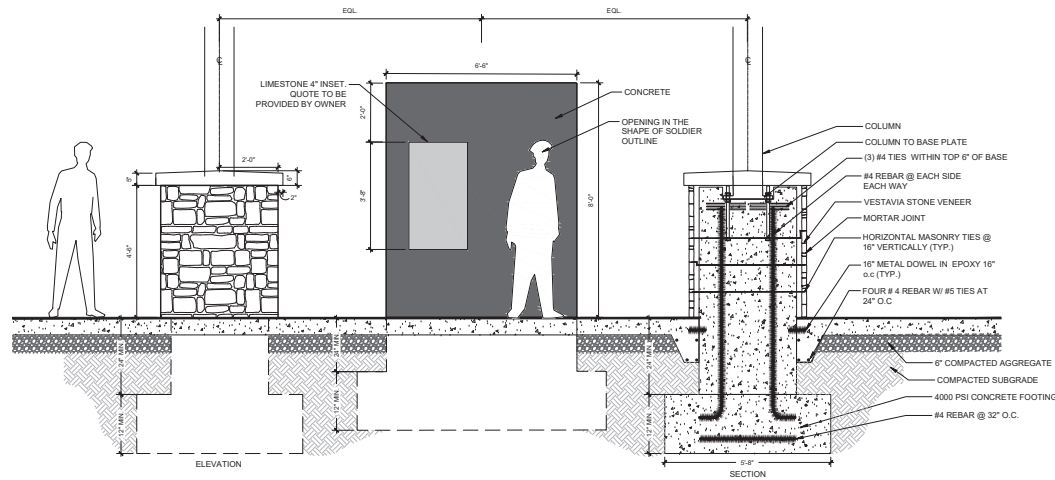
AMPITHEATER
SECTION

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SHEET NUMBER:

L2.6



1 ALTERNATE MONUMENT "A"



2 ALTERNATE MONUMENT "B"

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NO.	DESCRIPTION

ALTERNATE 1 -
MONUMENT
WALL

JOB NO: VEST-2401
DATE: 10/17/2025
DRAWN BY: ARR
CHECKED BY: ALR
SHEET NUMBER:

L2.7

SOIL PREPARATION

1. SUBMITTALS: INCLUDE THE FOLLOWING PRODUCT DATA FOR EACH TYPE OF PRODUCT:
- RECOMMENDATIONS FOR APPLICATION AND USE
 - TEST DATA SUBSTANTIATING COMPLIANCE WITH REQUIREMENTS
 - SIEVE ANALYSIS FOR AGGREGATE MATERIALS
 - MATERIAL CERTIFICATES FOR IMPORTED SOILS, SOIL AMENDMENTS, AND FERTILIZERS (INCLUDING ANALYSIS BY QUALIFIED TESTING AGENCY)
2. SAMPLES: FOR EACH BULK-SUPPLIED MATERIAL, SUBMIT 1 QUART VOLUME OF EACH IN SEALED CONTAINER LABELED WITH CONTENT, SOURCE, AND DATE OBTAINED. PROVIDE SAMPLES THAT ARE TYPICAL OF THE MATERIAL TO BE FURNISHED AND ACCURATE IN REPRESENTATION OF COMPOSITION, COLOR, AND TEXTURE.
3. SUBMIT PRE-CONSTRUCTION SOIL ANALYSIS AND TESTING AGENCY QUALIFICATIONS.
4. SOIL SAMPLING: NOTIFY LANDSCAPE ARCHITECT SEVEN (7) DAYS BEFORE SAMPLE COLLECTION. SAMPLES TO BE COLLECTED BY CONTRACTOR IN PRESENCE OF LANDSCAPE ARCHITECT OR BY QUALIFIED TESTING AGENCY PERSONNEL. COLLECT A MINIMUM OF THREE (3) SAMPLES FOR EACH SOIL TO BE USED. FOLLOW PROCEDURES IN USDA-NRCS FIELD BOOK FOR DESCRIBING AND SAMPLING SOILS.* LATEST EDITION. LABEL EACH SAMPLE WITH DATE, LOCATION (KEYED TO SITE PLAN), VISIBLE SOIL CONDITION, AND SAMPLING DEPTH.

5. SOIL TESTING: PER SSSA'S "METHODS OF SOIL ANALYSIS"

- PHYSICAL TESTING: SOIL TEXTURE, PARTICLE SIZE (SIEVE METHOD), TOTAL POROSITY (PARTICLE DENSITY AND BULK DENSITY), WATER RETENTION, SATURATED HYDRAULIC CONDUCTIVITY AT 85% STANDARD PROCTOR DENSITY, CHEMICAL TESTING: CEC, SODIUM SATURATION AT pH 7, ANALYSIS AND ESTIMATED PERCENTAGE OF EXPANDABLE CLAY MATERIALS, HAZARDOUS SOILS, PHYTOTOXIC TRACE MINERALS.
- FERTILITY TESTING: ACCORDING TO STANDARD PROTOCOL OF SSSA NAPT SERA-6, INCLUDING THE FOLLOWING:

- PERCENTAGE OF ORGANIC MATTER
- CEC, CALCIUM % OF CEC, MAGNESIUM % OF CEC
- SODIUM REACTION (pH VALUE)
- BUFFERED ACIDITY OR ALKALINITY
- NITROGEN PPM
- PHOSPHORUS PPM
- POTASSIUM PPM
- MANGANESE PPM
- MANGANESE-AVAILABILITY PPM
- ZINC PPM
- ZINC-AVAILABILITY PPM
- COPPER PPM
- SODIUM PPM AND SODIUM ABSORPTION RATIO
- SOLUBLE SALTS PPM

6. PRESENCE AND QUANTITIES OF PROBLEMATIC MATERIALS INCLUDING SALTS AND METALS CITED IN THE STANDARD PROTOCOL. IF PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
7. OTHER DELETERIOUS MATERIALS, INCLUDING CHARACTERISTICS AND CONTENT OF EACH.
8. RECOMMENDATIONS BASED ON TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE OPERATED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS INDICATED AT MINIMUM, INCLUDE N-P-K FERTILIZATION AND FOR MICROBIOLOGICALS.

9. PACKAGED MATERIAL DELIVERY AND STORAGE: DELIVER PACKAGED MATERIALS UNOPENED, UNDAMAGED CONTAINERS CLEARLY LABELED WITH WEIGHT, ANALYSIS, MANUFACTURER NAME, AND COMPLIANCE WITH APPLICABLE LAWS.
10. BULK MATERIAL DELIVERY AND STORAGE: DO NOT DUMP OR STORE NEAR STRUCTURES, WALKWAY/PAVEMENT, UTILITIES, OR ON EXISTING TURF OR PLANTED AREAS. PROVIDE EROSION CONTROL MEASURES TO PREVENT DISPLACEMENT (WATER- OR WIND-BORNE) OR DISCHARGE INTO WATERWAYS. DO NOT MOVE WHEN WET OR FROZEN. INCLUDE APPROPRIATE CERTIFICATES WITH DELIVERY.

11. PLANTING SOIL, EXISTING, ON-SITE SURFACE SOIL, WITH THE DUFF LAYER (IF ANY) RETAINED AND STOCKPILED ON-SITE, MODIFIED AS DIRECTED BY SOIL TEST RESULTS TO PRODUCE VIABLE PLANTING SOIL.
12. PLANTING SOIL, IMPORTED, NATURALLY FORMED SOIL FROM OFF-SITE SOURCES CONSISTING OF SANDY LOAM AND MODIFIED TO PRODUCE VIABLE PLANTING SOIL, TAKE UNAMENDED IMPORTED SOIL FROM SOURCES THAT ARE NATURALLY WELL-DRAINED AND WHERE TOPSOIL OCCURS AT LEAST 4 INCHES DEEP NOT FROM AGRICULTURAL LAND, BOGS, OR MARSHES; AND NOT CONTAINING UNDESIRABLE ORGANISMS, PLANT PHYTOGENS, NOXIOUS WEEDS OR INVASIVE PLANTS. BEFORE AMENDING IMPORTED SOIL, pH SHALL BE 5.5 - 7, WITH A MINIMUM OF 4% ORGANIC MATTER CONTENT, FRABLE, AND WITH SUFFICIENT STRUCTURE TO PROVIDE GOOD TILTH AND AERATION.

13. UNSUITABLE MATERIALS IN PLANTING SOIL: STONES, ROOTS; PLANTS; SOD, CLAY CLUMPS, CLODS, OR COARSE SAND POCKETS EXCEEDING 2 INCHES IN ANY DIMENSION.
14. INORGANIC SOIL AMENDMENTS:
- ASTM C602, AGRICULTURAL LINE CONTAINING A MINIMUM OF 80% CALCIUM CARBONATE. CLASS AND TYPE AS RECOMMENDED BY SOIL TEST RESULTS.
 - GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90% ELEMENTAL SULFUR, WITH A MINIMUM OF 90% PASSING A NO. 8 SIEVE AND MAXIMUM OF 10% PASSING A NO. 40 SIEVE.
 - IRON SULFATE: GRANULATED FERROUS SULFATE CONTAINING A MINIMUM OF 20% IRON AND 10% SULFUR.
 - PERLITE: HORTICULTURAL PERLITE, SOIL AMENDMENT GRADE.
 - AGRICULTURAL GYPSUM: MINIMUM 90% CALCIUM SULFATE, WITH 90% PASSING A NO. 50 SIEVE. CLEAN, WASHED, NATURAL, OR MANUFACTURED, FREE OF TOXIC MATERIALS, ASIN C33.

15. ORGANIC SOIL AMENDMENTS:
- COMPOST: WELL-COMPOSTED, STABLE, WEED-FREE ORGANIC MATERIAL PRODUCED BY COMPOSTING FEEDSTOCK, AND BEARING USCS' "SEAL OF TESTING ASSURANCE."
 - PARTIALLY DECOMPOSED PEAT MOSS, GRANULAR (100% PASSING 12 INCH SIEVE), CHEMICAL PROPERTIES AS REQUIRED BY SOIL TESTING REPORT. WOOD DERIVATIVES: SHREDED AND COMPOSTED, NITROGEN-TREATED SAWDUST, GROUND BARK, OR WOOD WASTE, OF UNIFORM TEXTURE, FREE OF CHIPS, STONES, STICKS, SOIL, OR TOXIC MATERIAL.
 - WELL-ROTTED, UNLEACHED, STABLE OR CATTLE MANURE CONTAINING NOT MORE THAN 25% BY VOLUME OF STRAW, SAWDUST, OR OTHER BEDDING MATERIALS, FREE OF TOXIC SUBSTANCES, STONES, STICKS, SOIL, WEED SEED, DEBRIS, AND MATERIAL HARMFUL TO PLANT GROWTH.
16. FERTILIZERS: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASE NITROGEN, 50% DERIVED FROM NATURAL ORGANIC SOURCES OF UREA FORMALDEHYDE, PHOSPHORUS, AND POTASSIUM IN AMOUNTS RECOMMENDED BY SOIL TESTING REPORTS.

17. EXCAVATION AND STOCKPIILING OF TOPSOIL BY SITE CONTRACTOR. TILL SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES, STICKS, RUBBISH, OR OTHER EXTRANEOUS MATTER LARGER THAN 2 INCHES IN ANY DIMENSION. APPLY, AND AMENDMENTS, AND MIX APPROXIMATELY HALF THE THICKNESS OF UNAMENDED SOIL OVER LOOSENED SUBGRADE. MIX THOROUGHLY INTO TOP 2 INCHES OF SUBGRADE. SPREAD REMANDER OF PLANTING SOIL TO TOTAL DEPTH INDICATED ON THE DRAWINGS, BUT NOT LESS THAN REQUIRED TO MEET FINISHED GRADES AFTER SETTLEMENT. DO NOT SPREAD IF SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
18. DO NOT PLACE TOPSOIL UNTIL SUBGRADE HAS BEEN APPROVED IN ACCORDANCE WITH NOTE #15. BEFORE PLACING TOPSOIL, RAKE SUBSOIL, SURFACE CLEAR OF STONES, DEBRIS, AND ROOTS. COMPACT TOPSOIL TO FORM LAYER WITH MINIMUM DEPTH OF 4 INCHES IN LAWN AREAS AND 13 INCHES IN SHRUB BEDS. PLACE TOPSOIL SO THAT AFTER FINAL SETTLEMENT THERE WILL BE POSITIVE DRAINAGE CONFORMING TO ELEVATIONS SHOWN ON CONSTRUCTION DRAWINGS.
19. COMPACT EACH BLENDED FILT OF PLANTING SOIL TO 82% OF MAXIMUM SPD (ASTM D698).
20. FINISH GRADING: GRADE PLANTING SOIL TO SMOOTH, UNIFORM SURFACE WITH LOOSE, UNIFORM, FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.

21. LAYERED SOIL ASSEMBLIES: SEE DETAILS IN DRAWINGS.
22. PROTECT AREAS OF IN-PLACE SOIL FROM ADDITIONAL COMPACTION, DISTURBANCE, AND CONTAMINATION. PROHIBIT THE FOLLOWING PRACTICES IN THESE AREAS (EXCEPT TO PERFORM PLANTING OPERATIONS):
- STORAGE OF CONSTRUCTION MATERIALS, DEBRIS, OR EXCAVATED MATERIAL
 - PARKING VEHICLES OR EQUIPMENT
 - VEHICLE OR FOOT TRAFFIC
 - ERECTION OF SHEDS OR STRUCTURES
 - IMPONDMENT OF WATER
 - EXCAVATION OR DIGGING, UNLESS OTHERWISE INDICATED

23. IF SUBGRADE OR PLANTING SOIL IS OVER COMPACTED, DISTURBED, OR CONTAMINATED, REMOVE PLANTING SOIL AND CONTAMINATION; RESTORE SUBGRADE AS DIRECTED BY LANDSCAPE ARCHITECT; REPLACE WITH NEW PLANTING SOIL.
24. PROTECT AREAS ADJACENT TO PLANTING SOIL PREPARATION AND PLACEMENT AREAS FROM CONTAMINATION. KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND IN ORDERLY CONDITION.
25. REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE MATERIALS, TRASH, AND DEBRIS, AND DISPOSE OF LEGALLY OFF-SITE.

PLANTS

1. COORDINATION: PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISHED GRADES ARE ESTABLISHED BUT BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED OR APPROVED BY LANDSCAPE ARCHITECT.
2. SUBMIT DIGITAL PHOTOGRAPHS (MIN. 10 MP OR 3648 x 2736 PIXELS, 4:3 2.2 MB HIGH-QUALITY JPG) OF EACH REQUIRED SPECIES AND SIZE OF PLANT MATERIAL AS IT WILL BE FURNISHED. PHOTOGRAPHS SHALL DEPICT TRUE SIZE AND CONDITION OF TYPICAL PLANTS, AND INCLUDE SCALE ROD, TAPE MEASURE, OR OTHER VISIBLY READABLE OBJECT TO INDICATE SIZE FOR SPECIES WHERE MORE THAN 20 INDIVIDUAL PLANTS ARE REQUIRED. SUBMIT A MINIMUM OF 3 PHOTOS SHOWING AN AVERAGE PLANT, THE BEST QUALITY PLANT, AND THE POOREST QUALITY PLANT TO BE FURNISHED. IDENTIFY PHOTOS WITH THE FULL SCIENTIFIC NAME OF THE PLANT, PLANT SIZE, AND NAME OF GROWING NURSERY.
3. SUBMIT SAMPLES OF THE FOLLOWING MATERIALS FOR VERIFICATION:

- ORGANIC MULCH: 1 QUART VOLUME OF EACH TYPE REQUIRED.
- ROOT BARRIER: WIDTH OF PANEL x 12 INCHES
- EDGING MATERIALS AND ACCESSORIES: ONE OF EACH IN MANUFACTURER'S STANDARD SIZES, TO VERIFY COLOR SELECTION
- SUBMIT RECOMMENDED PROCEDURES TO BE ESTABLISHED BY OWNER FOR MAINTENANCE OF PLANTS DURING A CALENDAR YEAR BEFORE EXPIRATION OF CONTRACT MAINTENANCE PERIOD ENDS.
- PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH THE APPLICABLE REQUIREMENTS OF ASTM Z601.1
- DELIVER PACKAGED MATERIALS TO SITE IN ORIGINAL, UNOPENED, UNDAMAGED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND LABELING INDICATING COMPLIANCE WITH FEDERAL LAWS IF APPLICABLE.
- DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, ON WALKWAYS OR PAVEMENTS, OR ON EXISTING TURF OR PLANTED AREAS. PROVIDE EROSION CONTROL MEASURES AS NECESSARY TO PREVENT DISPLACEMENT OF BULK MATERIALS OR DISCHARGE INTO WATER RUNOFF OR AIRBORNE DUST. ACCOMPANY BULK MATERIAL DELIVERY WITH APPROPRIATE CERTIFICATES.
- DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, WHIPPING, AND OTHER DAMAGE FROM HANDLING AND TYING. DO NOT BEND OR BIND TREES OR SHRUBS IN A MANNER THAT WILL DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF PLANTS DURING TRANSPORT. DO NOT DROP PLANTS DURING HANDLING OR DELIVERY. HANDLE PLANTING STOCK BY ROOT BALL.

9. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED, AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN 24 HOURS AFTER DELIVERY, SET PLANTS AND TREES IN APPROPRIATE LOCATION (FULL SUN, FILTERED SUN, OR SHADE), PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS COVERED WITH MULCH AND MOIST.
10. FIELD CONDITIONS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, DIMENSIONS OF PLANTING AREAS, AND ADJACENT CONSTRUCTION WITH FIELD MEASUREMENTS BEFORE PROCEEDING WITH WORK.

11. WEATHER: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED SO THAT BENEFICIAL AND OPTIMAL RESULT CAN BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
12. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIAL, WORKMANSHIP, OR GROWTH WITHIN A SPECIFIED WARRANTY PERIOD. FAILURES INCLUDE:
- DEATH OR UNSATISFACTORY GROWTH (EXCEPT AS RESULTING FROM ABUSE, LACK OF MAINTENANCE, OR NEGLIGENCE)
 - STRUCTURAL FAILURES, INCLUDING PLANTS FALLING OR BLOWING OVER
 - FAULTY PERFORMANCE OF TREE STABILIZATION, EDGINGS, TREE GRATES, ETC.
 - DETERIORATION OF METALS, FINISHES, ETC. BEYOND NORMAL WEATHERING.
13. WARRANTY PERIOD: FROM DATE OF SUBSTANTIAL COMPLETION.
- TREES, SHRUBS, ORNAMENTAL GRASSES, VINES: 12 MONTHS
 - GROUNDCOVERS, PERENNIALS, BIENNIALS, OTHER PLANTS: 12 MONTHS
 - ANNUALS: TWO (2) MONTHS

14. REMEDIES:
- REMOVE AND REPLACE DEAD PLANTS IMMEDIATELY, UNLESS IT IS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
 - REPLACE PLANTS THAT ARE MORE THAN 25% DEAD OR IN UNHEALTHY CONDITION AT THE END OF WARRANTY PERIOD.
 - A LIMIT OF ONE REPLACEMENT OF EACH PLANT SHALL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
 - PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD FOR REPLACED PLANT MATERIAL.
 - PLANT MATERIAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTURAL STEM FORM, AND OTHER FEATURES AS INDICATED ON THE PLANTING SCHEDULE, AND COMPLYING WITH ANSI Z66.1. PLANTS SHALL HAVE HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
 - UNACCEPTABLE MATERIAL: TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; INCLUDED BARK, CROSSING TRUNKS, CUT-OFF LIMBS MORE THAN 3/4" IN DIAMETER, OR WITH STEM GIRDLING ROOTS ARE UNACCEPTABLE.
 - DO NOT USE PLANTS HARVESTED FROM THE WILD, FROM NATIVE STANDS FROM AN ESTABLISHED LANDSCAPE PLANTING, OR NOT GROWN IN A NURSERY, UNLESS OTHERWISE SPECIFICALLY INDICATED.
 - PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z601.1 TREES AND SHRUBS SHALL BE MEASURED FROM TOP OF ROOT BALL, WHICH BEGINS AT ROOT FLARE. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.
 - LABEL AT LEAST ONE PLANT OF EACH VARIETY AND SIZE WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF COMMON AND BOTANICAL NAMES, INCLUDING VARIETY, CULTIVAR, ETC. AS APPLICABLE.
 - ANNUALS AND BIENNIALS: PROVIDE HEALTHY, DISEASE-FREE PLANTS OF SPECIES AND VARIETY SHOWN OR LISTED, WITH WELL-ESTABLISHED ROOT SYSTEMS. CHOOSE TREES TO THE SIDES OF THE CONTAINER TO MAINTAIN A FIRM ROOT BALL, BUT NOT WITH EXCESSIVE GROWTH CIRCLING THE CONTAINER. PROVIDE ONLY PLANTS ACCLIMATED TO OUTDOOR CONDITIONS BEFORE DELIVERY.
 - FERTILIZERS: TIGHTLY COMPRESSED, CHIP-TYPE, LONG-LASTING, SLOW-RELEASE, COMMERCIAL-GRADE PLANTING FERTILIZER IN TABLET NPK 20-10-5 BY WEIGHT, PLUS MICROINERTS, OR AS RECOMMENDED BY SOIL TEST REPORT.
 - ORGANIC MULCH: FREE OF DELETERIOUS MATERIALS, TYPE, COLOR, AND SIZE RANGE (IF APPLICABLE) AS DESCRIBED IN THE PLANTING NOTES.
 - PESTICIDES: REGISTERED AND APPROVED BY EPA, ACCEPTABLE TO AHL, AND OF TYPE RECOMMENDED BY MANUFACTURER FOR EACH SPECIFIC PROBLEM AS REQUIRED BY PROJECT CONDITIONS. DO NOT USE RESTRICTED PESTICIDES. APPLY ACCORDING TO MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY PEST-EMERGENT HERBICIDES TO SEEDBED AREAS.
 - TREE-STABILIZATION MATERIALS: SEE PLANTING DETAILS. WOOD STAKES/TRUSTS TO BE ROUGH-SAWN, SOUND, NEW HARDWOOD OR SOUTHWOOD, FREE OF KNOTS, HOLES, OR OTHER DEFECTS; SIZE AS INDICATED.
 - METAL EDGING: STANDARD PROFILE COMMERCIAL EDGING (STEEL OR ALUMINUM EXTRUDED) WITH LOOPS STAMPED FROM FACE TO RECEIVE SIZE AND FINISH AS INDICATED IN DRAWINGS. STAKES, TAPERED STEEL, A MINIMUM OF 15 INCHES LONG ACCESSORIES: PROVIDE STANDARD TAPERED ENDS, CORNERS, AND END SPLICES INSTALLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. DRIVE STAKES BELOW TOP ELEVATION OF EDGING.

2. TREE GRATES: ASTM 448, CLASS 35 OR BETTER, GRAY-IRON CASTINGS, SIZE AND SHAPE AS INDICATED ON DRAWINGS. FRAMES ASTM A36 STEEL ANGLE, HOT-DIP GALVANIZED, OF SHAPE, PATTERN, AND SIZE INDICATED. FINISH AS NOTED ON DRAWINGS. INSTALL ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. SET FLUSH WITH ADJOINING SURFACES. LEVEL, WITH SOIL RESISTANT PLASTIC SHIMS. REMOVE PORTIONS OF GRATE CASTING ACCORDING TO MANUFACTURER'S INSTRUCTIONS TO MAINTAIN A MINIMUM 3 INCH GROWTH RADIIUS AROUND BASE OF TREE.
3. SLOW-RELEASE WATERING DEVICE: STANDARD PRODUCT MANUFACTURED FOR DRIP IRRIGATION OF PLANTS AND EMPTIFY ITS WATER CONTENTS OVER TWO TO NINE HOURS, MANUFACTURED FROM UV-STABILIZED W/UV-REINFORCED POLYETHYLENE SHEET, PVC, OR HDPE PLASTIC. BASIS OF DESIGN: TREGATOR ORIGINAL. COLOR: MANUFACTURER'S STANDARD GRASS. PROVIDE ONE DEVICE PER TOP OF ROOT BALL AND FILL WITH WATER ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
4. ROOT BARRIER: BARK, MOLDED, MODULAR PANELS. DEPTH AS INDICATED ON DRAWINGS 85 MILS THICK WITH VERTICAL ROOT DEFLECTING RIBS PROTRUDING 3/4 INCH OUT FROM PANEL. SURFACE MANUFACTURED WITH A MINIMUM 50% RECYCLED POLYETHYLENE PLASTIC WITH UV INHIBITORS. INSTALL ROOT BARRIER WHERE TREES ARE PLANTED WITHIN 60 INCHES OF PAVING OR HARDCAPE OVER WATER LINES, OR AS INDICATED ON DRAWINGS. TOP OF ROOT BARRIER ACCORDING TO MANUFACTURER'S INSTRUCTIONS. OVERLAP A MINIMUM OF 12 INCHES AT JOINTS. DO NOT INSTALL ROOT BARRIER AROUND: ROOT BALL OF TREE.
5. ANTIDRESSING: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RESISTER, FILM FORMING, FOR TREES AND SHRUBS DELIVER IN ORIGINAL, SEALED, AND FULLY LABELED CONTAINERS. MIX ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
6. BURLAP: NON-SYNTHETIC, BIODEGRADABLE.

7. PLANTER DRAINAGE GRAVEL: WASHED, SOUND CRUSHED STONE COMPLYING WITH ASTM D448 FOR SIZE NO. 57.
8. PLANTER FILTER FABRIC: NONWOVEN GEOTEXTILE MANUFACTURED FOR SEPARATION APPLICATIONS MADE OF POLYPROPYLENE, POLYESTER, OR POLYESTER FIBERS, OR A COMBINATION OF THEM.
9. EXAMINE AREAS TO RECEIVE PLANTS, WITH INSTALLER PRESENT, FOR COMPLIANCE WITH THE REQUIREMENTS OF THE WORK. VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL, SUCH AS PLANT, PAINT, WASHOUT, CONCRETE SLURRY, CONCRETE CHUNKS OR LAYERS CEMENT, PLASTER, OIL, FUEL, PLANT THINNER, TAR, ROOFING COMPOUND, OR CLOTH HAS BEEN DEPOSITED IN SOIL WITH PLANTING AREA. REMOVE CONTAMINATION OR DELETERIOUS MATERIAL, AND REPLACE WITH NEW PLANTING SOIL.
10. VERIFY ADEQUATE OVERHEAD CLEARANCE FOR PLANT DELIVERY VEHICLES.
11. SUSPEND PLANTING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL RETURNED TO ACCEPTABLE LEVELS. UNIFORMLY MOISTEN DRY SOIL WHICH IS UNWORKABLE OR DUSTY.
12. PROTECT STRUCTURES, UTILITIES, PAVING, AND OTHER FACILITIES, TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
13. LAYOUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MASS PLANTINGS. STATE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE EXCAVATING OR PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.

14. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
15. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
16. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
17. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
18. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
19. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
20. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
21. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
22. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
23. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
24. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
25. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
26. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
27. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
28. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
29. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
30. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE PLANTING SOIL ACCORDING TO SOIL PREPARATION. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISHED GRADING; RESTORE ANY AREA THAT IS ERODED, SUBSIDED, OR OTHERWISE DISTURBED AFTER FINISH GRADING.
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79. PREPARE PLANTING AREA FOR SOIL PLACEMENT; MIX AND PLACE



Renta
URBAN • LAND • DESIGN
205.545.7639
55236 Caldwell Mill Rd / Birmingham, AL 35242
renta-uid.com

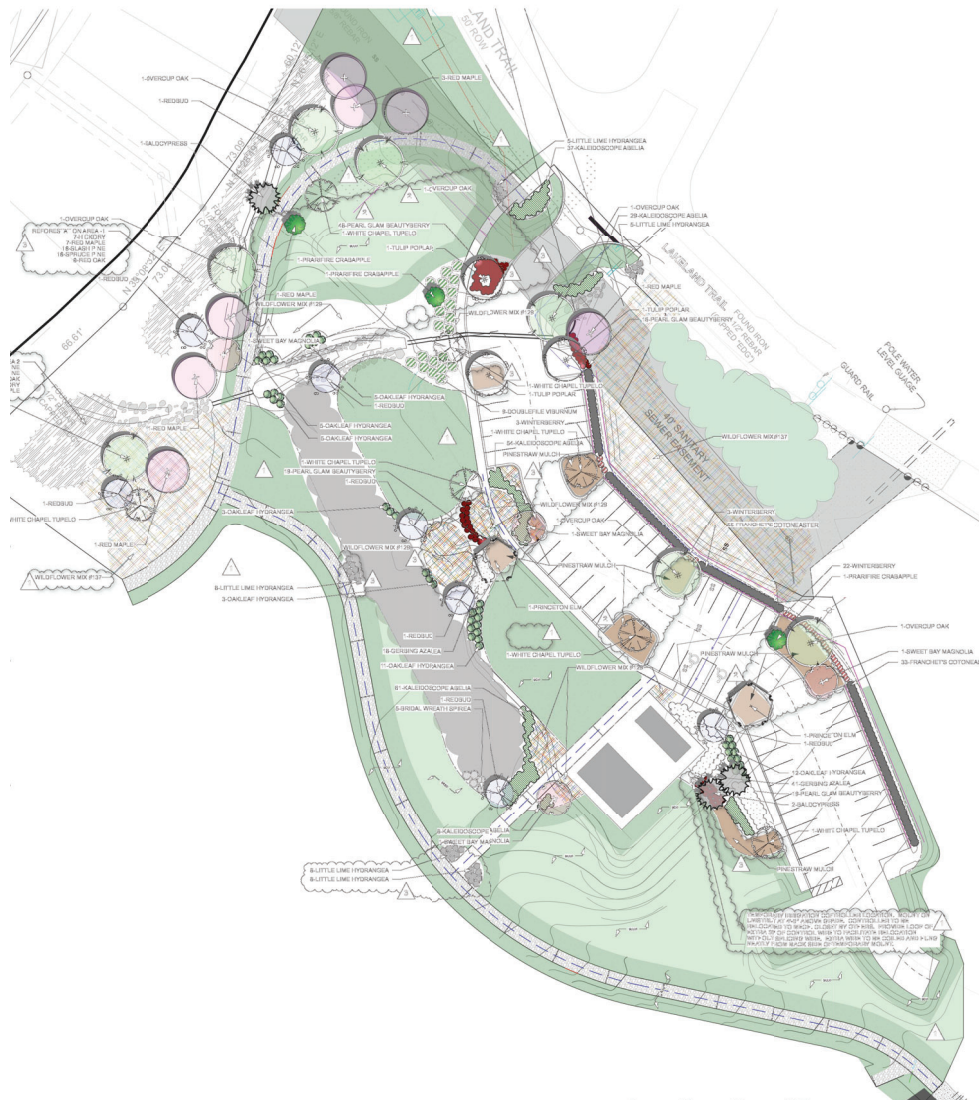
FOR
BID

ALTADENA VALLEY PARK VA PLAZA
2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

[illegible]LANDSCAPE
PLANTING PLAN

JOB NO:	VEST-2401
DATE:	10/17/2025
DRAWN BY:	ARF
CHECKED BY:	ALF
SHEET NUMBER:	

L3.1



1 ALTERNATE 2
NTS



FOR
BID

ALTADENA VALLEY PARK VA PLAZA
2495 LAKE LAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

[illegible]

ALTERNATE 2 -
LANDSCAPE

JOB NO:	VEST-2401
DATE:	10/17/2025
DRAWN BY:	ARR
CHECKED BY:	ALR
SHEET NUMBER:	

L3.2



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD 1804 ADJ TURF SPRAY 4.0IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. 1/2IN. NPT FEMALE THREADED INLET.	18
	RAIN BIRD 1812 8 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET.	1
	RAIN BIRD 1812 10 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET.	2
	RAIN BIRD 1812 12 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET.	9
	RAIN BIRD 1812 15 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET.	4
	RAIN BIRD 1812 ADJ SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET.	58
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD 5006-PL-PC-R-LA 1.0 TURF ROTOR. 6IN. POP-UP PLASTIC RISER, ADJUSTABLE TO FULL CIRCLE. WITH LOW ANGLE NOZZLE, IN-STEM PRESSURE REGULATOR, AND FLOW SHUT-OFF DEVICE.	14
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PGA GLOBE 1IN., 1-1/2IN., 2IN. ELECTRIC REMOTE CONTROL VALVE, GLOBE.	22
	ZURN 975XL2 1" DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY 3/4IN. -2IN.	1
	RAIN BIRD ESP-2WIRE (120VAC) 50 STATION 2-WIRE, INDOOR/ OUTDOOR CONTROLLER W/ DECODER AUTO-ADDRESS. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE. LINK W/RT MODULE AND FLOW SENSOR READY. USE WITH 2W-1 SINGLE STATION DECODERS AND STANDARD DIRECT BURIAL WIRE.	1
	WATER METER 1"	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	3,614 LF
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	1,514 LF
	PIPE SLEEVE: PVC SCHEDULE 40	98.6 LF
Value Callout		
	Value Number	
	Value Flow	
	Value Size	



FOR
BID

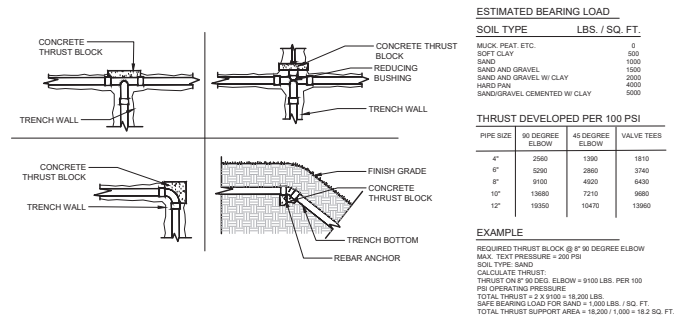
ALTADENA VALLEY PARK VA PLAZA
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NO.	DATE	REVISIONS	DESCRIPTION

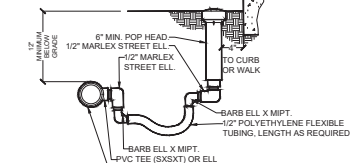
IRRIGATION
PLAN

JOB NO:	VEST-2401
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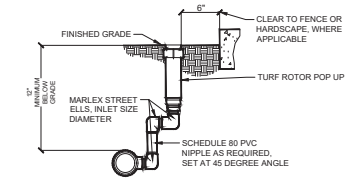
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1 IRRIGATION THRUST BLOCK
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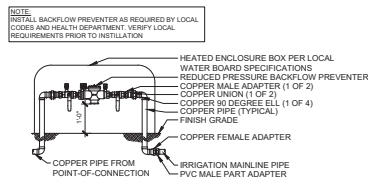
2 LAWN SPRAYER
NTS



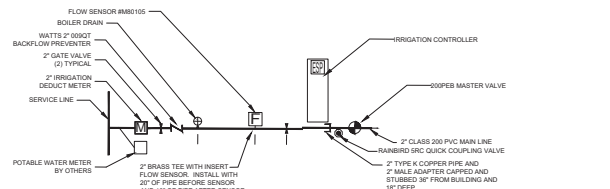
3 ROTOR
NTS

IRRIGATION NOTES (DESIGN-BUILD)

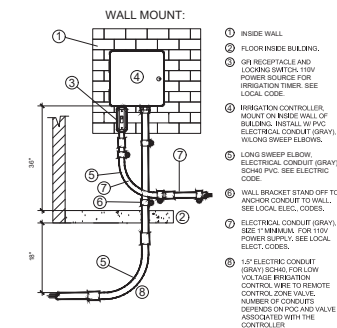
- THE IRRIGATION CONTRACTOR SHALL VERIFY THE PRESSURE AND FLOW PRIOR TO COMMENCEMENT OF CONSTRUCTION. REPORT TO THE OWNER OR OWNERS REPRESENTATIVE ANY DIFFERENCES BETWEEN THE PRESSURE INDICATED AND THE ACTUAL PRESSURE READING AT THE POINT OF CONNECTION. ACTUAL LAYOUT OF PIPING, SPRINKLER HEADS, VALVES, CONTROLLERS, AND OTHER RELATED EQUIPMENT SHALL BE DETERMINED ON SITE. MINOR FIELD CHANGES SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.
- ALL PIPING, VALVES, HEADS, ETC., SHALL BE LOCATED INSIDE OF THE PLANTED AREA, APPROXIMATELY 1' FROM ANY HARDSCAPE.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE SITE, ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, AND INSTALLED UTILITIES. COORDINATE WORK WITH THE OWNER OR GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES UNDERNEATH PAVEMENT AND THROUGH WALLS.
- THE IRRIGATION CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING HISHER WORK AND PLAN HISHER WORK ACCORDINGLY, FURNISHING SUCH FITTINGS, ETC. AS MAY BE REQUIRED TO MEET SUCH CONDITIONS. ALL WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEM COMPONENTS, LANDSCAPE PLANTING, AND ARCHITECTURAL FEATURES.
- THIS SYSTEM SHALL BE INSTALLED USING ACCEPTED AND QUALITY INSTALLATION STANDARDS AS USE IN THE INDUSTRY. ALL MANUFACTURER'S SPECIFICATIONS WILL BE FOLLOWED.
- MAINLINE SHALL BE BURIED A MINIMUM OF 18" UNDER COVER. LATERAL PIPING A MINIMUM OF 12" UNDER COVER. ALL BACKFILL SURROUNDING THE PIPE SHALL BE CLEANED OF ALL MATERIALS LARGER THAN 1" IN SIZE. BACKFILL SHALL BE ADDED IN 6" INCREMENTS AND MECHANICALLY TAMPED TO ELIMINATE SETTLEMENT.
- FLUSH ALL LINES AND HEADS PRIOR TO INSTALLING NOZZLES. ADJUST NOZZLE SPRAY ARC AND RADIUS FOR OPTIMUM PERFORMANCE TO PREVENT OVERSPRAY ONTO PAVED SURFACES OR FACE OF BUILDINGS AS MUCH AS POSSIBLE TO FIT THE SITE CONDITIONS. THROTTLE FLOW CONTROL AT EACH VALVE FOR OPTIMUM OPERATING PRESSURE FOR EACH ZONE.
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISHED GRADE OF THE AREA TO BE IRRIGATED, UNLESS NOTED OTHERWISE.
- WHEN VERTICAL OBSTRUCTIONS (POLES, SIGNS, TREES, HYDRANTS, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE HEADS SO AS TO PREVENT PROPER COVERAGE, THE CONTRACTOR SHALL FIELD-ADJUST THE SPRINKLER SYSTEM BY INSTALLING A QUARTER, THIRD, OR HALF-CIRCLE HEAD AT THE SIDES OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST.
- USE TEFLON TAPE ON ALL MALE PIPE THREADS ON PVC PIPE, SWING JOINTS, AND VALVE ASSEMBLIES.
- INSTALL VALVE BOXES 18 INCHES FROM AND PERPENDICULAR TO WALKS, CURBS, BUILDING, OR LANDSCAPE FEATURES. AT MULTIPLE VALVE BOX GROUPS EACH BOX SHALL BE INSTALLED A MINIMUM OF 12 INCHES APART. IRRIGATION CONTRACTOR SHALL UTILIZE VALVE ID TAGS ON ALL REMOTE CONTROL VALVES.
- ALL VALVES SHALL BE PLACED IN VALVE BOXES AS SHOWN IN THE APPROVED DETAILS, AND ALL ELECTRICAL CONNECTIONS SHALL BE SEALED WITH WATERPROOF CONNECTORS. ALL CONTROL WIRE SHALL BE BURIED AT A MINIMUM 6" AND A 12" LOOP IS TO BE PROVIDED AT EACH VALVE FOR SERVICING.
- QUICK COUPLERS: INSTALL AT LEAST ONE QUICK COUPLER PER QUARTER BLOCK. PLUS AT LEAST ONE IN EACH MEDIAN.
- 120-VOLT ELECTRICAL POWER AT THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE POWER PROVIDED TO THE CONTROLLER. CONTROLLER, RAIN SENSOR, METER, TAP, AND BACKFLOW LOCATIONS ARE AS SHOWN ON THE PLANS OR AS STATED IN THE DETAILS AND LEGEND. EXACT LOCATION OF CONTROLLER IS TO BE VERIFIED PRIOR TO ANY INSTALLATION OF THE PROJECT.
- THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL CLEAN-UP ASSOCIATED WITH HIS WORK.
- IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE AS-BUILT DRAWING WITHIN 21 DAYS UPON COMPLETION OF THE IRRIGATION INSTALLATION. CONTRACTOR SHALL ALSO PROVIDE THE OWNER: a) 2 WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE AND b) 2 KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
- THERE SHALL BE NO SUBSTITUTIONS OR CHANGES TO THE APPROVED IRRIGATION DESIGN ALLOWED WITHOUT DIRECT, WRITTEN APPROVAL FROM THE IRRIGATION CONSULTANT OR THE LANDSCAPE ARCHITECT.
- ALL SPRINKLERS, VALVES AND VALVE BOXES SHALL BE PLACED 5' AWAY FROM ANY RADIUS OF CURB AS SHOWN IN DETAILS.
- IRRIGATION CONTRACTOR SHALL PROVIDE THE FIRST WINTERIZATION BLOW OUT. IN ADDITION, HE SHALL PROVIDE THE SPRING TURN-ON. ALL NECESSARY HEAD ADJUSTMENTS SHALL BE MADE AT THAT TIME, ALONG WITH REPLACEMENT OR REPAIR OF ANY WARRANTY ITEMS. THESE ITEMS SHALL BE INCLUDED IN THE IRRIGATION ALLOWANCE.
- SLEEVING BY GENERAL CONTRACTOR.
- ALL AREAS OUTSIDE OWNER PROPERTY WITH NEW PLANT MATERIAL BUT NO PROPOSED IRRIGATION SHALL BE HAND WATERED BY CONTRACTOR UNTIL ESTABLISHED.
- INITIAL WATERING NOTES: ALL IRRIGATION ZONES ARE TO RUN DAILY SUPPLYING 1" OF WATER PER WEEK FOR 3-4 WEEKS. FOR GREATER EFFICIENCY, ALL SYSTEMS SHOULD BE OPERATED AT NIGHT OR DURING EARLY MORNING HOURS. DO NOT SET TIMERS TO WATER JUST PRIOR TO SUNDOWN. ONCE PLANTS ARE ESTABLISHED, WATERING CAN BE DECREASED TO 0.4 DAYS PER WEEK. IN WINTER MONTHS, WATERING CAN BE SPREAD OUT TO EVERY 10-14 DAYS.
- PROVIDE RAIN SENSOR IN LOCATION(S) APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
- TWO-WIRE SYSTEMS: PROVIDE SURGE PROTECTORS EVERY 500 FT. OF CONTROL WIRE AND AT WIRE ENDS.
- DRIP ZONES: PROVIDE DRIP SYSTEM OPERATION INDICATOR, STEM RISING 8" FOR VISIBILITY WHEN SYSTEM IS CHARGED TO 20 PSI MIN.



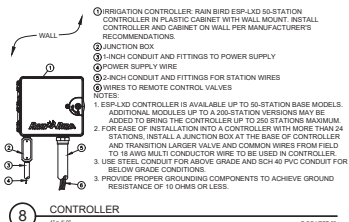
5 2" BACKFLOW
NTS



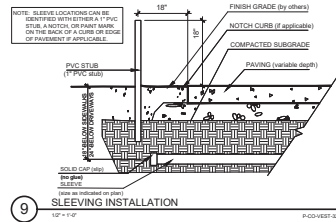
6 IRRIGATION POINT OF CONNECTION
1/2\"/>



7 CONTROLLER INSTALLATION
NTS



8 CONTROLLER
1\"/>



9 SLEEVING INSTALLATION
1/2\"/>

FOR
BID

ALTADENA VALLEY PARK VA PLAZA
2495 LAKELAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

NO.	DATE	REVISIONS	DESCRIPTION

IRRIGATION
DETAILS

JOB NO: VEST-2401
DATE: 10/17/2025
DRAWN BY: ARR
CHECKED BY: ALR
SHEET NUMBER:

L4.1

[illegible]

Renta
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5236 Caldwell Mill Rd / Birmingham, AL 35242
renta-uid.com

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2495 LAKELAND TRAIL
VESTAVIA HILLS, ALABAMA 35243

[illegible]

OB NO:	VEST-2401
DATE:	10/17/2025
DRAWN BY:	ARR
CHECKED BY:	ALR
SHEET NUMBER:	

5.0



VESTAVIA HILLS
A LIFE ABOVE

ASHLEY C. CURRY
Mayor

LORI BETH KEARLEY, PE
Public Services Director

November 14, 2025

All Bidders,

The following attachments clarify information on the current drawings. There are not updated drawing sheets to accompany this addendum. This is Addendum 1 for the Altadena Valley Park Veterans Memorial Plaza project for the City of Vestavia Hills, Vestavia Hills, Alabama.

CLARIFICATIONS:

**See attached document provided by Renta Urban Land Design.

All Bidders shall acknowledge receipt and acceptance of the Addendum with the Bid Package. Proposals submitted without acknowledgment or without this Addendum will be considered informal.

Receipt acknowledged and conditions agreed to this _____ day of _____, 2025.

_____ Bidder

_____ By

Sincerely,

A handwritten signature in blue ink, appearing to read "Ethan Fisher".

Ethan Fisher, PE
City Engineer

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0128 | VHAL.ORG

DATE: November 14, 2025

PROJECT No.: VEST-2401

TO: City of Vestavia Hills
City Hall
1032 Montgomery Hwy
Vestavia Hills, AL 35216

RE: Altadena Valley Park VA Plaza

VIA: Email
19 page(s) including this sheet

REMARKS:

1. It appears the building is being fed electrically from another structure 300lf +/- away, that will require some very large wire to fight the voltage drop, is the intent to have a sub panel on the new structure? Please advise.

Response: No, but if we need to have a transformer between the existing structure and the pavilion we can do so.

2. Can you please provide some information/specs for the RIO Floodlight, the lighting vendors are having a difficult time locating these. Also is the transformer mentioned on L5.0 for the lighting? Please advise.

Response: See Attachment 'A'

3. Sheet L5 shows some GFCI receptacles at the columns, are they to be fed underground to inside the columns, or are they mounted to the face of the column with the conduit surface mounted to them? Please advise.

Response: GFCI receptacles are to be fed to Inside the columns, recessed in stone veneer if possible.

4. How will the pavilion lighting be controlled, and where will the controls be located. Please advise.

Response: The pavilion lighting is to be on timers in the closet located at the existing building.

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5. Is there any manufactures literature that can be provided for the specified shade structure. This structure is not shown on their website, and we are getting a lot of assembly questions. Please advise.

Response: Yes. See Attachment 'B'

6. Are we correct to assume the plans govern over the rendering? The rendering shows a lot more stone veneer, steps in different locations, and some wood incorporated into the shade structure that the plans do not. Please advise

Response: Yes. Follow the plans.

7. Alternate monument "B"

Response: If alternate monument "B" is selected dimensions are to be plus or minus 8'-0" tall by 6'-6" wide by 1'-0" deep for the wall and a 6'-0" tall by 18"-22" wide cutout.

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Attachments

Attachment 'A'

RIO - Floodlight - Line Voltage Driver - LED High-Power - Round

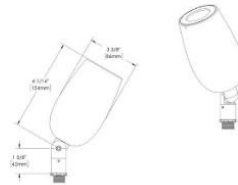
RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date _____ Project _____ Type _____ Page: 1 of 8

NEW



IP66



Technical

CCT (K): 2700, 3000, 3500, 4000

CRI: Ra > 80, R9 > 15, Ra > 90, R9 > 50

Input Power (W): 14

Beam Angle (°): 6, 13, 23, 34, 56

Delivered Lumens (lm): 577 - 851

Lens: Clear (Standard), Rectilinear

Shielding: Not included (Standard), Honeycomb Baffle

Wiring Length: 1 Ft Standard, 5 Ft Leads, 25 Ft Leads

Finish: Standard Finishes, Premium Finishes, Other

Option: Tamper Resistant

EPA (ft2): 0.13

Source to Lens Distance (in): 0.95

IP Rating: IP66 rated

Control: 0-10V (120V or 277V), ELV Dimming (For use with Electronic Low Voltage Dimmer. 120V only.), INC Dimming (For use with Incandescent Dimmer. 120V only.), Non-dimming

Body: Unibody design with enclosed, water-proof wireway, integral heat sink, fully machined from solid billet, anti-condensation and corrosion vent equalizes fixture pressure and eliminates potential for damage to internal components.

Material Detail: Furnished in copper-free aluminum (6061-T6).

Aiming: Knuckle enables 180° vertical adjustment. 'O' Ring helps maintain fixture position. Design withstands 73 lbs. static load prior to movement for optical alignment. Mounts with a ½" pipe thread.

Light Source Detail: High power LEDs modular design with electrical disconnects.

Optics: Interchangeable optics permit changes in the field.

Hardware: Tamper-resistant, stainless steel hardware. Hardware is black oxide treated for additional corrosion resistance.

Sealing: 'O' Ring provides water-tight seal., Anti-condensation and corrosion vent equalizes fixture pressure and eliminates potential for damage to internal components.

Note: Tamper Resistant required for Very Narrow Spot (VNSP) optic.

Finish Detail: StarGuard, our 15-stage chromate-free process, cleans and conversion coats aluminum components prior to application of Class 'A' TGIC polyester powder coating. It is RoHS compliant.

Warranty: 5-year limited warranty.

Certification: UL tested to IESNA LM-79. UL Listed. Certified to CAN/CSA/ANSI Standards.

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RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date Project Type Page: 2 of 8

Configure

Catalog Number Logic

RI-FL-LID-LHP-AL-RO-TKM-CC- - - - - -TE

Light Source	Optic	Control	Lens
[e130] 2700K CRI80 - 14W - LED High-Power 698 - 811 lumens	[VNSP] Very Narrow Spot (0 - 9°)	[NON] Non-dimming	[09] Clear (Standard)
[e131] 3000K CRI80 - 14W - LED High-Power 692 - 803 lumens	[NSP] Narrow Spot (10 - 14°)	[010] 0-10V (120V or 277V)	[13] Rectilinear
[e132] 3500K CRI80 - 14W - LED High-Power 733 - 851 lumens	[SP] Spot (15 - 24°)	[ELV] ELV Dimming (For use with Electronic Low Voltage Dimmer. 120V only.)	
[e134] 2700K CRI90 - 14W - LED High-Power 577 - 670 lumens	[MFL] Medium Flood (30 - 39°)	[INC] INC Dimming (For use with Incandescent Dimmer. 120V only.)	
[e135] 3000K CRI90 - 14W - LED High-Power 634 - 736 lumens	[WFL] Wide Flood (50 - 60°)		
[e136] 3500K CRI90 - 14W - LED High-Power 668 - 775 lumens			
[e137] 4000K CRI90 - 14W - LED High-Power 662 - 768 lumens			
[e133] 4000K CRI80 - 14W - LED High-Power 722 - 839 lumens			

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RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date Project Type Page: 3 of 8

Shielding	Wiring Length	Finishes			Option
[00] Not included (Standard)	[WL00] 1 Ft 25 Ft Leads	STANDARD FINISHES			[TE] Tamper Resistant
[11] Honeycomb Baffle	[WL05] 25 Ft Leads	[BLP] Satin Black	[SAP] Satin Aluminum	[WHW] White Wrinkle	
	[WL25] 25 Ft Leads	[BZP] Satin Bronze	[BLW] Black Wrinkle	[VER] Verde	
		[WHP] Satin White	[BZW] Bronze Wrinkle		
		PREMIUM FINISHES			
		[CMG] Cascade Mountain Granite	[BGE] Beige	[SDS] Sonoran Desert Sandstone	
		[SMG] Sierra Mountain Granite	[WCP] Weathered Copper	[WIR] Weathered Iron	
		[RMG] Rocky Mountain Granite	[OCP] Old Copper	[CAP] Clear Anodized Powder	
		[AMG] Aleutian Mountain Granite	[HUG] Hunter Green	[CRM] Cream	
		[TXF] Textured Forest	[ABP] Antique Brass Powder	[AQW] Antique White	
		[BCM] Black Chrome	[BPP] Brown Patina Powder	[NBP] Natural Brass Powder	
		OTHER			
		[RAL] RAL Color	[CUS] Custom Color		

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RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date Project Type

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Light Source

Light Source	Optic	CCT (K)	CRI	Input Power (W)	Delivered Lumens (Lm)	CBCP	MacAdam Ellipses (SDCM)	Operating Current (mA)	L70 (Hours)	L90B10 (Hours)	IES File	IES Pdf	Diagram CONE
e130	Medium Flood (34°)	2700	Ra > 80, R9 > 15	14	704	1631		440	50000				
e130	Narrow Spot (13°)	2700	Ra > 80, R9 > 15	14	811	11467		440	50000				
e130	Spot (23°)	2700	Ra > 80, R9 > 15	14	698	2874		440	50000				
e130	Very Narrow Spot (6°)	2700	Ra > 80, R9 > 15	14	781	37868		440	50000				
e130	Wide Flood (56°)	2700	Ra > 80, R9 > 15	14	752	822		440	50000				
e131	Medium Flood (34°)	3000	Ra > 80, R9 > 15	14	697	1615		440	50000				
e131	Narrow Spot (13°)	3000	Ra > 80, R9 > 15	14	803	11355		440	50000				
e131	Spot (23°)	3000	Ra > 80, R9 > 15	14	692	2846		440	50000				
e131	Very Narrow Spot (6°)	3000	Ra > 80, R9 > 15	14	774	37498		440	50000				
e131	Wide Flood (56°)	3000	Ra > 80, R9 > 15	14	745	814		440	50000				
e132	Medium Flood (34°)	3500	Ra > 80, R9 > 15	14	739	1710		440	50000				
e132	Narrow Spot (13°)	3500	Ra > 80, R9 > 15	14	851	12027		440	50000				
e132	Spot (23°)	3500	Ra > 80, R9 > 15	14	733	3015		440	50000				
e132	Very Narrow Spot (6°)	3500	Ra > 80, R9 > 15	14	819	39718		440	50000				
e132	Wide Flood (56°)	3500	Ra > 80, R9 > 15	14	789	862		440	50000				
e134	Medium Flood (34°)	2700	Ra > 90, R9 > 50	14	582	1348		440	50000				
e134	Narrow Spot (13°)	2700	Ra > 90, R9 > 50	14	670	9479		440	50000				
e134	Spot (23°)	2700	Ra > 90, R9 > 50	14	577	2376		440	50000				
e134	Very Narrow	2700	Ra > 90, R9	14	646	31302		440	50000				

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RIO - Floodlight - Line Voltage Driver - LED High-Power - Round
RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date	Project	Type	
			Page: 6 of 8
e133	Wide Flood (56°)	4000	Ra > 80, R9 > 15
		14	778
			850
			440
			50000

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Date Project Type

Page: 7 of 8

Finishes

STANDARD FINISHES



PREMIUM FINISHES



OTHER



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RIO - Floodlight - Line Voltage Driver - LED High-Power - Aluminum - Round - Threaded Knuckle Mount - Cap C

Date	Project	Type

Page: 8 of 8

Options



Tamper Resistant
Added Allen head screw to secure
fixture cap

TE

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**Standard Installation**

Flammable



Warning



High Voltage



Hot Surface

**TOOLS
NEEDED:**

3/32", 5/32", and 5/64" Allen Wrench



Waterproof Wire Connectors

**RIO
LED****INSTRUCTIONS PERTAINING TO
A RISK OF FIRE, OR INJURY
TO PERSONS IMPORTANT SAFETY
INSTRUCTIONS****Lighted fixture is HOT!****WARNING - To reduce the risk of
FIRE OR INJURY TO PERSONS:**

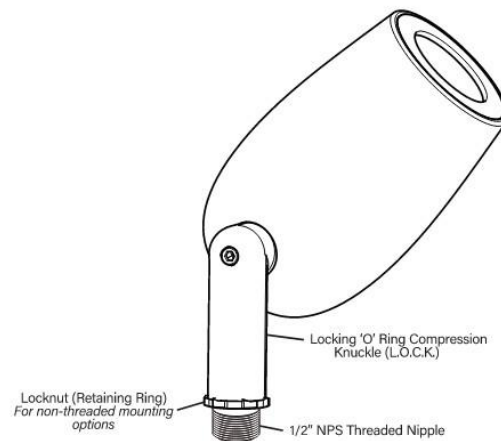
Turn off/unplug and allow to cool before replacing lamp/LED. Fixture gets HOT quickly! Contact only switch/plug when turning on. Do not touch hot lens, guard, or enclosure. Keep fixture away from materials that may burn. Do not operate the luminaire fitting with a missing or damaged shield. Do not touch the source at any time. Use a soft cloth or gloves. Oil from skin may cause damage.

SAVE THESE INSTRUCTIONS**IMPORTANT SAFETY INFORMATION - READ, FOLLOW, AND SAVE ALL
SAFETY AND INSTALLATION INSTRUCTIONS**

- Product must be installed by a qualified person in a manner consistent with its intended use and in compliance with the National Electrical Code, Canadian Electrical Code, and all Local and Provincial Codes.
- Follow product label information and instructions.
- Qualified Personnel with appropriate personal protective equipment must perform all servicing of this product.
- Before wiring to power supply and during servicing, turn off and lock out power at fuse or circuit breaker before service.
- The use of accessory equipment not recommended by the manufacturer or installed contrary to instructions may cause an unsafe condition. The use of damaged components may cause an unsafe condition and void product warranty.
- Do not block light emanating from product in whole or part, as this may cause an unsafe condition.
- Never operate the fixture with missing or damaged lens. Lens must be cleaned on regular basis.
- Entire fixture may become extremely hot. Do not touch hot lens or fixture body.
- Replace LED assembly only with correct wattage and type of power supply appropriate for LED assembly.
- All gaskets, o-rings and sealing surfaces must be kept clean during installation and service; failure to do this may cause an unsafe condition and void product warranty.

IMPORTANT LISTINGS AND CERTIFICATIONS

- Suitable for wet locations • Additionally suitable for mounting within 4 ft. of the ground

RO - Rio**IMPORTANT SAFETY INFORMATION - READ, FOLLOW, AND SAVE THESE INSTALLATION
INSTRUCTIONS****B-K LIGHTING**

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559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASE DATE
02/05/2024

REFERENCE NUMBER
INS-2841-00

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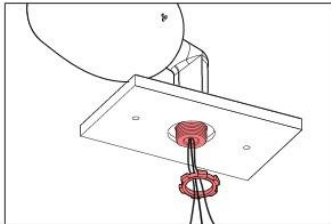
5236 CALDWELL MILL RD/ BIRMINGHAM, ALABAMA 35242 / PH 205.545.7639



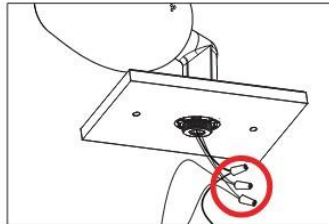
Standard Installation

RIO
LED

Fixture Installation with Standard Knuckle

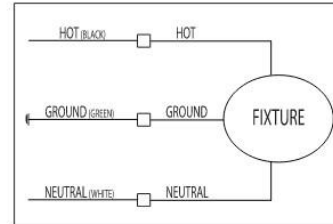


1. Mount knuckle onto suitable enclosure according to designed lighting plan.
2. Secure 1/2" NPS stem to mounting option. Secure with provided locknut if applicable.



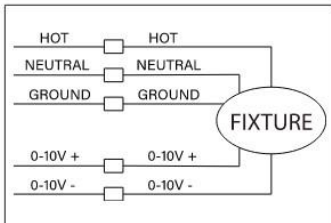
3. Make watertight connections from remote transformer to fixture leads using waterproof wire connectors (not included. See wiring diagram.

⚠ Failure to use waterproof wire connectors will cause fixture to fail and VOID PRODUCT WARRANTY.

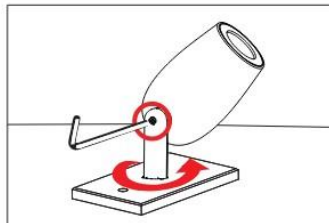


WIRING DIAGRAM

⚠ All line voltage connections must be made in compliance with the National Electrical Code. Failure to do so will void warranty.

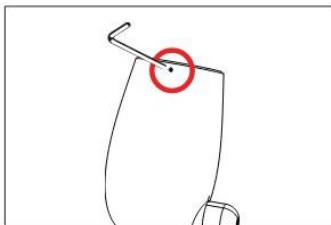


WIRING DIAGRAM (0-10)

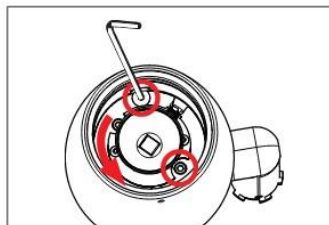


4. Use a 5/32" allen wrench to slightly loosen #10-32 stainless steel black oxide socket head cap screw at the knuckle for aiming purposes. Tighten to secure desired location.

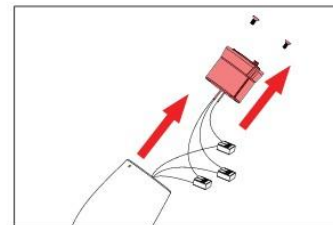
Replacing LED Board/Driver and Optics



1. Use a 1/16" allen wrench to loosen #6-32 stainless set screw and remove cap.



2. Rotate the two (2) 8-32 flat head cap screws using a 3/32" allen wrench clockwise until they bottom out into the heatsink, then rotate the heatsink so the screws line up with the grooves. Remove the two (2) 8-32 flat head cap screws from the heatsink completely.



3. Disengage LED board and driver assembly.

**IMPORTANT SAFETY INFORMATION LISTED ON REVERSE
READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION INSTRUCTIONS**



B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASE DATE
02/05/2024

REFERENCE NUMBER
INS-2841-00

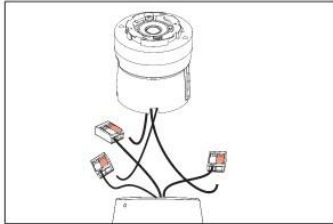
RENTA URBAN LAND DESIGN

URBAN PLANNING • LANDSCAPE ARCHITECTURE • SITE DESIGN
5236 CALDWELL MILL RD/ BIRMINGHAM, ALABAMA 35242 / PH 205.545.7639

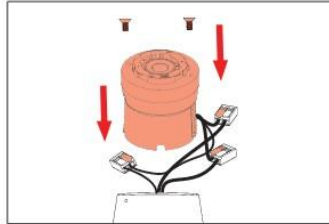


Standard Installation

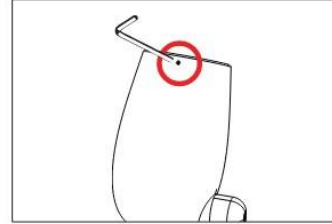
RIO
LED



4. Disconnect driver assembly from fixture body.



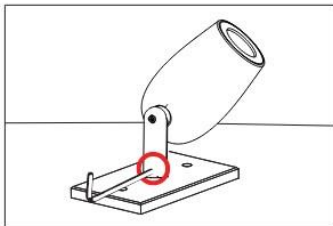
5. Connect new driver assembly to fixture leads. Place connections inside body cavity, reinsert new heatsink assy back into body. Reinstall two (2) 8-32 flat head cap screws completely onto the heatsink until screws catch under the groove on the body. Rotate the two (2) 8-32 flat head cap screws counterclockwise until they are snug against the top of the groove.



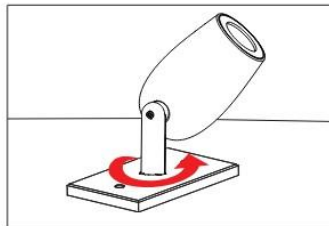
6. Place cap on fixture and tighten set screw. Tighten screw to 1/2 inch pounds. Top of screw should sit flush with fixture body.

Warning: Do not over tighten set screw. Doing so will compromise o-ring seal and will void warranty.

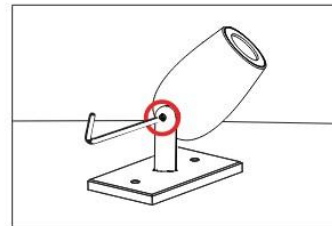
360SL Knuckle



1. Use A 5/64" allen wrench to slightly loosen two (2) #8-32 stainless steel set screws on the stem for 360° aiming purpose.



2. Rotate fixture at base and aim fixture to desired horizontal location.



3. Use a 5/32" allen wrench to loosen #10-32 stainless steel black oxide socket head cap screw at the knuckle for vertical aiming purpose.

4. Tighten two (2) #8-32 stainless steel set screws on stem to secure horizontal aiming position.

Tighten #10-32 stainless steel black oxide socket head cap screw to 15 in-lbs minimum to 30 in-lbs maximum to secure vertical aiming position.

Warning: Do not over tighten set screw. Doing so will compromise o-ring seal and will void warranty.

**IMPORTANT SAFETY INFORMATION LISTED ON REVERSE
READ, FOLLOW, AND SAVE ALL SAFETY AND INSTALLATION INSTRUCTIONS**



B-K LIGHTING

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RELEASE DATE
02/05/2024

REFERENCE NUMBER
INS-2841-00

RENTA URBAN LAND DESIGN

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Attachment 'B'



Quote Number: 31944c
 Date Quoted: 5/30/2025
 Quote Expires: 7/29/2025
 Project Name: Veterans Memorial

QUOTE

Customer: Icon Shelter Systems 1455 Lincoln Avenue Holland MI 49423 USA Phone: Fax: Email:	Job Location: Icon Shelter Systems 1455 Lincoln Avenue Holland, MI 49423 USA Salesperson: Timothy Witvoet Payment Terms: N30
--	---

Line	Part #	Description	Qty	Unit Price	Net Price
1	12267	RG30X60-9M-P4 RG - Rectangle Gable Width: 30.000 Length: 60.000 Steel (16) Column Design Primary Roof: 24 ga Pre-Cut Multi-Rib Metal Roof Roof Slope: 4:12 9.00' Eave Height Custom Roof Cutouts "V" Columns Preliminary ID: 88047 Powder Coat	1		
2	Engineering	Engineering - 12267	1		
3	ABK	Anchor Bolt Kit - 12267	1		

0% Commission.

 Customer Approval Signature

RENTA URBAN LAND DESIGN

URBAN PLANNING • LANDSCAPE ARCHITECTURE • SITE DESIGN
 5236 CALDWELL MILL RD/ BIRMINGHAM, ALABAMA 35242 / PH 205.545.7639



Quote Number: 31944c
Date Quoted: 5/30/2025
Quote Expires: 7/29/2025
Project Name: Veterans Memorial

QUOTE

All ICON quotes are subject to change after the quote expiration date, even if the project has been ordered. The quote can be revised until the order has been released into fabrication and assigned a ship date.

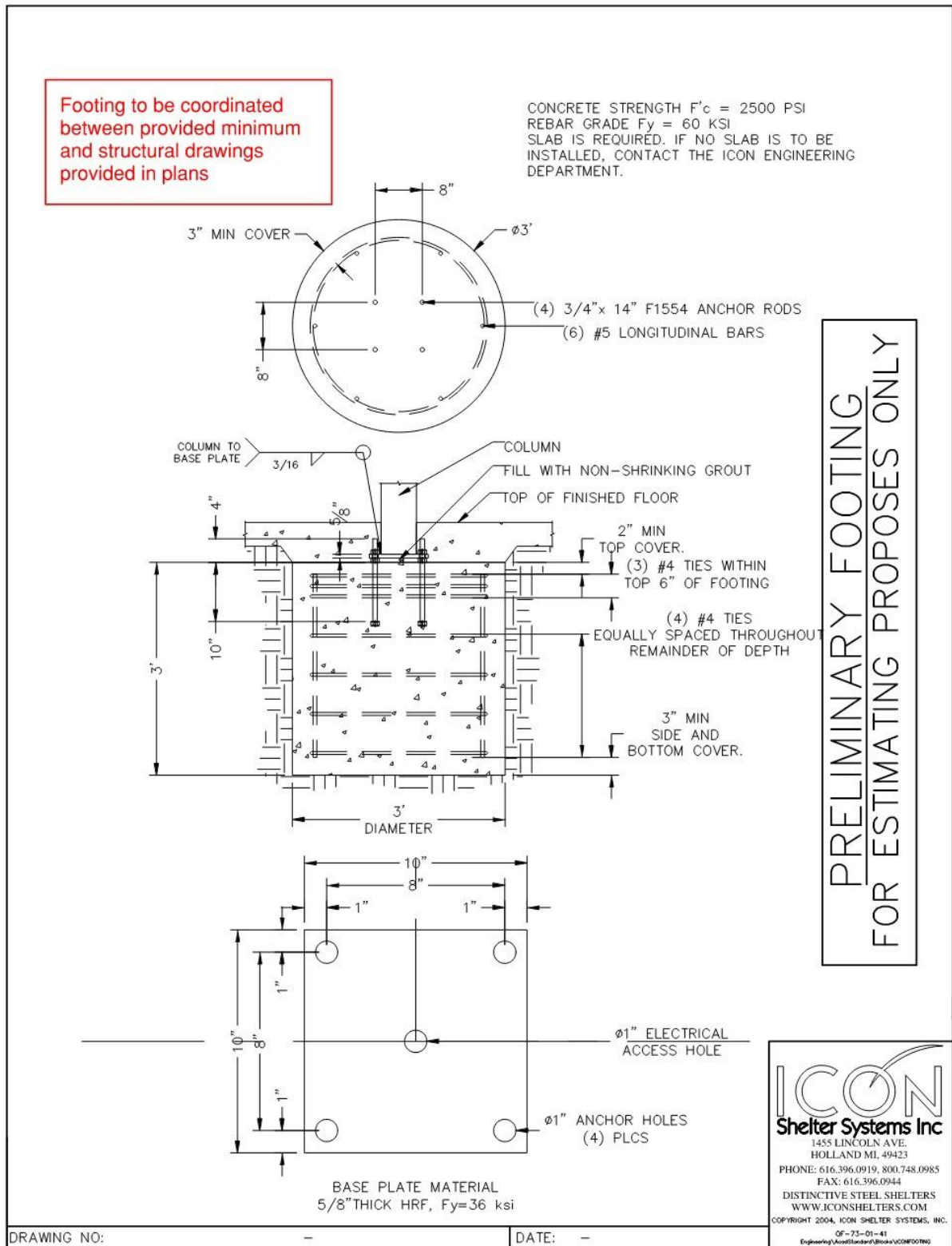
ICON requires a 50% deposit on projects exceeding \$80,000
Quote does not include any state or local sales taxes.
Sales tax will be added to the order if required.

Defects to the underside of the metal panel including scratching, uneven color, discoloration, wear marks are not covered under Icons warranty.

*Icon may issue a credit for the anchor bolts if a customer specified foundation design or anchor system is substituted for Icon's standard Pier or Spread Footing. The credit will be based on Icon's Anchor Bolt cost.

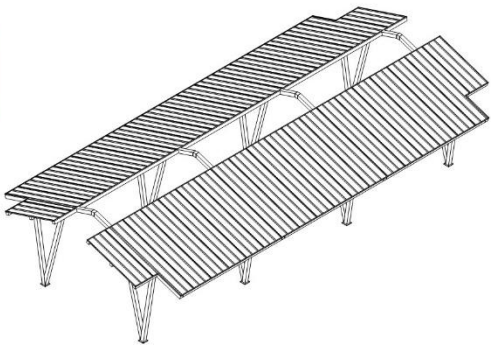
RENTA URBAN LAND DESIGN

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EXACT DIMENSIONS TO BE
COORDINATED WITH FOOTINGS
UPON AWARDED OF BID



PRELIMINARY: NOT FOR
CONSTRUCTION

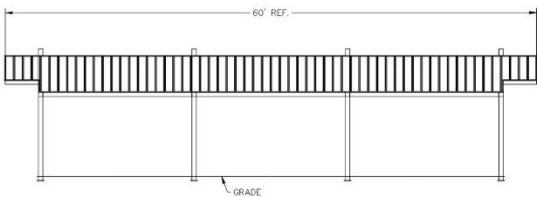
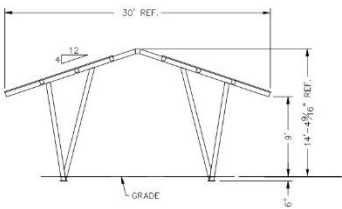
ICON
Shelter Systems Inc.
1555 LINCOLN AVE.
BIRMINGHAM, AL 35202
404.766.0819
BIRMINGHAM, AL 35202
404.766.0819

Elevation

DRAWN BY:
MH
DATE:
7/25/2024
PRELIMINARY ID:
88047
REVISION:
A
BUILDING TYPE:
RG30X60-9M-P4
PROJECT NAME:

SHEET
1.0

DWG:RG_30X60-M-P4-20-30-30-Download\Preliminary\RG30x60-9M-P4-20-30-88047.dwg



PRELIMINARY: NOT FOR
CONSTRUCTION

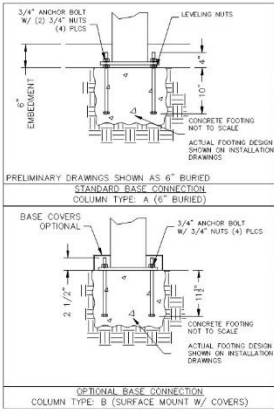
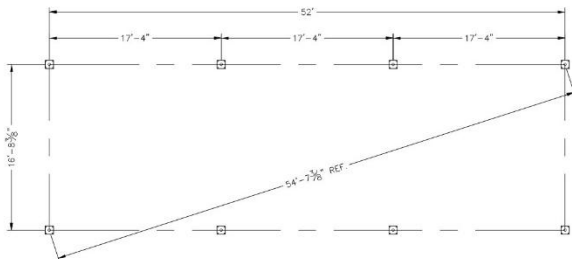
ICON
Shelter Systems Inc.
1555 LINCOLN AVE.
BIRMINGHAM, AL 35202
404.766.0819
BIRMINGHAM, AL 35202
404.766.0819

Anchor Bolt Layout

DRAWN BY:
MH
DATE:
7/25/2024
PRELIMINARY ID:
88047
REVISION:
A
BUILDING TYPE:
RG30X60-9M-P4
PROJECT NAME:

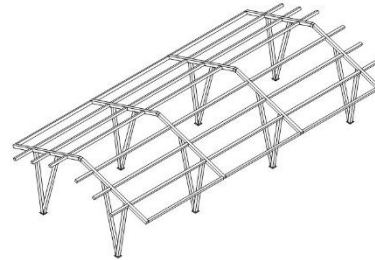
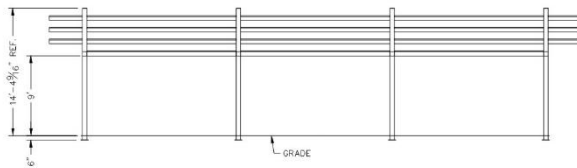
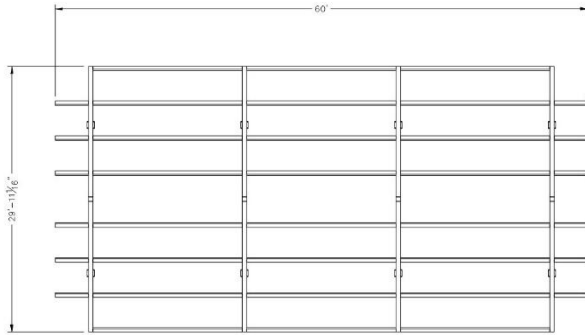
SHEET
2.0

DWG:RG_30X60-M-P4-20-30-30-Download\Preliminary\RG30x60-9M-P4-20-30-88047.dwg



RENTA URBAN LAND DESIGN

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ALL STRUCTURAL COMPONENTS WILL BE:
TUBE: ASTM A500 GRADE B
PLATE: ASTM A36
BOLTS: ASTM A325
NUTS: ASTM A563
WELDING: GMAW

NOTE:
COLUMN SIZE: HSS 6x6x3/16

PRELIMINARY: NOT FOR
CONSTRUCTION

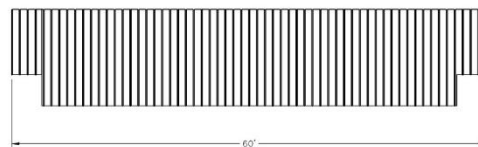
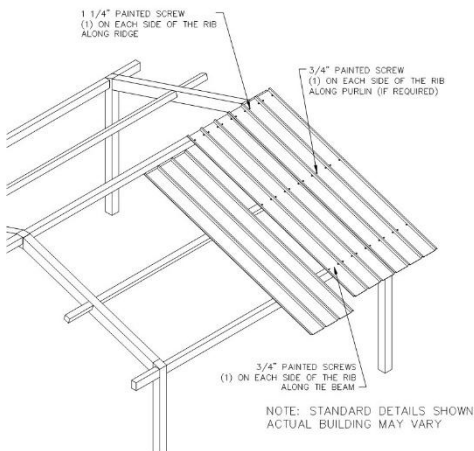
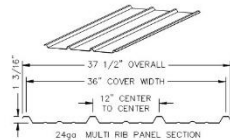
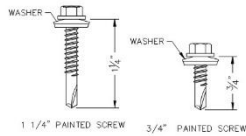


Frame

DRAWN BY:
MH
DATE:
7/25/2024
PRELIMINARY ID:
88047
REVISION:
A
BUILDING TYPE:
RG30X60-9M-P4
PROJECT NAME:

SHEET
3.0

DWG:RG30X60-M-P4-20-90-30-UrbanLandPreliminary\RG30x60-9M-P4-20-90-30-88047.dwg



PRELIMINARY: NOT FOR
CONSTRUCTION



Roof Layout

DRAWN BY:
MH
DATE:
7/25/2024
PRELIMINARY ID:
88047
REVISION:
A
BUILDING TYPE:
RG30X60-9M-P4
PROJECT NAME:

SHEET
4.0

DWG:RG30X60-M-P4-20-90-30-UrbanLandPreliminary\RG30x60-9M-P4-20-90-30-88047.dwg

RENTA URBAN LAND DESIGN

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5236 CALDWELL MILL RD/ BIRMINGHAM, ALABAMA 35242 / PH 205.545.7639

ELECTRICAL INFORMATION - RECTANGULAR GABLE

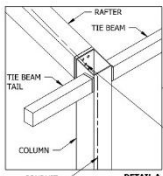
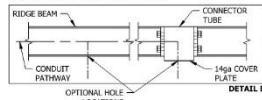
ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE 1/2" CONDUIT WITH A 3/8" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES

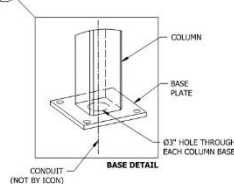
IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RIDGE BEAM AND/OR CONNECTOR TUBE WITH 14ga COVER PLATE AS SHOWN (CHARGES APPLY). USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.



ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE (CHARGES APPLY).

☐ 3/4" CONDUIT (1" HOLES)
☐ 1" CONDUIT (1 1/4" HOLES)
☐ OTHER (PLEASE SPECIFY)

CONDUIT PATHWAY PROVIDED FOR EACH COLUMN.



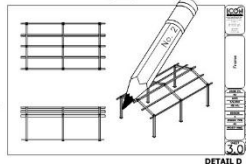
CONDUIT (NOT BY ICON)

PRELIMINARY: NOT FOR CONSTRUCTION

STEPS:

1. CONDUIT HOLE SIZE (DETAIL A)
2. ELECTRICAL EXIT HOLES (DETAIL B)
3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



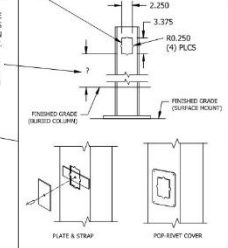
OPTIONAL CUTOUTS

USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY). SEE REQUIRED INFO BELOW.

- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.

- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.

- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN.



- (4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY). PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:
- ☐ PLATE & STRAP
☐ POP-RIVET COVER PLATE
 HOW MANY REQUIRED?



Electrical

DRAWN BY:	MM
DATE:	7/25/2024
PRELIMINARY ID:	88047
REVISION:	A
BUILDING TYPE:	RG30X60-9M-P4
PROJECT NAME:	
SHEET	5.0

D:\WS\RG30X60 M-P4-20-90-30\Drawings\Preliminary\RG30X60-9M-P4-20-90-30-88047.dwg

RENTA URBAN LAND DESIGN

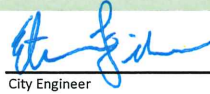
URBAN PLANNING • LANDSCAPE ARCHITECTURE • SITE DESIGN

5236 CALDWELL MILL RD / BIRMINGHAM, ALABAMA 35242 / PH 205.545.7639

Altadena Valley Park Veterans Memorial Plaza (#9912784)
 Owner: Vestavia Hills AL, City of
 Solicitor: Vestavia Hills AL, City of
 11/19/2025 11:30 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Extension	Avery Landscaping & Associates LLC	Coston General Contractors, Inc.	Gillespie Construction LLC			
							Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Demolition						\$0.00						
	Demolition Total	1	Demolition Total	LS	1		\$15,000.00	\$15,000.00	\$20,849.00	\$20,849.00	\$35,000.00	\$35,000.00
	Erosion Control	2	Erosion Control	LS	1		\$11,900.00	\$11,900.00	\$11,899.00	\$11,899.00	\$50,000.00	\$50,000.00
Park Hardscape						\$0.00		\$379,829.50		\$642,904.00		\$1,095,342.50
	Earthwork	3	Earthwork to include all cut and fill required.	LS	1		\$20,000.00	\$20,000.00	\$47,900.00	\$47,900.00	\$115,000.00	\$115,000.00
	Storm Drainage	4	Storm Drainage	LS	1		\$14,600.00	\$14,600.00	\$34,336.00	\$34,336.00	\$50,000.00	\$50,000.00
	Concrete Sidewalk	5	Concrete Sidewalk (Light Broom Finish)	Sq Ft	4547		\$13.50	\$61,384.50	\$26.00	\$118,222.00	\$12.50	\$56,837.50
	Brick Pavers	6	Brick Pavers 4" x 8"	Sq Ft	443		\$25.00	\$11,075.00	\$117.00	\$51,831.00	\$35.00	\$15,505.00
	Concrete Amphitheater and Stairs	7	Concrete Amphitheater and Stairs	LS	1		\$165,500.00	\$165,500.00	\$93,417.00	\$93,417.00	\$375,000.00	\$375,000.00
	Handrails at Stair	8	Handrails at Stairs (Brushed Nickle)	LF	16		\$120.00	\$1,920.00	\$325.00	\$5,200.00	\$750.00	\$12,000.00
	American Flag	9	American Flag 4' x 6'	Ea	1		\$350.00	\$350.00	\$180.00	\$180.00	\$1,500.00	\$1,500.00
	Service Branch Flags	10	Service Branch Flags 3' x 5'	Ea	6		\$250.00	\$1,500.00	\$138.00	\$828.00	\$1,500.00	\$9,000.00
	Flag Banners	11	Flag Banners	Ea	7		\$300.00	\$2,100.00	\$120.00	\$840.00	\$8,500.00	\$59,500.00
	Bench #1	12	Bench #1 with 1 Leg and 2 Column Bracket	Ea	1		\$4,000.00	\$4,000.00	\$6,564.00	\$6,564.00	\$9,500.00	\$9,500.00
	Bench #2	13	Bench #2 with 2 Legs	Ea	1		\$3,300.00	\$3,300.00	\$6,408.00	\$6,408.00	\$6,500.00	\$6,500.00
	Upper Pavilion Columns	14	Upper Pavilion Columns	Ea	4		\$7,200.00	\$28,800.00	\$15,742.25	\$62,969.00	\$18,500.00	\$74,000.00
	Lower Pavilion Columns	15	Lower Pavilion Columns	Ea	2		\$5,200.00	\$10,400.00	\$31,484.50	\$62,969.00	\$12,500.00	\$25,000.00
	Entry Sign	16	Entry Sign	Ea	1		\$16,000.00	\$16,000.00	\$34,500.00	\$34,500.00	\$28,000.00	\$28,000.00
	Monument Inside Pavilion	17	Monument Inside Pavilion	LS	1		\$21,400.00	\$21,400.00	\$37,350.00	\$37,350.00	\$68,000.00	\$68,000.00
	Lighting	18	Lighting	LS	1		\$14,000.00	\$14,000.00	\$76,890.00	\$76,890.00	\$175,000.00	\$175,000.00
	ADA Handicap Parking Striping	19	ADA Handicap Parking Striping	LS	1		\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
Landscape/ Irrigation						\$0.00		\$72,000.00		\$242,946.00		\$142,500.00
	Landscape/ Irrigation Cost	20	Landscape/ Irrigation Cost	LS	1		\$65,000.00	\$65,000.00	\$201,996.00	\$201,996.00	\$125,000.00	\$125,000.00
	Topsoil	21	Topsoil	LS	1		\$5,000.00	\$5,000.00	\$30,150.00	\$30,150.00	\$12,500.00	\$12,500.00
	Mulch	22	Mulch	LS	1		\$2,000.00	\$2,000.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00
Alternatives						\$10,000.00		\$35,000.00		\$30,834.00		\$82,000.00
	Alternate #1A Monument Inside Pavilion	23	Alternate #1A Monument Inside Pavilion	LS	1		\$10,000.00	\$10,000.00	\$8,035.00	\$8,035.00	\$32,000.00	\$32,000.00
	Alternate #1B Monument Inside Pavilion	24	Alternate #1B Monument Inside Pavilion	LS	1		\$15,000.00	\$15,000.00	\$12,799.00	\$12,799.00	\$35,000.00	\$35,000.00
	Alternate #2 Additional Landscaping	25	Alternate #2 Additional Landscaping	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	
Base Bid Total:						\$0.00		\$478,729.50		\$918,598.00		\$1,322,842.50

Reviewed By:


 City Engineer

Contractor License Yes
 Bid Bond Yes
 Addendum 1 Yes

Contractor License Yes
 Bid Bond Yes
 Addendum 1 Yes

Contractor License Yes
 Bid Bond Yes
 Addendum 1 No