PROJECT MANUAL

FOR

CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS

200 W. Parkway Dr. Mobile, AL 36608

PR-012-25

April 15, 2026

WAS Design, Inc.
51 Tacon St. Suite E
Mobile, AL 36607

and

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: May 20th, 2026

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1.1 List of Drawings

A. Drawings consist of the Contract Drawings and other documents dated 4.10.2026 listed in the contract and as modified by subsequent Addenda and Contract modifications.

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	CIP Lavretta Park Playground Court-Playground Improvements
PROJECT LOCATION:	Mobile, Alabama
PROJECT NUMBER:	PR-012-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 20th of May, 2026. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be issued via the City of Mobile website.**

D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

E. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

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

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.

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

4 SURETY QUALIFICATIONS:

A. A Surety authorized to do business in the State of Alabama must issue Bonds.

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

5 IRREGULARITIES AND REJECTION:

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

6 BIDDER QUALIFICATIONS:

A. Bids for Work costing $100,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A Pre-Bid Conference shall be held on **Monday, May 11th 2026 at the City of Mobile Parks Department Conference Room, 48 N. Sage Ave. Mobile, AL 36607** at 10:00 AM local time. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-208-7635, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are encouraged to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

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

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS PROJECT NUMBER PR-012-25**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $100,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, WEDNESDAY, MAY 20TH, 2026.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

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

12 STATE OF ALABAMA IMMIGRATION ACT

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

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

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

AIA® Document A701® – 2018

Instructions to Bidders

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

CIP Lavretta Park Playground Court- Playground Improvements
200 W Parkway Drive
Mobile, AL 36608
playground improvements including fencing, lighting improvements, mister, and sidewalks.

THE OWNER:
(Name, legal status, address, and other information)

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

THE ARCHITECT:
(Name, legal status, address, and other information)

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

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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.

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

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.
§ 1.10 A non-resident Bidder or Sub-bidder is one who: a. Is neither organized nor existing under the laws of the State of Alabama b. nor maintains its principal place of business in the State of Alabama. A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.
§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors

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and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.
§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.
§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/
B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
C. Addenda will be issued via e-mail to all Pre-Bid Conference attendees.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven (7) days prior to the date for receipt of Bids via email

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

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

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

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§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

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

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

emailed to bidders who attend mandatory pre-bid meeting

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

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Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.
Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security
§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

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

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids
§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

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

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates T in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

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§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;

.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;

.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;

.4 Scheudle of Values; and

.4

.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety

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bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 , Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

Insurance and Bonds, unless otherwise stated below.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
CS100	COVER SHEET	4/10/2026
EC100	EXISTING CONDITIONS PLAN	1/13/2023
SP010	OVERALL SITE PLAN	4/10/2026
SP100	SITE PLAN ENLARGEMENT	4/10/2026
DP100	DEMOLITION PLAN ENLARGEMENT	4/10/2026
DP500	DEMOLITION SCHEDULE	4/10/2026
EC100	EROSION CONTROL PLAN	4/10/2026
LG100	LANDSCAPE GRADING PLAN	4/10/2026
LH100	HARDSCAPE PLAN ENLARGEMENT	4/10/2026
LH500	HARDSCAPE DETAILS	4/10/2026
LH501	HARDSCAPE DETAILS	4/10/2026
LH502	HARDSCAPE DETAILS	4/10/2026

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LH503	RIGHT OF WAY DETAILS	4/10/2026
LP100	LANDSCAPE PLANTING PLAN	4/10/2026
LP500	LANDSCAPE PLANTING DETAILS	4/10/2026

.6 Specifications

Section	Title	Date
DIVISION 1:	GENERAL REQUIREMENTS	4/15/2026
SECTION 010100	SCOPE OF WORK	4/15/2026
SECTION 010500	FIELD ENGINEERING	4/15/2026
SECTION 012100	ALLOWANCES	4/15/2026
SECTION 012200	UNIT PRICES	4/15/2026
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	4/15/2026
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	4/15/2026
SECTION 012900	PAYMENT PROCEDURES	4/15/2026
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	4/15/2026
SECTION 013300	SUBMITTAL PROCEDURES	4/15/2026
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	4/15/2026
SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4/15/2026
SECTION 017000	EXECUTION REQUIREMENTS	4/15/2026
SECTION 017310	CUTTING AND PATCHING	4/15/2026
SECTION 017320	SELECTIVE DEMOLITION	4/15/2026
SECTION 017350	SUBSTITUTION PROCEDURES	4/15/2026
SECTION 017700	CLOSEOUT PROCEDURES	4/15/2026
SECTION 017820	OPERATION AND MAINTENANCE DATA	4/15/2026
SECTION 017830	PROJECT RECORD DOCUMENTS	4/15/2026
DIVISION 2	SITE WORK	
SECTION 020700	SELECTIVE SITE DEMOLITION	4/15/2026
SECTION 022300	SITE CLEARING	4/15/2026
SECTION 023000	EARTHWORK	4/15/2026
SECTION 025130	ASPHALTIC CONCRETE PAVING	4/15/2026
SECTION 027510	CEMENT CONCRETE PAVEMENT	4/15/2026
SECTION 029000	LANDSCAPING	4/15/2026
SECTION 033000	CAST-IN PLACE CONCRETE	4/15/2026
SECTION 079200	JOINT SEALANTS	4/15/2026
SECTION 221116	DOMESTIC WATER PIPING	4/15/2026
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	4/15/2026

.7 Addenda:

- **NONDISCRIMINATION:**
  A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991Additionally Contractor shall follow City of Mobile Ordinance No. 14-034 which

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requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

- **AMERICANS WITH DISABILITIES ACT (ADA):**
  A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

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

- **NON-RESIDENT (OUT OF STATE) CONTRACTORS:**
  A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of anattorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exisits in the non-resident's state.

attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

A. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

- **ALABAMA IMMIGRATION ACT:**
  A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

- **CITY OF MOBILE BUSINESS LICENSE:**

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

- **CITY OF MOBILE CONTRACTOR’S BUSINESS LICENSE:**

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A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.
B. Contractor must qualify and post a $10,000 surety bond with the BUILD Mobile Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Build Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

- **CITY OF MOBILE BUILDING PERMIT:**

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

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SECTION 00300
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the City of Mobile website as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

   C. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

2. INTERPRETATION OF BID DOCUMENTS:

   A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.

   B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to ctoland@was-design.com with copies to chuck.babin@cityofmobile.org

   C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

   D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

G. For non-residential projects over $100,000, General Contractors shall be duly licensed in the State of Alabama pursuant to Alabama State Code 34-8-8 and shall show evidence of such with a minimum of a current license number on the Bid Form and any other information required by law.

4. BID SECURITY:

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the RECOMMENDED Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be

considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS PROJECT NUMBER PR-012-25 the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $100,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

   B. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, WEDNESDAY, WEDNESDAY MAY 20TH 2026.**

   C. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.

   D. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   E. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

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

8. CONSIDERATION AND AWARD OF BIDS:

   A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.

   B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.

   C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.

D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

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

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
(1). Performance Bond and Labor and Material Payment Bond (originals);
(2). Certificate of Insurance (original) with endorsements to City of Mobile;
(3). Evidence of enrollment in the E-Verify program.
(4). Other documentation as required by the Contract Documents.
(5). Construction Schedule with major milestones.

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

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

11. NONDISCRIMINATION:

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

12. AMERICANS WITH DISABILITIES ACT (ADA):

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

13. USE OF DOMESTIC PRODUCTS:

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

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

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR’S BUSINESS LICENSE:

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

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. If a City of Mobile Building Permit is required it shall be obtained from Build Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations. Project will not be considered for Substantial Completion until all final inspections are passed

19. CONSTRUCTION PROJECT SIGN

A. A Construction Project Sign, a drawing of which is provided in this Project Manual, will be required. Within 10 days of Notice to Proceed, Contractor shall provide proof of sign layout and verbiage for review and approval prior to fabrication. The location of sign at the site shall be approved by the City of Mobile prior to installation.

20. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within one hundred and fifty (150) calendar days from the date indicated by the Notice to Proceed.

B. Lavretta Park will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the park as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 5:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner around the Owner's scheduling of the park. After hours and weekend work will require prior approval of the Owner Representative and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the

given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

21. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed or improved and their condition, prior to removal.

B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.

C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

22. SALES AND USE TAX EXEMPTION:

A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at www.bc.alabama.gov .

23. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports", lien waivers and updated construction schedule, including those from Subcontractors and material suppliers.

24. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the CIP Lavretta Park Playground Court-Playground Improvements PR 012-25, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

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

25. CONTRACTOR WARRANTY AND CERTIFICATION:

A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

B. Contractor shall provide a one year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

26. LIQUIDATED DAMAGES

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

END OF SECTION 00300

SECTION 00400
BID FORM

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

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-012-25
PROJECT NAME: CIP Lavretta Park Playground Court-Playground Improvements
PROJECT LOCATION: 200 W. Parkway Dr. Mobile, AL 36608

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated Wednesday, May 20th, 2026; and all Addendum (a) Number(s) _____, dated _____, 2026 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____**PHONE**_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] (A Corporation) [ ] (A Partnership [ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for one hundred-fifty (150) calendar days from the date of the Notice to Proceed.

Base Bid: **$ .00**

Contingency Allowance: **+$ 50,000.00**

Total Base Bid:

TOTAL BID: _____Dollars, ($ .00)
(Amount in Words) (Amount in Figures)

.

UNIT PRICES: Refer to the Unit Price Section Specifications

Unit price form must be submitted with the bid form.

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

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

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

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

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

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the

proscribed form within seven (7) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

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

To: City of Mobile **Date:**_____

Name of Project: CIP Lavretta Park Playground Court-Playground Improvements
Project Number: PR-012-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$_____

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

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____Date: _____

Title: _____

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

Name: _____Title: _____

E-mail:_ Phone: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $_____ Date: _____/ _____/____

Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	**Did you do these suggested areas for DBE recruitment and engagement**
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

SECTION 00500

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

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

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:	**City of Mobile** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	_____ _____ _____ **City Business License No.:** _____
For the following Project:	**CIP Lavretta Park Playground Court-Playground Improvements** **200 W. Parkway Drive** **Mobile, Alabama 36607** **Project Number: PR-012-25**
The Architect:	**WAS Desing, Inc.** **51 Tacon St. Suite E** **Mobile, AL 36607**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and _____ _____ [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including the following Exhibits:

All specifications, drawings, and addenda related to project enumerated below
Exhibit A Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B E-Verify
Exhibit C Performance, Labor and Material Bonds
Exhibit D Certificate of Liability Insurance
Exhibit E Insurance Endorsements

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Bids on _____; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of **CIP Lavretta Park Playground Court-Playground Improvements aka Lavretta Park - Phase II Improvements** (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed _____ and 00/100 ($00.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$00.00
Contingency Allowance:	$50,000.00
Total Bid:	$00.00
Alternate #1	$00.00
Total Contract Sum:	$00.00

B. Alternates (if any included in the contract sum)

Item: Price: 0.00

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. Contingency funds may not be used for costs resulting from contractor error or omission.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed be BLANK dollars and 00/100 ($00.00) for the entire Project in accordance with Exhibit C Schedule of Values attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the

Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.

3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment by both Architect and City.
6. 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.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. 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 City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. 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;
        iv. 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; and
        v. Retainage withheld pursuant to Section IV(A)(8).
    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City shall withhold the following amount, as retainage, from the payment otherwise due in compliance with Alabama Code §39-2-12 (1975):
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

ii. 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 IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City'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.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect and the City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher. Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for three (3) consecutive weeks, as required in the Code of Alabama 1975 § 39-1-1 (f) (1). A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. *id*§ 39-1-1 (f) (3). Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. *id*§ 39-1-M
   f. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with §39-1-1(f)(1) Code of Alabama, 1975, NOTICE IS HEREBY given that *** has completed the contract for **Lavretta Park - Phase II Improvements** located at 200 W. Parkway Drive, Mobile, Alabama 36608, Project Number: PR-012-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile,

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

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

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Director of Real Estate and Asset Management ('REAM Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on Exhibit C Schedule of Values as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 each employee
Bodily Injury by Disease	$1,000,000 each policy

C. The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance including premises-product-completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by the Contractor for limits of liability not less than:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and Property Damage	$1,000,000 combined single limit

D. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

E. The Contractor shall carry for himself and shall require that all Subcontractors and all City Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage	$1,000,000 each occurrence; or,
Bodily Injury and Property damage	$1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

F. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

G. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

H. The standard ACORD™ format is attached hereto as Exhibit G. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

I. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

J. "In Rem" endorsement.

K. Contractor shall procure and maintain insurance as specified in this contract, as modified by Exhibit G & H, attached hereto and made a part of this Agreement.

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

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

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City and endorsed to waive rights of subrogation in favor of the City. Endorsements for waiver of transfer rights, and Additional Insured should be provided separately from Certificate of Insurance.

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

L. The Contractor shall provide bonds as set forth below, samples attached hereto as Exhibit F:

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than one hundred and fifty (150) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor

shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
CS100	COVER SHEET	4/10/2026
EC100	EXISTING CONDITIONS PLAN	1/15/2023
SP010	OVERALL SITE PLAN	4/10/2026
SP100	SITE PLAN ENLARGEMENT	4/10/2026
DP100	DEMOLITION PLAN ENLARGEMENT	4/10/2026
DP500	DEMOLITION SCHEDULE	4/10/2026
EC100	EROSION CONTROL PLAN	4/10/2026
LG100	LANDSCAPE GRADING PLAN	4/10/2026
LH100	HARDSCAPE PLAN ENLARGEMENT	4/10/2026
LH500	HARDSCAPE DETAILS	4/10/2026
LH501	HARDSCAPE DETAILS	4/10/2026
LH502	HARDSCAPE DETAILS	4/10/2026
LH503	RIGHT OF WAY DETAILS	4/10/2026
LP100	LANDSCAPE PLANTING PLAN	4/10/2026
LP500	LANDSCAPE PLANTING DETAILS	4/10/2026

D. Specifications

Section	Title	Date- 4/15/2026
DIVISION 1:	GENERAL REQUIREMENTS	4/15/2026
SECTION 010100	SCOPE OF WORK	4/15/2026
SECTION 010500	FIELD ENGINEERING	4/15/2026
SECTION 012100	ALLOWANCES	4/15/2026
SECTION 012200	UNIT PRICES	4/15/2026
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	4/15/2026
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	4/15/2026
SECTION 012900	PAYMENT PROCEDURES	4/15/2026
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	4/15/2026
SECTION 013300	SUBMITTAL PROCEDURES	4/15/2026
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	4/15/2026
SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4/15/2026
SECTION 017000	EXECUTION REQUIREMENTS	4/15/2026
SECTION 017310	CUTTING AND PATCHING	4/15/2026
SECTION 017320	SELECTIVE DEMOLITION	4/15/2026
SECTION 017350	SUBSTITUTION PROCEDURES	4/15/2026
SECTION 017700	CLOSEOUT PROCEDURES	4/15/2026
SECTION 017820	OPERATION AND MAINTENANCE DATA	4/15/2026
SECTION 017830	PROJECT RECORD DOCUMENTS	4/15/2026
DIVISION 2	SITE WORK	Date- 4/15/2026

SECTION 020700	SELECTIVE SITE DEMOLITION	4/15/2026
SECTION 022300	SITE CLEARING	4/15/2026
SECTION 023000	EARTHWORK	4/15/2026
SECTION 025130	ASPHALTIC CONCRETE PAVING	4/15/2026
SECTION 027510	CEMENT CONCRETE PAVEMENT	4/15/2026
SECTION 029000	LANDSCAPING	4/15/2026
SECTION 033000	CAST-IN PLACE CONCRETE	4/15/2026
SECTION 079200	JOINT SEALANTS	4/15/2026
SECTION 221116	DOMESTIC WATER PIPING	4/15/2026
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	4/15/2026

ILLUSTRATIONS:

SHEET NO.	SHEET TITLE
1 OF 1	PROJECT SIGN

E. Addenda, if any:

Number Date

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.

F. Other Exhibits:

Exhibit A Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B E-Verify
Exhibit C Performance, Labor and Material Bonds
Exhibit D Certificate of Liability Insurance
Exhibit E Business License Verification
Exhibit F Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704

Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9
Tax
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

XI. HIERARCHY

A. In the event of conflict, this Standard Services Agreement, as modified by the City, shall control over any incorporated documents. The order of precedence shall be Agreement → Addenda → Specifications → Drawings → Other Documents.

XII. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 250.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XIII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIV. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection.
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services. Contractor is not entitled to lost profits, overhead, or anticipated earnings upon termination.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XVI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any

objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVII. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor for the Work covered by this contract, unless otherwise specified. Contractor shall provide standard manufacturer warranty on all equipment from date of acceptance. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVIII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work

order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIX. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout, or successor.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
***

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated

officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XXI. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXIII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIV. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXVI. ANTI-BOYCOTT

A. Contractor agrees 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 the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVII. NON-DISCRIMINATION

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

XXVIII. COMPLIANCE WITH IMMIGRATION LAW

A. 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. 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.

XXIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The Agreement controls over all exhibits and incorporated documents, and no exhibit may alter indemnity, liability, or payment terms unless expressly stated in the Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall

be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ whose name as Member of _____, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** INFORMATION ONLY **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[X] Contractual Liability						MED EXP (Any one person)	$
	[ ]	X	X				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC			INFORMATION ONLY			PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident)	$ 1,000,000
	[ ] [ ]							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	1,000,000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		x				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Lavretta Park Phase II Improvements PROJECT NUMBER:PR-012-25
LOCATION: 200 W. Parkway Drive, Mobile AL 36608
City of Mobile must be notified of cancellation within 30 days, and non payment within 10 days.
See additional endorsements, waiver of subrogation, additional insured, and primary insurance information

CERTIFICATE HOLDER

The City of Mobile

P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INFORMATION ONLY

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SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

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

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2026 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete CIP Lavretta Park Playground Court-Playground Improvements, 200 W. Parkway Dr. St. Mobile, AL 36608 – PR-012-25, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
REAM Director
PO Box 1827
Mobile, AL 36633
251-508-7752

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete complete CIP Lavretta Park Playground Court-Playground Improvements, 200 W. Parkway Dr. Mobile, AL 36608 – PR-012-25, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
REAM Director
PO Box 1827
Mobile, AL 36633
251-508-7752

Company ID Number:

Approved by:

Employer		
Name (Please Type or Print)		
Signature		Date
Department of Homeland Secu[illegible] Division		
Name (Please Type or P[illegible]		Title
Signature		Date

SAMPLE

E-Verify

Company ID Number:

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

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, 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 (Column 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 Less 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 less Line 6)	$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
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 the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* Lavretta Park- Phase II Improvements 200 W Parkway Drive Mobile, AL 36608	**CONTRACT INFORMATION:** Contract For: Date: 01/01/2030	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)* City of Mobile P. O. Box 1827 Mobile, AL 36633-1827	**ARCHITECT:** *(name and address)* WAS Desing, Inc 51 Tacon Street, Suite E Mobile, AL 36607	**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 *(Signature)*	*(Printed name, title, and license number if required)*	*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 *(Signature)*	*(Printed name and title)*	*Date*
OWNER *(Signature)*	*(Printed name and title)*	*Date*

DRAFT

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AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

TO OWNER: *(Name and address)*
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER:[ ]
ARCHITECT:[ ]
CONTRACTOR:[ ]
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, may be used for this purpose

Indicate Attachment [X] 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)*

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

TO OWNER: *(Name and address)*

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

ARCHITECT'S PROJECT NUMBER :

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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.

CONTRACTOR: *(Name and address)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Lavretta Park- Phase II Improvements

200 W Parkway Drive
Mobile, AL 36608

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

TO OWNER: *(Name and address)*
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

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

, OWNER,

as set forth in said Surety's bond.

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)*

Attest:
(Seal):

(Printed name and title)

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CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Date ►

General Instructions

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

Purpose of Form

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

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

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

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

SECTION 00700
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

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

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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User Notes: (69cc28107651406e1f452a55)

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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. In the event of a conflcit with contract documents, City of Mobile Standard Services Agreeement shall govern.

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§ 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.

§ 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.

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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 Alabama law prohibits the enforcement of liens against public property. Contractor shall furnish payment and perfromance bonds.

§ 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.

§ 2.3.4 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

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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 & Owner any errors, inconsistencies or omissions discovered by or made

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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 & Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner 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 and/or Owner 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.

§3.3.4 Three days after the opening of sealed Bid, the Contractor shall furnish, an outline of the education, experience and character of the Contractor's project manager, superintendent, and engineer. Any future substitution must have prior written approval of the Owner.

§ 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.

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

§ 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. Construction Change Directive's should be used only in emergencies and in compliance with Alabama Code Title 39 or 41 as applicable.

§ 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

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skilled in tasks assigned to them.

§ 3.4.4 The Contractor is responsible for the skill of Work. All workers engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training,and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract.
§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the opinion of the Architect and/or Owner, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect and/or Owner.
§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-9 Nondiscrimination Provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts.
5. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor.
6. Each contractor will agree to the above in writing, including the contractor's commitment to follow the Americans with Disabilities Act of 1990.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-10 to encourage participation of socially and economically disadvantaged contractors by utilizing the Subcontracting and Major Supplier Plan included in the Bid Package.

§ 3.5 Warranty

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§ 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. Most Owner projects are exempt from Sales Tax and should be accounted for in bid package. A completed Form C-3A: Accounting of Sales Tax must be submitted with all Bid Forms. Submission of Sales Tax Form C-3A with the Proposal Form is required

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure City of Mobile buildingpermit without cost, and shall secure and pay for any other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 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.

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§ 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, within seven days 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, within seven days 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.

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§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. Th Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.
§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
§ 3.12.6 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

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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.

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§ 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 Owner and/or 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 from time to time during the one-year period for correction of Work described in Section 12.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 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, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 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

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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., Owner's representive should be included in all relevent communications.

§ 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 assist in preparing 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

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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.

§ 4.2.14 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 apparent low bidder, within (3) days after bids are opened 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

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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 may 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.

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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. .

§ 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, subject to review by Owner. Construction Change Directive or order for a minor change in the Work should be used only in emergency situations. Changes in the Work are subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. All changes must comply with City of Mobile policies and funding approvals, and follow Public Bid Law. No change is valid without written authorization from the Owner.

§ 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.

1. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
2. Emergencies arising during the course of the Work of the Contract.
3. Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.
4. Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.

§ 7.1.3 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.

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

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§ 7.2.2 Change Orders shall only be utilized to the extent they do not violate Title 39, Code of Alabama, 1975, as amended

§ 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. This is only to be used when necessitated by emergency, and should be followed up with a Change Order and to the extend allowed by Alabama Code Title 39. CCD should not exceed Contingency.

§ 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

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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 stating there is no additional cost or time impact. 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.

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

§ 8.4 Liquidated Damages § 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.

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. To the extent allowed by Title 39, Code of Alabama 1975 as amended.

§ 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 The Contractor shall submit to the Architect on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage and documents as follows: 1. Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and 2. The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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.

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§ 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-

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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

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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 shallcomply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other 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.

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

§ 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

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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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents

§ 10.3.5 The Contractor shall 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.

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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.

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§ 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 State of Alabama and Jurisdiction shall be in Mobile County or Southern District of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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.
§13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 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

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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.

§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.
§ 13.4.8 The Contractor must call BUILD MOBILE for inspections and approval at the times required by the Ciyt requirements, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

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

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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

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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

Shall be governed by applicable Alabama State Law.

§ 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 14 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. Claims must be initiated by written notice to the Architect and the other party.

§ 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

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.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.

§ 15.2.7 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.

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§ 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 not be subject to mediation or arbitration as a condition precedent to binding dispute resolution.

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SECTION 010100 – SCOPE OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises, demolition and replacement of existing playground and drainage improvements.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, meetings, progress meetings, examination and preparation.

D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.

E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.

F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.

G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.

H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. Summary of Work: Furnish and install the necessary materials, labor, equipment, and appurtenances for the following items:

1. Base Bid – Principal features of improvements paving, fencing, shade structures, drainage improvements, concrete walks, site amenities, demolition, and landscaping.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Contractor shall have access to the park from 7:30 AM to 5:00 PM, Monday

through Friday, and at other times as permitted by Owner. Work areas shall be limited to the Park site as indicated on the drawings. Areas of the Park may be used for staging/storage only as permitted by owner.

B. Contractor shall coordinate all Work with work of separate contractors and Owner's own forces.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 with G702 Application and Certification for Payment.

1.6 APPLICATIONS FOR PAYMENT

A. Submit three signed and notarized originals of each application on AIA Form G702 with AIA Form G703.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: See General Conditions.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by Change Order.

B. Stipulated Sum/Price Change Order: Based on Unit Prices established in the Contract, Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved, in writing, by Owner.

C. Change Order Forms: Submit form approved by Owner’s Project Manager.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work in the various areas of the facility to ensure an efficient and orderly sequence of installation.

1.10 PRECONSTRUCTION MEETINGS

A. Contractor is to coordinate work around scheduled activity at the facility. Contractor shall schedule a meeting with the Project Manager and the Owner for a review prior to start of work.

1.11 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.

B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.12 CONSTRUCTION PROGRESS SCHEDULES

A. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.13 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit three copies for use by the Owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager. Close Out documents shall include hard copies of all submittals.

1.14 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' written instructions.

C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers’ requirements.

1.15 EXAMINATION

A. Prior to start of Work, verify that existing site conditions and sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that utility services are available, of the correct characteristics, and in the correct location (if applicable).

1.16 TOLERANCES

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

1.17 REFERENCES

A. Conform to reference standards by date of issue current as of date of Contract Documents.

B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.18 ELECTRICITY

A. Contractor shall be responsible for providing portable power for work as required.

1.19 WATER SERVICE

A. Contractor shall be allowed to use existing potable water, if available.

1.20 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide temporary sanitary facilities for Contractor's own workers. Temporary facilities shall be maintained clean and in a sanitary condition by the Contractor.

1.21 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas within 14 days of Notice to Proceed.

1.22 SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL

A. All construction sites for City of Mobile projects shall be undertaken in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current

version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

The Owner shall be responsible for providing, implementing and maintaining temporary “Best Management Practices” (BMPs) in full accordance compliance with all applicable Local, State and Federal Codes and Ordinances throughout the period of construction.

Contractor shall protect existing BMP's and shall repair/re-establish damage to BMPs by Contractor's own forces.

1.23 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

1.24 SECURITY

A. Contractor shall be responsible for providing his own security to protect the Work during construction.

1.25 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod all disturbed/damaged lawn areas as a result of construction-haul routes.

1.26 PARKING

A. Contractor parking is available on site in area(s) designated by owner. Do not block traffic.

1.27 PROGRESS CLEANING AND WASTE REMOVAL

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

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

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

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.29 PRODUCTS

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

1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.31 PRODUCT OPTIONS

A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as “Basis of Design”. Equal alternate products to be reviewed for approval by Owner as Substitutions. Submit product data as required in substitutions.

1.32 SUBSTITUTIONS

A. Project Manager will consider requests for Substitutions only if submitted in writing at least 10 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

1.33 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Project Manager's inspection.

B. Contractor shall, immediately after completion of the Contract, give notice of completion, by an advertisement in the local newspaper, for a period of Four (4) successive weeks. Final settlement shall not be made until Thirty (30) days after completion of the notice.

C. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due. For final payment of retainage, submit invoice, consent of surety, certificates of no liens, Contractors one year labor and materials warranty on Contractors letterhead, proof of advertisement and other documents required by the Owner and State law.

D. Submit a set of drawings with all variations neatly noted for use as record drawings.

1.34 FINAL CLEANING

A. Execute final cleaning prior to final inspection of each work area. Entire project shall be ready for use by Owner once all areas of work are completed.

B. Clean debris from site and drainage systems.

C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site.

1.35 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized only for record documents.

B. Record actual revisions to the Work. Record information concurrent with construction progress.

C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.

D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

E. Submit documents to Project Manager with claim for final Application for Payment.

1.36 WARRANTIES

A. All materials and labor to be warranted for minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the owner, with the Contractor and Owner representative, before the end of the warranty period to review the work and note deficiencies for the contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS Not Used.

PART 3 EXECUTION Not Used.

END OF SECTION 010100

SECTION 010500 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality Control.

B. Submittals.

C. Project Record Documents.

1.2 RELATED SECTIONS

A. Contractor is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees, and services necessary for completion of work in this section.

1.3 QUALITY CONTROL

A. Employ a Land Surveyor registered in the State of Alabama and acceptable to Architect/Engineer for layout and staking of project grades, construction location and utility requirements.

1.4 SUBMITTALS

A. Submit name, address, and telephone number of Surveyor before starting survey work.

B. On request, submit documentation verifying accuracy of survey work.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

B. On completion of foundation and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

C. Submit Record Documents under provisions of Section 01781.

1.6 EXAMINATION

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect/Engineer of any discrepancies discovered.

1.7 SURVEY REFERENCE POINTS

A. Contractor to locate and protect survey control and reference points.

B. Control datum for survey is that established by Owner provided survey and indicated on Drawings.

1.8 SURVEY REQUIREMENTS

A. Provide field engineering services. Utilize recognized engineering survey practices.

B. Establish a minimum of two (2) permanent benchmarks on site, referenced to established control points. Record locations with horizontal and vertical data on Project Record Documents.

C. Establish elevations, lines, and levels. Locate and lay-out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill, and topsoil placement; utility locations, depth below finished grade, slopes, and invert elevations.
2. Grid or axis for structures.
3. Building foundation, column locations, ground floor elevations.

D. Periodically verify layouts by same means.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 010500

SECTION 012100 – ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in these Sections.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out. Any work completed or material purchased prior to owners written consent is subject to acceptance and payment at the Owners discretion.

1.4 SELECTION AND PURCHASE

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

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

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

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of $50,000.00.

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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. Additions and Deductions to the contract.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Take measurements and compute quantities.

C. The unit prices provided by the Contractor will be used to calculate changes to the contract sum for both additive and deductive changes in the work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 UNIT PRICE FORM: -This form is required to be included with the Bid Form.

END OF SECTION 012200

CIP LAVRETTA PARK PLAYGROUND COURT- PLAYGROUND IMPROVEMENTS PR-012-25

UNIT PRICE FORM

Prepared by WAS Design, Inc.

4/15/26 10:39 AM

Note: All specific manufacturer equipment is "Basis of Design". Equal materials may be submitted as substitutions per specifications.

Note: Unit prices are for additions and deductions, any change in measurable quantities will adjusted for through Change Order

	Code	Description		Units		Unit Cost	Total
	32-07	TRASH RECEPTACLE: 32 GAL		EA			
	32-08	FENCE: 48" COMM. GRADE ALUMINUM		LF			
	32-12	METAL HANDRAIL AT RAMP		LF			
	32-16	STANDING CURB: 8"		LF			
	32-18	CONCRETE WALK		SF			
	32-23	CONCRETE PLAYGROUND WALK		SF			
		PLAYGROUND SUBSURFACE DRAIN PIPE		LF			
		SOD: ZOYSIA GRASS		SF			

SECTION 012510 – PREBID SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 PROCEDURES FOR “PRE-BID APPROVAL”

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

END OF SECTION 012510

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's form.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section "Project Management and Coordination" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of ten percent of the Contract Sum.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Allowances: Provide a separate line item in the schedule of values for each allowance. Each item in the schedule of values and Applications for Payment shall be complete. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values.

6. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. List of Contractor's staff assignments.
5. Copies of building permits.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Initial progress report.
8. Report of preconstruction conference.
9. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Requests for Information (RFIs).
   2. Project meetings.
   3. Construction Schedule

B. Related Requirements:
   1. Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections which depend on each other for proper installation, connection, and operation.

   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule and provide a critical path schedule for completion of the project. The schedule shall be updated before each scheduled meeting. In the event of delays impacting the critical path schedule the Contractor shall make recommendations for corrective action.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product

Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   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 inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. 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 Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **10** days of receipt of the RFI response.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after Notice to Proceed.

1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. 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. Tentative construction schedule.
    b. Designation of key personnel and their duties.
    c. Procedures for processing field decisions and Change Orders.
    d. Procedures for RFIs.
    e. Procedures for testing and inspecting.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of record documents.
    j. Use of the premises and existing building.
    k. Work restrictions.
    l. Working hours.
    m. Owner's occupancy requirements.
    n. Responsibility for temporary facilities and controls.
    o. Construction waste management and recycling.
    p. Parking availability.
    q. Office, work, and storage areas.
    r. Equipment deliveries and priorities.
    s. Security.
    t. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at appropriate intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, 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 meeting 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 for next period.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:
1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Division 1 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Due to funding restrictions, the contractor is encouraged to submit long lead time items for review as soon as construction contract has been received in unexecuted form.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Submit submittals in pdf format by way of email except as stated below.
   1. Submit paper copies only when electronic pdf submittals cannot be submitted or when paper originals are specifically required.
      a. Paper copies required for Project Record Document, Operations and Maintenance Manuals or additional distribution shall be color copies when color is contained in the document.
      b. Shop drawings on sheets in excess of 11x17 inches shall be submitted in both electronic and non-electronic formats.
   2. Submit electronic submittals via email as PDF electronic files.
      a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
      b. Print and retain one copy as a Project Record Document. Make additional copies where copies are required for operation and maintenance manuals
   3. Number of Non-electronic Copies:
      a. Submit five copies, unless otherwise indicated. Architect will return annotated electronic data file or one marked and one unmarked paper copy.
      b. Mark-up and retain one returned copy as a Project Record Document. Make additional copies where copies are required for operation and maintenance manuals.
   4. Samples, color chips and other physical materials shall be submitted as indicated herein in the appropriate Article.
   5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures."
   6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
      a. For digital submittals provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
      b. For paper submittals provide a notarized statement on original paper copy certificates and certifications where indicated.
   7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
   a. Submit documents larger than 11 inches x 17 inches in both PDF electronic format and in paper format as described in Paragraph “General Submittal Procedure Requirements”.

D. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

E. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

F. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Submit subcontract list in the following format:
   a. PDF electronic file.

H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

L. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

N. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

R. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of

software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

D. Contractor’s action shall include the word “Approved” as part of the approval indication.

E. Submission of partial or incomplete submittal shall constitute the Contractor’s acceptance of responsibility for correcting construction or product non-compliances resulting from partial or incomplete submissions.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Action shall be marked as follows:

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial or incomplete submittals may be considered nonresponsive and may be returned without review.
   1. Review of partial or incomplete submittals shall constitute review of only that information submitted and not be considered acceptance of any subsequent submittal or data that may result in the original submittal becoming non-conforming.
   2. Conditions or construction non-compliances are the responsibility of the Contractor regardless of the review action taken by the Architect.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014010 – QUALITY CONTROL TESTING PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION OF SCOPE AND INTENT

A. The intent of this section is to establish quality control standards. Where trade industry standards exceed this section's content, the more stringent requirements shall be required.

1.2 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field Samples.

D. Mock-up.

E. Inspection and testing laboratory services to be provided by the Owner. All Testing to be coordinated with the Owner.

F. Contractor is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees, and services necessary for completion of work in this section.

G. Additionally, required quality control measures, testing and quantity of tests required are provided in technical specifications sections.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. The Architect may require that any or all materials, before use or after placing, items of equipment, or other items be tested, if in his opinion tests are necessary to assure that all material and construction operations are in compliance with the Plans and Specifications. All tests shall be performed by a reputable testing laboratory, subject to the approval of the Owner, and at the Contractor’s expense, unless specified otherwise in the Contract Documents.

B. The test requirements set forth hereinafter shall be the minimum required and if, in the opinion of the Architect, the materials or construction operations required for the prosecution of the work merit further tests or other testing procedures than those specified herewith, or if any deviation from the procedures set forth is considered necessary then such tests or procedures shall be performed as outlined above.

C. Materials or construction operations not listed hereinafter but of which tests are necessary in the opinion of the Architect to ensure compliance with the Plans and Specifications, shall be tested in accordance with a procedure as directed by the

Architect.

D. Where ASTM Specifications and serial numbers are stipulated, the reference shall be construed to be the specification and serial number as amended to date of opening Bids for the Contract, either as an adopted standard, an adopted tentative standard, or an adopted supplement. When the term "Federal Specifications," or "Federal Board Specifications," is cited, the reference shall be construed to mean the specification as modified by any amendments promulgated "Federal Board Specification" has been superseded by a date of opening Bids for the Contract, citation of such "Federal Board Specifications" shall be construed to mean the superseding "Federal Standard Specification".

E. The Contractor is not responsible for any “Special Inspections”. Special Inspections should be coordinated with the Architect and provided by the Owners.

1.4 QUALITY CONTROL

A. Quality control testing as outlined in the Project Documents is the responsibility of the Contractor and costs for same shall be included in the Project Base Bid price.

B. All test requirements per Division Two

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION 014010

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION OF SCOPE AND INTENT

A. The intent of this section is to provide guidelines for construction facilities standards and temporary controls. Where local codes or environmental authorities' requirements exceed the standards of this section, the contractor is to include the requirements of such authorities.

B. The General Contractor can use Owner’s water and sewer utilities necessary for construction.

C. The General Contractor shall be responsible for electrical power connection to the Owner’s existing electrical service necessary for construction.

1.2 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone and facsimile service, water, and sanitary facilities.

B. Temporary Controls: Barriers, Maintained enclosures and fencing, protection of the Work, and water control.

C. Construction Facilities: Progress cleaning, project signage, and temporary buildings.

D. Permits and Fees.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel and area of security fencing around construction.

B. Erosion- and Sedimentation-Control Plan: Erosion Control Plan.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless

of previously assigned responsibilities.

1.6 TEMPORARY ELECTRICITY

A. Provide temporary electric feeder from electrical service at location as directed.

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

C. Provide main service disconnect and over-current protection at convenient location.

D. Permanent convenience receptacles may be utilized during construction.

E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for of active work areas. Outlets shall be ground fault protected in wet or hazardous areas.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and adjacent properties from damage from construction operations.

B. Provide protection for plant life designated to remain. Replace damaged plant life.

C. Contractor shall protect non-owned vehicular traffic, stored materials, site and structures from damage.

D. Contractor is responsible for maintaining proper traffic control for public safety adjacent to the construction site.

E. Contractor shall furnish erect and maintain barricades, warning signs, lights and other traffic control devices in conformity with the Federal Highway Administration Manual on uniform traffic control. Devices for Streets and Highways.

1.8 FENCING

A. Construction: Contractor to provide security of construction materials and install fencing at site as required in order to control traffic, protect the public and/or materials. **Location of fencing shall be PRE-APPROVED.**

1.9 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Provide silting screen barricades at site run-off.

D. Contractor shall use Best Management Practices (BMP's) and is responsible for the construction and maintenance of erosion and sedimentation controls during construction for protection of adjacent properties, roadways, and waterways.

1.10 PROTECTION OF INSTALLED WORK

A. The Contractor shall notify the City/County Engineer prior to beginning work on City/County Right of Way (ROW).

B. Protect installed Work and provide special protection where specified in individual specification Sections.

C. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

D. Prohibit traffic from landscaped areas.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition with minimum weekly cleaning and haul-off of waste materials.

1.12 LOCATING AND/OR REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. It is the Contractor's sole responsibility to locate any and all buried utilities prior to the commencement of work. Contractor is responsible for buried utilities damaged by Contractor during construction.

B. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

C. Remove underground installations.

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

E. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

2.2 MATERIALS

A. Chain Link Fencing: Minimum 2-inch (50 mm), 0.148 inch (3.8 mm) thick, galvanized steel, chain link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2 3/8 inch (60 mm) OD line posts and 2 7/8 inch (73 mm) OD corner and pull posts with 1 5/8 inch (42 mm) OD top rails.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service overhead/underground unless otherwise indicated.
   2. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Cellular telephone service and e-mail to construction personnel must be provided at all times during working hours and other times when personnel are on site.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.2 SUPPORT FACILITIES INSTALLATION

A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
   1. Provide dust-control treatment that is nonpolluting and non tracking. Reapply treatment as required to minimize dust.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: For construction personnel use area designated and approved in the site plan referenced this Section, Item 1.3.

D. Project Signs: Provide Project sign. Unauthorized signs are not permitted.
   1. Identification Signs: Provide Project identification signs as included at end of this Section.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
      a. Provide temporary, directional signs for construction personnel and visitors.
   3. Maintain and touchup signs so they are legible at all times.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Perform progress cleaning every day of construction activity.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having

jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section "Closeout Procedures."

END OF SECTION 015000

SECTION 017000 – EXECUTION REQUIREMENTS

1.1 RELATED DOCUMENTS

PART 1 - GENERAL

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Scope of Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
3. All exposed underground utilities and service lines, whether existing or new as part of the project scope, shall be examined by consultant and owners representative prior to covering/ backfilling and shall be treated as a milestone for inspection.

B. Examination and Acceptance of Conditions: Before proceeding with each component of

the Work, examine substrates, areas, and conditions, with Installer or Applicator present where

indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. 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.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.

2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 017000

SECTION 017310 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.

C. Refer to other sections for other requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

A. Cutting and Patching Plan: Submit a proposal to the Architect, describing procedures at least 14 calendar days in advance of the time cutting and patching will initially be performed.
   1. Include the following information, as applicable:
      a. Description of the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
      b. Description of the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.
      c. List of products to be used and entities that will perform work.
      d. Dates and hours of operation when cutting and patching will be performed.
      e. Compatibility and cohesion characteristics of patching compounds with adjacent materials.
   2. Approval by the Architect to proceed with cutting and patching does not waive the right to later require complete removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
   1. The cutting and patching plan shall include but not be necessarily limited to work required at the following structural elements if they are present:
      a. Concrete walls.
      b. Structural concrete.
      c. Structural steel.
      d. Lintels.
      e. Miscellaneous structural metals.
      f. Equipment supports.
      g. Piping, ductwork, vessels and equipment.
      h. Structural systems of other construction

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or in increased maintenance or decreased operational life or safety.
   1. The cutting and patching plan shall include but not be necessarily limited to work required at the following operating elements or safety related systems if they are present:
      a. Primary operational systems and equipment.
      b. Air or smoke barriers.
      c. Water, moisture or vapor barriers.
      d. Membranes and flashings.
      e. Fire protection systems.
      f. Noise and vibration control elements and systems.
      g. Control systems.
      h. Communication systems.
      i. Conveying systems.
      j. Electrical wiring systems.
      k. Operating systems of other construction.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
   1. Engage a specialist who is specifically experienced in the work.
   2. The cutting and patching plan shall include but not be necessarily limited to work required at the following visual elements if they are present:
      a. Processed concrete finishes.
      b. Firestopping.
      c. Acoustical ceilings.
      d. Finished flooring.
      e. Carpeting.
      f. Aggregate wall.
      g. Wall covering.

1.4 EXISTING WARRANTIES

A. Replace, patching and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to avoid any existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials identical to existing materials to the maximum extent available.

B. For exposed surfaces, use materials that visually matching existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

3.4 CLEANING

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

B. Thoroughly clean piping, conduit and similar features before applying paint, restored pipe coverings, or other finishing materials.

END OF SECTION 017310

SECTION 017320 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:
   1. Demolition and removal of selected site elements.
   2. Repair procedures for selective demolition operations.

B. Definitions:
   1. Remove: Detach items from existing construction and legally dispose of them.
   2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
   3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
   4. Existing to Remain: Existing items of construction that are not to be removed.

1.2 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at Contractor's option.

1.3 SUBMITTALS

A. Proposed dust-control measures.

B. Proposed noise-control measures.

C. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition work, with starting and ending dates for each activity.
   2. Interruption of utility services.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Locations of temporary partitions and means of egress.
   5. Procedures to ensure uninterrupted progress of Owner's on-site operations.
   6. Coordination of Owner’s continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Photographs or Videotape: Before work begins, submit sufficiently detailed photographs or videotapes showing existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with NFPA 241 and ANSI A10.6.

C. Pre-Demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by demolition operations.

1.5 PROJECT CONDITIONS

A. The Contractor shall remove the existing items required for installation of New Work.

B. The Contractor shall remove and reinstall existing items required for the installation of New Work.

C. On-site storage or sale of removed items or materials will not be permitted.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

E. Fire Protection: Maintain fire-protection services during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Where available and appropriate for use, provide repair materials that are identical to existing materials.

B. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities to be removed have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When encountering unanticipated mechanical, electrical or structural elements that conflict with the intended function or design, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Owner's Representative.

D. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

E. Perform surveys as the selective demolition progresses to detect hazards resulting from the activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by authorities having jurisdiction.
   1. Provide not less than 5 working days' notice to the Owner's Representative if shutdown of service is required.

C. Utility Requirements:

   1. Owner will arrange to shut off utilities when requested by Contractor.
   2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit after bypassing.
   3. Do not start selective demolition work until utility disconnection and sealing have been completed and verified.
   4. Cap water piping below grade. Prepare for possible re-use. Mark off end of piping below grade.
   5. Cap waste piping below grade. Prepare for possible re-use. Mark off end of piping below grade.

3.3 PREPARATION

A. Dangerous Materials: Drain, purge or otherwise remove, collect and dispose of chemicals, gases, explosives, acids, flammables or other dangerous materials before proceeding with selective demolition operations.

B. Temporary Site Control: Remove debris and conduct demolition operations in a manner to ensure minimum interference with roads, streets, walks, walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct streets, walks, walkways, corridors, or other adjacent occupied or used facilities without permission from the Owner's Representative and authorities having jurisdiction.

C. Temporary Facilities: Conduct demolition operations in a manner to prevent injury to people and damage to adjacent building and facilities to remain. Provide for safe passage of people around selective demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies and covered passageways, where required for safety of persons.
2. Protect existing site improvements, appurtenances and landscaping to remain.

3. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.

D. Temporary Shoring: Provide and maintain shoring, bracing or other structural support to preserve stability and prevent movement, settlement or collapse of building to be selectively demolished. Strengthen or add new supports when required during the progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust Control: Use temporary enclosures and other suitable methods complying with governing environmental protection regulations to limit the spread of dust and dirt.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding or pollution.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Clean evidence of tracking by transport means on interior.

C. Cleaning: Clean adjacent structures and site improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete selective demolition within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically. Conduct work in an order that avoids transporting removed items and debris through areas with completed selective demolition work, and that allows for removal of items before supports for those items are removed in another area.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage adjoining construction to remain.

Use hand or small power tools designed for sawing or grinding, not for hammering and chopping, to minimize disturbance of adjacent surfaces. 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, and maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested and other dangerous or unsuitable materials, and promptly dispose of these materials off-site.
6. Lower removed structural framing members to ground by method suitable to avoid free fall and to prevent floor impact or dust generation.
7. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

B. Existing Facilities: Comply with building Owner’s regulations for using and protecting corridors, stairs, walkways, loading docks, building entries and other building facilities during selective demolition operations.

C. Disposal of Salvaged Items and Items to be Reinstalled:

1. Reinstallation: Where items are indicated to be removed and reinstalled, install the materials and equipment in locations indicated. Comply with installation requirements for new materials and equipment.
2. Delivery to Owner: Where items are indicated to be removed and salvaged, transport the materials and equipment to the area on-site designated by the Owner's Representative or indicated on the Drawings.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

E. Concrete: Demolish concrete in small sections. At junctures with construction to remain, cut concrete using power-driven masonry saw or hand tools; do not use power-driven impact tools.

3.6 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Finishes: Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

D. Wall Surfaces: Patch and repair wall surfaces in each space where demolished walls or partitions result in extending one finished area into another. Provide a flush and even surface of uniform color and appearance.

1. Closely match texture and finish of existing adjacent surface.
2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the patched surface has received primer and other specified undercoats.
4. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 017320

SECTION 017350 – SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      b. Requested substitution does not require extensive revisions to the Contract Documents.
      c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      d. Substitution request is fully documented and properly submitted.
      e. Requested substitution will not adversely affect Contractor's construction schedule.
      f. Requested substitution has received necessary approvals of authorities having jurisdiction.
      g. Requested substitution is compatible with other portions of the Work.
      h. Requested substitution has been coordinated with other portions of the Work.
      i. Requested substitution provides specified warranty.
      j. If requested substitution involves more than one contractor, requested

substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 017350

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Sections:
   1. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   2. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
   6. Submit test records.
   7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   8. Complete final cleaning requirements.
   9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
   2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS – NOT

USED PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."

END OF SECTION 017700

SECTION 017820 – OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. Related Sections include the following:
   1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
   3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
   4. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 QUALITY ASSURANCE

A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
   1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communications of essential data. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.

B. Instructions for the Owner’s Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner’s operation and maintenance personnel.

1.5 SUBMITTALS

A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
   1. Correct or modify each manual to comply with Architect's comments. Submit specified number of copies of each corrected manual within 15 days of receipt of Architect's comments.

1.6 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross- reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major

components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) 20 lb. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
6. Text Material: Where maintenance manuals require written materials, use manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specifically prepared data, neatly typewritten, per Item #4 above.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.
   6. Water outage.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 MANUAL CONTENT

A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls.

1. General system or equipment description.
2. Design factors and assumptions.
3. Copies of applicable shop drawings and product data.
4. System or equipment identification, including:
   a. Name of manufacturer.
   b. Model number.
   c. Serial number of each component.
5. Operating instructions.
6. Emergency instructions.
7. Wiring diagrams,
8. Inspection and test procedures.
9. Maintenance procedures and schedules.
10. Precautions against improper use and maintenance.
11. Copies of warranties.
12. Repair instructions including spare parts listing.
13. Sources of required maintenance materials and related services.
14. Manual Index.
15. Material Safety Data Sheets (MSDS) for products and materials.

B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page, a table of contents, copies of product data, supplemented by drawings and written text, and copies of each warranty, bond and service contract issued.

1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
   a. Subject matter covered by the manual.
   b. Name and address of the Project.
   c. Date of submittal.
   d. Name, address and telephone number of the Contractor.
   e. Name and address of the Architect.
   f. Cross-reference to related systems in other operation and maintenance manuals.
2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
   a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local

source for replacement parts and equipment.

4. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.

5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
    a. Do not use original project record documents as part of operation and maintenance manuals.
7. Warranties, Bonds and Service Contracts: Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

2.5 MATERIAL AND FINISHES MAINTENANCE MANUAL

A. Submit 3 copies of each manual, in final form, on material and finishes to the Architect for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
    1. Refer to individual specification sections for additional requirements on care and maintenance of materials and finishes.

B. Architectural Products: Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
    1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
        a. Manufacturer's catalog number.
        b. Size.
        c. Material composition.
        d. Color.
        e. Texture.
        f. Reordering information for specially manufactured products.
    2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning

agents and methods that could detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.

C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
   1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
      a. Applicable standards.
      b. Chemical composition.
      c. Installation details.
      d. Inspection procedures.
      e. Maintenance information.
      f. Repair procedures.

2.6 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

A. Submit 6 copies of each manual, in final form, on equipment and systems to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
   1. Refer to individual specification sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.

B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system and each electric or electronic system.
   1. Description: Provide a complete description of each unit and related component parts, including the following:
      a. Equipment or system function.
      b. Operating characteristics.
      c. Limiting conditions.
      d. Performance curves.
      e. Engineering data and tests.
      f. Complete nomenclature and number of replacement parts.
   2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
      a. Printed operation and maintenance instructions.
      b. Assembly drawings and diagrams required for maintenance.
      c. List of items recommended to be stocked as spare parts.
   3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
      a. Routine operations.
      b. Troubleshooting guide.
      c. Disassembly, repair and reassembly.
      d. Alignment, adjusting and checking.
   4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
      a. Startup procedures.
      b. Equipment or system break-in.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.

e. Instructions on stopping.
f. Shutdown and emergency operating instructions.
g. Summer and winter operating instructions.
h. Required sequences for electric or electronic systems.
i. Special operating instructions.

5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
   a. Provide as-installed, color-coded, piping diagrams, where required for identification.
8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
9. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
   a. Electric service.
   b. Controls.
   c. Communication.

2.7 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment and systems. Provide instruction at mutually agreed upon times.
   1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
   2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017820

SECTION 017830 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two sets of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

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

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Engineer.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017830

SECTION 020700 – SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected site elements.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 2 Section "Site Clearing" for site clearing and removing above- and below-grade improvements.
   2. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the Owner's property.

B. Existing 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 then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.

B. Inventory of items to be removed by Owner

C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued by selective demolition

operations.

1.6 PROJECT CONDITIONS

A. Owner will occupy portions of park immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

B. Storage or sale of removed items or materials on-site will not be permitted.

1.7 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.8 WARRANTY

A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
   1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and

extent of the conflict. Promptly submit a written report to the Architect.

3.2 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
      a. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.

3.3 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, park facilities, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
   1. Erect temporary protection, such as walks, fences, railings, as required.
   2. Protect existing site improvements, appurtenances, and landscaping to remain.
   3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
   1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
   2. Return elements of construction and surfaces to remain to condition existing

before start of selective demolition operations.

3. Demolish concrete footings, pavement, walks and basketball court.
4. Remove portions of chain-link and concrete footings - foundations

B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

C. Break up and remove concrete slabs on grade, unless otherwise shown to remain.

3.6 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials. Burning of any nature on site is prohibited.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

A. Sweep adjacent walkways, streets and other areas broom clean on completion of selective demolition operation.

3.9 SELECTIVE DEMOLITION SCHEDULE

A. Remove items indicated on the drawings.

B. Remove, salvage, reconstruct and reinstall the items indicated on the drawings.

END OF SECTION 020700

SECTION 022300 – SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Protecting existing trees and vegetation to remain.
   2. Removing trees and other vegetation.
   3. Clearing and grubbing.

B. Related Sections include the following:
   1. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
   2. Division 2 Section “site clearing” for site for site clearing and removing above and below grade improvements.

1.3 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.4 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

1.5 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written Permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated or directed to remain by the Landscape Architect.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
4. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.4 DISPOSAL

A. Disposal: Remove and legally dispose of any surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

END OF SECTION 022300

SECTION 023000 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
   2. Subbase course for concrete walks and pavements.

1.3 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

B. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

C. Excavation: Removal of material encountered above subgrade elevations.

D. Fill: Soil materials used to raise existing grades in lawns and areas not requiring excessive compaction.

E. Select Fill: Structural fill for use under walks and paved areas.

F. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

G. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Landscape Architect's written permission.
   3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soil materials sufficient to satisfactory complete required grading are available from excavated material and suitable for compaction requirements.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork 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.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

3.4 EXCAVATION FOR WALLS AND OTHER STRUCTURAL ELEMENTS

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR CONCRETE PAVEMENT

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

3.7 APPROVAL OF SUBGRADE

A. Notify Landscape Architect when excavations have reached required subgrade.

B. If Landscape Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

3.8 UNATHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Landscape Architect.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile soil materials if required without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of

3.10 BACKFILL

A. Place and compact backfill in excavations promptly.

3.11 UTILITY TRENCH BACKFILL

A. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

B. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

C. Place and compact final backfill of satisfactory soil material to final subgrade.

3.12 FILL

A. Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Place and compact fill material in layers to required elevations.

3.13 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill material on surfaces that are muddy.
   2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing sub grade and each layer of backfill or fill material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
   3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Lawn or Unpaved Areas: Plus or minus I inch.
   2. Pavements: Plus or minus 1/2 inch.

3.16 SUBBASE AND BASE COURSES

A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
   1. Place base course material over subbase.
   2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
   3. Shape sub base and base to required crown elevations and cross-slope grades.
   4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: The contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing although testing is not anticipated for earthwork operations.

B. Contact testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Landscape Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove and legally dispose of surplus waste material, including soil, trash, and debris off Owner's property.

END OF SECTION 023000

SECTION 025130 - ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide Asphaltic concrete paving as shown and specified. The work includes:

1. Final subgrade preparation and paving base.
2. Pickleball court paving.

B. Related work:

1. Section 02200: Earthwork
2. Section 02751: Cement Concrete Pavement
3. Section 02462: Pickleball Court Surfacing

1.2 QUALITY ASSURANCE

A. Comply with Section 02000 requirements.

B. Testing and inspection: Performed by a qualified independent testing laboratory.

C. City to provide and pay for testing and inspection during paving operations. Laboratory and inspection service shall be acceptable to the Landscape Architect.

D. Materials and methods of construction shall comply with the following standards:

1. Alabama State Highway Department Standard Specifications for Highways and Bridges, latest edition.
2. American Society for Testing and Materials, (ASTM).
3. American Association of State Highway and Transportation Officials, (AASHTO).
4. Asphalt Institute, (AI)
5. National Crushed Stone Association, (NCSA).
6. International Slurry Seal Association, (ISSA).

E. Provide material furnished by a bulk asphaltic concrete producer regularly engaged in the production of hot-mix, lot-laid asphaltic concrete paving materials.

F. Tolerances:

1. In-place compacted thickness:
   a. Base Course: Plus or minus ½ in.
   b. Surface course: Maximum ¼” plus, minus 0”.

2. Finished surface smoothness:
   a. Surface course: Maximum 1/8” in 10’-0”, any direction.
   b. Base Course: ¼” in.

1.3 SUBMITTALS

A. Product data:

1. Submit mix design on asphalt for approval.
2. Submit herbicide product data.

B. Submit reports for testing and inspection of the following:

1. Subgrade surfaces.
2. Base materials.
3. Surface materials.
4. Compaction operations.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver manufactured products in manufacturer's original, unopened, and undamaged containers with labels intact and legible.

B. Store and handle manufactured products to prevent damage and deterioration.

1.5 PROJECT CONDITIONS

A. Weather limitations:

1. Do not install base course materials over wet or frozen subgrade surfaces.
2. Do not apply prime and tack coat materials when temperature is 50 degrees F or below. Do not apply to wet base surface.

B. Grade control: Establish and maintain the required lines and grades, including crown, inverted crown, and cross-slopes, for each course during paving operations.

C. Provide temporary barricades and warning lights as required for protection of project work and public safety.

D. Protect adjacent work from damage, soiling, and staining during paving operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Subgrade fill: In accordance with Section 02300: Earthwork.

B. Aggregate base surface courts: In accordance with Section 02300: Earthwork.
1. 6" crushed aggregate Base Course (ALDOT Section 825B) compacted to 100% standard Density.

C. Soiler sterilizer: Granular weed growth inhibiting type herbicide, labeled for use under asphaltic concrete pavement surfaces. Material shall not damage trees and plants adjacent to pavement surfaces.

D. Asphalt: Conform to Alabama Highway Department specification Section 429A Hot Bitumous Pavement and 429B Bituminous Binder. All aggregates, fine (sand type) and course shall be crushed stone (limestone) free of gravel, sand, and iron pyrites and conforming to Section 801.03. Submit mix design for approval.

E. Pickleball court surface: See Section 02462 for pickleball court surfacing.

F. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack and mildew.

2.2 EQUIPMENT

A. Paving equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and thickness shown.

B. Compacting equipment: Self-propelled rollers, minimum 10-ton weight.

C. Hand tools: Rakes, shovels, tampers, and other miscellaneous equipment required to complete the work.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine subgrades and installation conditions. Do not start asphaltic concrete paving work until unsatisfactory conditions are corrected.

3.2 INSTALLATION: GENERAL

A. Comply with Asphaltic Institute (AI) MS-3 Asphalt Plant Manual for material storage, control and mixing, and for plant equipment and operation.

B. Transport asphaltic concrete mixtures from the mixing plant to the project site in trucks with tight, clean compartments.

3.3 INSTALLATION: SURFACE MATERIALS

A. Remove loose and foreign material from compacted base immediately before application of surface materials. Do not start surface work until all other work which may damage the finish surface is completed.

B. Apply herbicide at manufacturer’s recommended rates.

C. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
   1. Protect paving geotextile from traffic and other damage and place overlay paving the same day.

D. Install asphaltic material in one course, total compacted depth of not less than 2.5". Apply in a north/south direction.

E. Place materials in strips not less than 10'-0" wide. After the first strip has been placed and rolled, place all succeeding strips and extend rolling to overlap previous strips.

F. Carefully make joints between old and new pavements, and between successive day's work, to ensure a continuous bond between adjoining work. Construct joints to have the same texture, density, and smoothness as other sections of the asphalt concrete course.

G. Begin rolling operations when the asphalt concrete mixture will bear the weight of the roller without excessive displacement.

H. Perform breakdown, second and finish rolling until the asphalt concrete mixture has been compacted to the required surface density and smoothness. Continue rolling until all roller marks are eliminated. Provide a smooth compacted surface true to thickness and elevations required.

I. After final rolling, do not permit vehicular traffic on to the pavement.

J. Protect newly placed material form traffic by barricades or other suitable methods acceptable to the Landscape Architect.

3.4 FIELD QUALITY CONTROL

A. Provide field quality control testing and inspection during asphaltic concrete paving operations.

B. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist Test Agency and their representatives in execution of their function.

C. Before constructing base course, field verify subgrade surfaces are adequate and meet or exceed design bearing values.

D. Coordinate laboratory tests on asphalt pavement mixes to determine compliance with specified requirements.

E. Coordinate tests for aggregate base for each course for each day's work.

F. Test in-place asphalt base course and surface courses for compliance with density and thickness. Take not less than 4" diameter pavement specimens of each completed course. Repair test specimen holes to match adjacent work.

1. Average density of in-place material: Equal to or greater than 97%, with no individual determination less than 95% of average density of laboratory specimens.
2. Perform 1 test for density for each course for each day's work.
3. Thickness: Make 1 test (minimum) for each 2,500 sq. ft. of each type of paving.

G. Test for surface smoothness with 10'-0" straight-edge. Deficient areas shall be defined, removed, and replaced, or adjusted to design thickness by methods acceptable to the Landscape Architect.

H. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, remove defective materials, install new materials, and retest at contractor's expense, as directed by the Landscape Architect.

3.5 PROTECTION

A. Protect paving from damage due to construction and vehicular traffic until final acceptance.

3.6 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations.

END OF SECTION 025130

SECTION 0275100 - CEMENT CONCRETE PAVEMENT

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. This Section includes colored-textured exterior cement concrete pavement for the following:
   1. Walkways
   2. Sidewalks
   3. Paving Areas

B. Related Sections include the following:

   1. Division 2 Section “Earthwork” for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Submit name of concrete plant meeting qualifications listed below:

B. Design mixes and material certificates will not be required, provided that concrete materials are provided by approved concrete plant. Concrete must pass all strength testing.

1.5 INFORMATIONAL SUBMITTALS

A. Installer Qualifications: An experienced installer who has completed concrete pavement work similar in material, design, size, and scope to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance with a minimum of 5 years experience.

B. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

D. Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 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.
   1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.

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.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.
   1. Fly Ash: ASTM C 618, Class F or C.
   2. Ground Granulated Blast- Furnace slag: ASTM C 989, Grade JOO or 120

C. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
   1. Maximum Aggregate Size: 1 inch nominal.
   2. Do not use fine or coarse aggregates containing substances that cause spalling.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed

D. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type II, ½ to 1” (13 to 25mm) long.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Proportion mixes to provide concrete with the following properties:
   1. Compressive Strength (28 Days): 3000 psi or as noted in drawings.
   2. Maximum Water-Cementitious Materials Ratio: 0.50.
   3. Slump Limit: 4 inches.

C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.

D. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.
   1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Synthetic Fiber: Uniformly dispense in concrete mix at manufacturer's recommended rate but not less than 1.5 lb/cuyd.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement 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.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
   1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated 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 fabric 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.

3.4 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 pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated.
2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips or eurathane joints, as indicated when paving, abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of **50 feet** unless otherwise indicated.
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.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints as detailed.
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
   1. Radius: 1/4 inch or as noted on drawings.

3.5 CONCRETE PLACEMENT

A. Inspection Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast-in.

B. 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.

C. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

D. Do not add water to concrete during delivery, at Project site, or during placement.

E. 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.

F. Consolidate concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

   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.

G. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
   1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Landscape Architect.

H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

I. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) 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.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water 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.
1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide uniform, fine-line texture directions of bromming across walks or as noted on drawings.
2. Smooth, steel-trunel, surface adjacent to joints as noted on drawings.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. 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 (1 kg/sq. m 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.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.

b. Continuous water-fog spray.
c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

3.8 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 1/4 inch
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: The contractor will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Assist with the taking of samples and preparation of test cylinders.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not comply with requirements in this Section.

B. Drill test cores, where directed by the Landscape Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 0275100

SECTION 029000 – LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Trees.
   2. Plants.
   3. Lawns.
   4. Topsoil and soil amendments.
   5. Fertilizers and mulches.
   6. Stakes and guys.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 2 Section "Earthwork" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
   1. Manufacturer's certified analysis for standard products.
   2. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

C. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.
   1. Analysis of imported topsoil.

D. Planting schedule indicating anticipated dates and locations for each type of planting.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

B. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

C. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce satisfactory topsoil.

D. Measurements: Measure trees and shrubs 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 above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

B. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing."

C. Trees and Shrubs: Deliver freshly dug trees and shrubs. Do not prune before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.

D. Handle balled and burlapped stock by the root ball.

E. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.7 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.8 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: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
1. Trees.
2. Shrubs

C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.

D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

E. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

1.9 TREE AND SHRUB MAINTENANCE

A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings. Maintain trees and shrubs for the following period:

1. Maintenance Period: 30 days following Substantial Completion.

1.10 LAWN MAINTENANCE

A. Maintain newly sodded lawn areas by watering, weeding, mowing, fertilizing, and other operations as required to establish healthy, viable turf for the following period:
   1. Maintenance Period: 30 days following Substantial Completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

2.2 SHADE AND FLOWERING TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
   1. Branching Height: 1/3 to 1/2 of tree height.

B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:
   1. Form: Multistem, shrub, with multiple stems.

C. Provide container-grown trees as indicated.
   1. Balled and burlapped trees will be acceptable in lieu of container-grown trees subject to meeting ANSI Z60.1 limitations for container stock and prior approval by Landscape Architect.

2.3 GRASS MATERIALS

A. Sod: Certified turfgrass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, and texture of the following turfgrass species, strongly rooted, and capable of vigorous growth and development when planted.
   1. Species: Provide sod of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on the drawings.

2.4 TOPSOIL

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch or larger in any dimension, and other extraneous materials harmful to plant growth.
   1. Topsoil Source: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.5 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.
   1. Provide lime in the form of dolomitic limestone.

B. Aluminum Sulfate: Commercial grade, unadulterated.

C. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.

D. Perlite: Horticultural perlite, soil amendment grade.

E. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

F. Peat Humus: For acid-tolerant trees and shrubs, provide moss peat, with a pH range of 3.2 to 4.5, coarse fibrous texture, medium-divided sphagnum moss peat or reed-sedge peat.

G. Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
   1. When site treated, mix with at least 0.15 lb of ammonium nitrate or 0.25 lb of ammonium sulfate per cu. ft. of loose sawdust or ground bark.

H. Herbicides: EPA registered and approved, of type recommended by manufacturer.

I. Water: Potable.

2.6 FERTILIZER

A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

C. 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-form, phosphorous, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

D. Slow-Release Fertilizer: Granular 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 soil-testing agency.

2.7 MULCHES

A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:
   1. Type: Shredded Bark Mulch Approved by Owner

2.8 STAKES AND GUYS

A. Anchors: Aluminum-alloy triangular arrowhead anchors (4 inches by 3-3/4 inches) with 1/2 inch by 3/4 inch round opening at top.

B. Guy Lines: Flat woven, UV resistant, 3/8 inch by 15 feet polypropylene guy line with 600-pound break strength.

C. Tension Bar: Adjustable tension bar with round openings at each end.

2.9 MISCELLANEOUS MATERIALS

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 instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Landscape Architect's acceptance before the start of planting work. Make minor adjustments as may be required.

3.3 PLANTING SOIL PREPARATION

A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
   1. A "Planting Soil Amendments Schedule" as indicated on the drawings.

C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.

D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
   1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.
   2. Apply phosphoric acid fertilizer, other than that constituting a portion of complete fertilizers, directly to subgrade before applying planting soil and tilling.

3.4 SOD PLANTING PREPARATION

A. Limit subgrade preparation to areas that will be planted in the immediate future.

B. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.

C. Spread topsoil mixture to minimum of 4” depth and as required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
   1. Place approximately 1/2 the thickness of topsoil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
   2. Allow for sod thickness in areas to be sodded.

D. Grade sod areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.

E. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.5 EXCAVATION FOR TREES AND SHRUBS

A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
   1. Balled and Burlapped Trees and Shrubs: Excavate approximately 1-1/2 times as wide as ball diameter and equal to ball depth, plus the following setting layer depth:
      a. Setting Layer: Allow 6 inches of planting soil.
   2. Container-Grown Trees and Shrubs: Excavate to container width and depth, plus the following setting-layer depth:
      a. Setting Layer: Allow 6 inches of planting soil.

B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
   1. Hardpan Layer: If encountered, drill 6-inch- diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.6 PLANTING TREES AND SHRUBS

A. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
   1. Carefully remove containers so as not to damage root balls.
   2. Place stock on setting layer of compacted planting soil.
   3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

B. Dish and tamp top of backfill to form a 3-inch- high mound around the rim of the pit. Do not cover top of root ball with backfill.

3.7 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 directed by Landscape Architect, do not cut tree leaders; remove only injured or dead branches

from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.

3.8 TREE AND SHRUB GUYING AND STAKING

A. Upright Staking and Tying: Stake trees of 2-inch through 4-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a minimum of 3 arrowhead anchors to penetrate at least 12-inches to 18-inches below bottom of backfilled excavation. Set anchors and space to avoid penetrating balls or root masses. Support trees with 3 strands of guy line wrapped around the tree trunk just above the lowest established branch. Secure each guy line through a tension bar (one per guy line) and pull taut for any slack. Allow enough slack to avoid rigid restraint of tree.

B. Guying and Staking: Guy and anchor trees exceeding 14 feet and more than 3-inch caliper unless otherwise indicated. Securely install no fewer than 3 anchors and 3 guy lines pulled taut through 3 tension bars.

3.9 PLANTING GROUND COVER AND PLANTS

A. Space ground cover and plants as indicated.

B. Space ground cover and plants not more than 24 inches apart.

C. Dig holes large enough to allow spreading roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indention around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

3.10 MULCHING

A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

B. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
   1. Thickness: 3 inches.

3.11 SODDING

A. Lay sod within 24 hours of stripping. Do not lay sod if dormant or if ground is frozen.

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.

C. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below the sod.

3.12 INSTALLATION OF MISCELLANEOUS MATERIALS

A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.
   1. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

3.13 CLEANUP AND PROTECTION

A. During landscaping, keep pavements clean and work area in an orderly condition.

B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 029000

SECTION 033000 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies cast-in place concrete, reinforcement, concrete materials, mix design, placement procedures, and finished for the following:
   1. Footings
   2. Foundation Walls
   3. Slabs-on-grade
   4. Vehicular concrete
   5. Splash Pad

B. Contractor shall engage and pay for concrete testing.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

   1. Indicate amounts of mix water to be withheld for later addition at Project site.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:

   1. Cementitious materials and aggregates.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing materials.

5. Bonding agents.
6. Adhesives.
7. Repair materials.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

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. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.
2. Furnish ties that, when removed, will leave holes not larger than 1 inch (25 mm) in diameter in concrete surface.

2.2 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I/II.

1. Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
1. Nominal Maximum Aggregate Size: 1 inch (25 mm).

C. Water: Potable and complying with ASTM C 94.

2.3 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water- soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

F. Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed. Fiber Reinforcement: Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb/cu.yd.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

F. Products: Subject to compliance with requirements, provide one of the following:

1. Clear, Waterborne, Membrane-Forming Curing Compound:
   a. BASF Construction Chemicals - Building Systems; Kure-N-Seal WB.
   b. ChemMasters; Safe-Cure & Seal 20.
   c. Conspec by Dayton Superior; Cure and Seal WB.
   d. Dayton Superior Corporation; Safe Cure and Seal (J-18).
   e. Edoco by Dayton Superior; Spartan Cote WB II.
   f. Euclid Chemical Company (The), an RPM company; Aqua Cure VOX; Clearseal WB 150.
   g. Lambert Corporation; Glazecote Sealer-20.
   h. L&M Construction Chemicals, Inc.; Dress & Seal WB.
   i. Meadows, W. R., Inc.; Vocomp-20.
   j. Metalcrete Industries; Metcure.
   k. Symons by Dayton Superior; Cure & Seal 18 Percent E.
   l. Vexcon Chemicals, Inc.; Starseal 309.

2. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:

   a. BASF Construction Chemicals - Building Systems; Kure 1315.
   b. ChemMasters; Polyseal WB.
   c. Conspec by Dayton Superior; Sealcure 1315 WB.
   d. Edoco by Dayton Superior; Cureseal 1315 WB.
   e. Euclid Chemical Company (The), an RPM company; Super Diamond Clear VOX; LusterSeal WB 300.
   f. Lambert Corporation; UV Safe Seal.
   g. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
   h. Meadows, W. R., Inc.; Vocomp-30.
   i. Metalcrete Industries; Metcure 30.
   j. Symons by Dayton Superior; Cure & Seal 31 Percent E.
   k. Vexcon Chemicals, Inc.; Vexcon Starseal 1315.

2.5 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements.

2.6 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 20 percent.

D. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
1. Air Content: 2 percent – 4 percent

E. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

F. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) 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.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116 and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3 mm).
2. Class C, 1/2 inch (13 mm).

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.

1. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 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. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Locate joints for slabs in the middle third of spans.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing

actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

F. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to 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.

3.5 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.

1. Apply to concrete surfaces exposed to view .

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.6 MISCELLANEOUS CONCRETE ITEMS

A. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing. Any damage done to concrete prior to curing, by way of construction debris, natural debris, inadequate protection from wildlife and human traffic, and improper security from vandalism shall be repaired as a contractor responsibility.

B. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, and other surfaces, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Apply number of coats as recommended by manufacturer. Recoat areas subjected to rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to 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.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) 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 in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. 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 will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include 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.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with

patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage and pay for a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
7. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens

at 7 days and two at 28 days.

C. Strength of each concrete mix 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 (3.4 MPa).

D. Test results shall be reported in writing to 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 mix 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 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 Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

G. Test results must be delivered to and accepted by the consultant and owners representative prior to substantial completion.

END OF SECTION 03300

SECTION 079200 – JOINT SEALANTS

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. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.

B. Related Requirements:

1. Section 088000 "Glazing" for glazing sealants.
2. Section 092900 "Gypsum Board" for sealing perimeter joints.
3. Section 093000 "Tiling" for sealing tile joints.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. 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.

D. 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.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer

1.6 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.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: **Five** years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Correct defective work within a five-year period after Date of Substantial Completion.
2. Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, 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.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Colors of Exposed Joint Sealants **As selected by Architect from manufacturer's full range**.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.

2.3 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.

1. Non-Sag Joint Sealant.
2. Not expected to withstand continuous water immersion or traffic.
3. Movement Capability: Plus and minus 50 percent, minimum.
4. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.

5. Color: Match adjacent finished surfaces.
6. Manufacturers:
    a. Dow Corning Corporation; 790 Silicone Building Sealant: www.dowcorning.com/construction.
    b. Pecora Corporation; 890NST Ultra Low Modulus Architectural Silicone Sealant Class 100: www.pecora.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

C. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

2.4 URETHANE JOINT SEALANTS

A. Single or Multicomponent not expected to withstand continuous water immersion.

1. Color: Match adjacent finished surfaces.
2. Manufacturers:
    a. Pecora Corporation; DynaTrol I-XL General Purpose One Part Polyurethane Sealant: www.pecora.com.
    b. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T and NT.

2.5 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

1. Non-Sag Joint Sealant.
2. Color: White.
3. Manufacturers:
    a. Pecora Corporation; 898NST Sanitary Silicone Sealant - Class 50: www.pecora.com.
    b. Sika Corporation; Sikasil GP: www.usa-sika.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability,

nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

2.6 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.7 EPOXY JOINT SEALANTS

A. Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.

B. Composition: Multicomponent, 100 percent solids by weight.

C. Hardness: Minimum of 85 (Shore A) or 35 (Shore D), when tested in accordance with ASTM D2240 after 7 days.

D. Joint Width, Minimum: 1/8 inch.

E. Products:

1. Dayton Superior Corporation; Pro-Poxy P606: www.daytonsuperior.com.
2. Nox-Crete; DynaFlex 502: www.nox-crete.com
3. W.R. Meadows, Inc; Rezi-Weld Flex: www.wrmeadows.com.
4. Substitutions: See Section 016000 - Product Requirements.

2.8 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, Grade NF, ASTM C 834.

1. Type OP for opaque sealants containing color or extended pigments and Type C for clear or translucent sealants.

2. Single component, non-staining, non-bleeding, non-sagging, not intended for exterior use.
3. Color: Standard colors matching finished surfaces.
4. Manufacturers:
   a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant: www.pecora.com.
   b. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin- williams.com.
   c. Substitutions: See Section 016000 - Product Requirements.

2.9 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, **Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated**, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.10 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

1. Verify that backing materials are compatible with sealants.
2. Verify that backer rods are of the correct size.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
    d. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.
    c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by 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.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install sealant backings of kind indicated to support 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 sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet 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.

G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below 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 sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
4. Provide flush joint profile at **locations indicated on Drawings** according to Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at **locations indicated on Drawings** according to Figure 8C in ASTM C 1193.
    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. 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, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Construction joints in cast-in-place concrete.
   b. Joints between plant-precast architectural concrete units.
   c. Joints in exterior insulation and finish systems.
   d. Joints between metal panels.
   e. Joints between different materials listed above.
   f. Perimeter joints between materials listed above and frames of **doors**, **windows and louvers**.
   g. Control and expansion joints in **ceilings and other overhead surfaces**.
   h. Other joints as indicated on Drawings.

2. Joint Sealant: **Silicone, nonstaining, S, NS, 50, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation joints in cast-in-place concrete slabs.
   b. Control and expansion joints in tile flooring.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Urethane, S, P, 25, T, NT**].
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**].

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Tile control and expansion joints.
   c. Vertical joints on exposed surfaces of **unit masonry**, **concrete**, **walls and partitions**.

d. Joints on underside of plant-precast structural concrete **beams and planks**.
e. Other joints as indicated on Drawings.

2. Joint Sealant: **Urethane, S, NS, 25, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.

1. Joint Locations:
   a. Control joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints between interior wall surfaces and frames of **interior doors**, **windows and elevator entrances**.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Acrylic latex**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   b. Tile control and expansion joints where indicated.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Silicone, mildew resistant, acid curing, S, NS, 25, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

F. Joint-Sealant Application: Concealed mastics.

1. Joint Locations:
   a. Aluminum thresholds.
   b. Sill plates.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Butyl-rubber based**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

END OF SECTION 079200

SECTION 221116 – DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 Related Documents:

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

B. Division 22 Common Work Results for Plumbing sections apply to work of this section.

C. Extent of domestic water piping work is indicated on drawings and schedules, and by requirements of this section.

D. Refer to appropriate Division 2 sections for exterior domestic water piping (not work of this section unless noted).

E. Refer to other Division 22 sections for insulation of domestic water piping (not work of this section).

F. Refer to other Division 22 sections for excavation and backfill required in conjunction with domestic water piping.

1.2 Codes and Standards: Comply with applicable portions of Uniform Plumbing Code pertaining to selection and installation of plumbing materials and products. Comply with local utility requirements.

A. Any material or equipment used in any potable water system intended for human consumption, including inline devices (i.e. valves, fittings, pumps, meters) and end point devices (ie. drinking water fountains, faucets, ice makers, supply stops, control valves for dispensing), shall be certified “lead-free” in accordance with NSF/ANSI 61.

1.3 Approval Submittals:

A. Product Data: Submit manufacturer’s product data for:

1. Valves.
2. Balancing valves.
3. Dielectric unions.
4. Strainers.
5. Hose bibbs.
6. Wall hydrants.
7. Backflow preventers.
8. Pressure reducing valves.
9. Pressure regulating valves.
10. Meters and gauges.

11. Relief valves.
12. Water hammer arrestors.
13. Trap primers.
14. Access doors.

1.4 Test Reports and Verification Submittals:

A. Backflow Preventer Test Report: Submit Test Report for each backflow preventer.

B. Disinfection: Submit report by Health Department.

1.5 O&M Data Submittals: Submit a copy of all approval submittals. Submit maintenance data and parts list for valves, backflow preventers, pressure regulating valves, trap primers. Include in O&M Manual.

PART 2 - PRODUCTS

2.1 General: Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, temperature ratings, and capacities as indicated. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide materials and products complying with Uniform Plumbing Code where applicable. Provide sizes and types matching pipe materials used in potable water systems. Where more than one type of materials or products is indicated, selection is Installer's option.

2.2 Basic Identification: Provide identification complying with Division 22 Common Work Results for Plumbing section “Plumbing Identification”. Provide manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct burial service; not less than 6" wide x 4 mils thick. Provide blue tape with black printing reading "CAUTION WATER LINE BURIED BELOW".

2.3 Basic Pipes and Pipe Fittings: Provide pipes and pipe fittings in accordance with the following listing:

A. Interior Water Piping:

1. Above Grade: ASTM B88 copper tube, Type L, hard-drawn temper with ANSI B16.29 wrought-copper fittings and soldered joints.

2. Below Grade: ASTM B88 copper tube, Type L, soft-annealed temper; no joints below floor.

B. Exterior Water Piping:

1. Copper Tube: ASTM B88, Type L, hard-drawn temper with ANSI B16.29 wrought-copper fittings and soldered joints.

2. Polyvinyl Chloride Pipe (PVC): ASTM D1785 Schedule 40 or Schedule 80 with ASTM D2466 Schedule 40 socket or ASTM D2467 Schedule 80 socket fittings and solvent cement joints.

C. Soldered Joints: Tin-Antimony (95-5) solder, ASTM B32, Grade 95TA.

2.4 Sleeves and Sleeve Seals: Provide sleeves and sleeve seals complying with Division 22 Common Work Results for Plumbing section “Sleeves and Sleeve Seals”.

2.5 Basic Hangers and Supports: Provide hangers and supports complying with Division 22 section "Hangers and Supports".

2.6 Interior Valves: Provide valves complying with Division 22 Common Work Results for Plumbing section “Valves” and the following list:

A. Sectional and Shutoff Valves: Type GA1, GA2, GA3, BA1, BA2.

B. Drain Valves: Type GA1, GA2, BA1, BA2.

C. Throttling Valves: Type GL1, GL2, GL6, BA1, BA2.

D. Check Valves: Type CK1, CK2, CK3.

2.7 Exterior Valves: Provide as indicated, gate valves, AWWA C500, 175 psi working pressure. Provide threaded, flanged, hub, or other end configurations to suit size of valve and piping connections. Provide inside screw type for use with curb valve box, iron body, bronze-mounted, double disc, parallel seat, non-rising stem. Clow Corp., Dresser Mfg., Fairbanks Co., Kennedy, Stockham.

2.8 Balancing Valves: Provide balancing valves as indicated, of one of the following types:

A. Threaded Ends 2" and Smaller: Class 125, copper alloy, bronze plug, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

B. Soldered Ends 2" and Smaller: Class 125, copper alloy, bronze plug, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

C. Flanged Ends 2-1/2" and Larger: Class 125, ductile or cast iron body with fusion bonded epoxy coating, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

D. Acceptable Manufacturers: Subject to compliance with requirements, provide balancing valves by Apollo Valves, Bell & Gossett, IMI-TA/Victaulic, Taco, or approved equal.

2.9 Dielectric Unions: Provide standard products recommended by manufacturer for use in service indicated, which effectively isolate ferrous from non-ferrous piping (electrical conductance), prevent galvanic action, and stop corrosion.

2.10 Low Pressure Y-Type Pipeline Strainers:

A. General: Provide strainers full line size of connecting piping, with ends matching piping system materials. Provide Type 304 stainless steel screens. Select for 200 psi working pressure (water, oil or gas). Provide 20 mesh screens through 2" size and 1/16" perforations for 2-1/2" size and larger.

B. Select from the following types:

1. Threaded Ends, 2" and Smaller: Cast-iron body, screwed screen retainer with centered blowdown fitted with pipe plug.

2. Threaded Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blowdown fitted with pipe plug.

3. Flanged Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blowdown fitted with pipe plug.

2.11 Hose Bibbs: Provide chrome plated hose bibbs with lock shield compression stop and removable handle, solid flange, female connection with 3/4" male threaded hose end, and straight line type non-removable vacuum breaker with 3/4" male threaded hose end. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1011. Woodford Model 24, or equal model by Acorn or Wade.

2.12 Wall Hydrants: Provide 3/4" wall hydrant with bronze casing, satin bronze box, straight inlet connection, and integral vacuum breaker backflow preventer. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1019. Wade W-8707 or approved equal.

2.13 Non-freeze Wall Hydrants: Provide 3/4" anti-syphon, non-freeze wall hydrant with bronze casing, satin bronze box, straight inlet connection, and integral vacuum breaker-backflow preventer. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1019. Wade W-8700 or approved equal.

2.14 Backflow Preventers: Provide reduced pressure principle backflow preventers consisting of a complete assembly including shutoff valves on inlet and outlet and

strainer on inlet. Backflow preventers shall include test cocks and pressure-differential relief valve located between 2 positive seating check valves. Construct in accordance with ASSE Standard 1013. Apollo Valves, Febco Sales, Hersey, Lawler, Watts, or approved equal. Comply with local utility requirements.

2.15 Pressure Reducing Valves: Provide pressure reducing valves as indicated, of size and capacity as selected by Installer to maintain operating pressure on hydronic HVAC system.

A. Construction: Cast iron or brass body, low inlet pressure check valve, inlet strainer removable without system shut-down, noncorrosive valve seat and stem, factory set at operating pressure.

B. Acceptable Manufacturers: Subject to compliance with requirements, provide pressure reducing valves by Amtrol, Bell & Gossett, Taco, Watts, or Wheatley.

2.16 Pressure Regulating Valves: Provide pressure regulating valves, single seated, direct operated type, bronze body, integral strainer, complying with requirements of ASSE Standard 1003. Size for maximum flow rate and the inlet and outlet pressures indicated on drawings. Apollo Valves, Cash, Cla-Val, Watts, or approved equal.

2.17 Meters and Gauges: Provide meters and gauges complying with Division 22 Common Work Results for Plumbing section "Meters and Gauges", in accordance with the following listing:

A. Thermometers.

B. Pressure gauges.

C. Gauge connector plugs.

2.18 Combined Pressure-Temperature Relief Valves: Provide relief valves as indicated, of size and capacity as selected by Installer for proper relieving capacity, in accordance with ASME Boiler and Pressure Vessel Code. Provide bronze body, test lever and thermostat complying with ANSI Z21.22 listing requirements for temperature discharge capacity. Provide temperature relief at 210°F, and pressure relief at 150 psi. Apollo Valves, Watts, Cash, Zurn, or approved equal.

2.19 Water Hammer Arrestors: Provide bellows type water hammer arrestors, stainless steel casing and bellows, pressure rated for 250 psi, tested and certified in accordance with PDI Standard WH-201 and ASSE 1010. Precision Plumbing Products, Josam, Zurn, Amtrol, Wade, Jay R. Smith, or approved equal.

2.20 Trap Primers: Provide brass trap primers and distribution units to seal floor drains

indicated on drawings. Trap primer valves shall be automatic, self-contained type with no springs or diaphragms and shall not require adjustment. Trap primer valves shall be the type that can be installed anywhere on cold water piping. Distribution units shall supply 1-4 floor drains. Trap primer valves shall comply with ASSE 1018. Wade 4402-NL-DU/IPS, Precision Plumbing Products PR-500, or approved equal. Where P-trap primers are indicated use Wade 4401, "Prime-Eze" by Jay R. Smith, or approved equal.

2.21 Access Doors: Provide access doors to service all valves and other devices as required in accordance with Division 22 Common Work Results for Plumbing section “Access Doors”.

PART 3 - EXECUTION

3.1 General: Examine areas and conditions under which potable water systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.2 Install plumbing identification in accordance with Division 22 Common Work Results for Plumbing section "Plumbing Identification". Install underground plastic pipe markers during backfill, 6"-8" below grade.

3.3 Installation of Domestic Water Piping:

A. General: Install pipes and pipe fittings in accordance with recognized industry practices which will achieve permanently-leakproof piping systems, capable of performing each indicated service without piping failure. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance or replacement of valves and equipment.

B. Comply with ANSI B31 Code for Pressure Piping.

C. Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. Locate runs as shown or described by diagrams, details and notations or, if not otherwise indicated, run piping in shortest route which does not obstruct usable space or block access for servicing building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of building; limit clearance to 1/2" where furring is shown for enclosure or concealment of piping, but allow for insulation thickness, if any. Where possible, locate insulated piping for 1" clearance outside insulation.

D. Concealed Piping: Unless specifically noted as “Exposed” on the drawings, conceal piping from view in finished and occupied spaces, by locating in column enclosures,

chases, in hollow wall construction or above suspended ceilings; do not encase horizontal runs in solid partitions, except as indicated.

E. Exterior Piping: Install exterior water piping in compliance with local governing regulations. Water piping shall be installed with a minimum 30 inches of cover unless otherwise indicated.

F. Electrical Equipment Spaces: Do not run piping through transformer vaults and other electrical, communications, or data equipment spaces and enclosures unless shown. Install drip pan under piping that must run through electrical spaces.

G. Cut pipe from measurements taken at the site, not from drawings. Keep pipes free of contact with building construction and installed work.

H. Install eccentric reducers where pipe is reduced in size in direction of flow, with tops of both pipes and reducer flush. Do not use bushings.

I. Install piping with 1/32" per foot (1/4%) upward slope in direction of flow, or as indicated on the drawings. The intent is to install piping sloped to drains at low points in the system for a drainable system.

J. Connect branch-feed piping to mains at horizontal center line of mains, connect run-out piping to branches at horizontal center line of branches.

K. Locate groups of pipes parallel to each other, spaced to permit applying full insulation and servicing of valves.

L. Install piping to allow for expansion and contraction.

M. Isolate all copper tubing from steel and concrete by wrapping the pipe at the contact point, and for one inch on each side, with a continuous plastic sleeve. Isolate all copper tubing installed in block walls with a continuous plastic sleeve.

3.4 Installation of Piping System Joints: Provide joints of the type indicated in each piping system.

A. Solder copper tube-and-fitting joints where indicated, in accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply ASTM B13, water-flushable / non-acid type solder flux to joint areas of both tubes and fittings. Insert tube full depth into fitting, and solder in manner which will draw solder full depth and circumference of joint according to ASTM B828 or Copper Tube Handbook by CDA. Wipe excess solder from joint before it hardens.

3.5 Install hangers and supports in accordance with Division 22 Common Work Results for Plumbing section "Hangers and Supports".

3.6 Install valves in accordance with Division 22 Common Work Results for Plumbing section "Valves".

A. Sectional Valves: Install on each branch and riser, close to main, where branch or riser serves two or more plumbing fixtures or equipment connections, and elsewhere as indicated.

B. Shutoff Valves: Install on inlet of each plumbing equipment item, and on inlet of each plumbing fixture, and elsewhere as indicated.

C. Drain Valves: Install on each plumbing equipment item located to completely drain equipment for service or repair. Install at base of each riser, at base of each rise or drop in piping system, and elsewhere where indicated or required to completely drain domestic water piping system.

D. Check Valves: Install on discharge side of each pump, and elsewhere as indicated.

3.7 Balancing Valves: Install balancing valves on discharge of each plumbing pump, in each hot water recirculating loop, and elsewhere as indicated. Install with readout valves in vertical upright position. Maintain minimum length of straight unrestricted piping equivalent to three pipe diameters upstream of valve.

3.8 Dielectric Unions: Install at each piping joint between ferrous and non-ferrous piping. Comply with manufacturer's installation instructions.

3.9 Y-Type Strainers: Install Y-type strainers full size of pipeline, in accordance with manufacturer's installation instructions. Install pipe nipple and shutoff valve in strainer blowdown connection, full size of connection. Where indicated, provide drain line from shutoff valve to plumbing drain, full size of blowdown connection.

Locate Y-type strainers in supply line ahead of the following equipment, and elsewhere as indicated, if integral strainer is not included in equipment: pumps, pressure reducing valves, and temperature or pressure regulating valves.

3.10 Hose Bibbs and Wall Hydrants: Install on concealed piping where indicated with vacuum breaker. Mount 18 inches above grade or finished floor.

3.11 Backflow Preventers: Install backflow preventers where indicated, and where required by Uniform Plumbing Code. Locate in same room as equipment being protected. Pipe relief outlet to nearest floor drain or outside as shown on the drawings. Provide test and report by State of Florida or Alabama Certified Backflow Preventer Specialist.

3.12 Pressure Reducing Valves: Install for each piece of hydronic equipment requiring makeup water in accordance with manufacturer's installation instructions. Coordinate with Division 23.

3.13 Pressure Regulating Valves: Install where indicated. Provide inlet and outlet shutoff valves, and throttling valve bypass. Provide pressure gauge on valve outlet.

3.14 Meters and Gauges: Install in accordance with Division 22 Common Work Results for Plumbing section "Meters and Gauges".

3.15 Relief Valves: Install on each water heater, and where indicated in accordance with the manufacturer's instructions. Pipe full size outside or to floor drain. Cut the end of the pipe at a 45° angle and terminate 6 inches above the floor or grade.

3.16 Piping Run-outs to Fixtures: Provide hot and cold water piping run-outs to fixtures of sizes indicated, but in no case smaller than required by Uniform Plumbing Code.

3.17 Mechanical Equipment Connections: Connect hot and cold water piping system to mechanical equipment as indicated, and comply with equipment manufacturer's installation instructions. Provide shutoff valve and union for each connection; provide drain valve on drain connection.

3.18 Water Hammer Arrestors: Install in upright position, in locations and of sizes indicated in accordance with PDI Standard WH-201.

3.19 Air Chambers: Install at each fixture (or group of fixtures if the farthest fixture is within 6 feet of an air chamber). Air chambers shall be 20 pipe diameters long, but in no case less than 12 inches long.

3.20 Trap Primers: Install as indicated, and in accordance with manufacturer's installation instructions. Provide access panels to all trap primers unless accessible through a lay-in ceiling.

3.21 Access Doors: Locate and coordinate installation of access doors for all valves and devices in accordance with Division 22 Common Work Results for Plumbing section "Access Doors".

3.22 Piping Tests: Test, clean, and sterilize domestic water piping in accordance with requirements of Division 22 Common Work Results for Plumbing section "Testing, Cleaning, and Sterilization for Plumbing Piping".

END OF SECTION 221116

SECTION 330525 - LOCATIONS OF EXISTING UTILITIES

PART 1 - GENERAL

1.1 SCOPE

A. Description of Work

1. Prior to performing excavation or demolition work on the job site the CONTRACTOR shall obtain all recorded locations of existing buried utilities as outlined herein.

2. Contact the User to provide exact location of utility before excavation or demolition work is started.

3. Attention is directed to the fact that there may be other lines in certain locations in addition to the recorded locations.

B. Related Work Specified Elsewhere

1. Excavation, Section 31 20 00, Earth Moving, or Section 31 23 33, Excavation, Trenching, and Backfilling for Utilities.

1.2 SUBMITTALS

A. The CONTRACTOR shall furnish the Engineer a certification listing the names of the users whom he has contacted during course of construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. It shall be the duty of each CONTRACTOR who intends to perform excavation or demolition work within the County to ascertain the exact location and type of users' lines which are located within the limits of work of this Contract.

3.2 OBTAINING LOCATION OF EXISTING USERS' LINES

A. The CONTRACTOR shall obtain the list of users from any of the following sources:

1. By inspection of the Contract Plans which show the approximate location of the user's facilities.

2. Alabama one-call: 1-8100-292-8525.

B. The CONTRACTOR shall secure all necessary municipal permits relating to road occupancy prior to commencing excavation.

C. Not less than three nor more than ten working days prior to the day of beginning such work, the CONTRACTOR shall notify each user of the CONTRACTOR's intent to perform such work at its site or sites. If a CONTRACTOR intends to perform work at multiple sites or over a large area, he shall take reasonable steps to work with users so that they may locate their facilities at a time reasonably in advance of the actual start of excavation or demolition work at each site.

D. The following are the minimum cooperative steps which the CONTRACTOR shall take, either at or off the excavation or demolition site:

1. Before the CONTRACTOR starts any demolition work in the area of a particular user's line, the CONTRACTOR shall ascertain from the User if the user wants to have a representative present during the demolition within this area. Additionally, the CONTRACTOR will comply with all standard regulations and necessary precautions as may be required by the User.

2. Inform each operator, employed by him at the site of such work, of the information obtained by him as noted above.

3. Report immediately to the user any break or leak on its lines, or dent, gouge, groove or other damage to such lines or to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

4. Alert immediately the occupants of premises as to any emergency that he may create or discover at or near such premises.

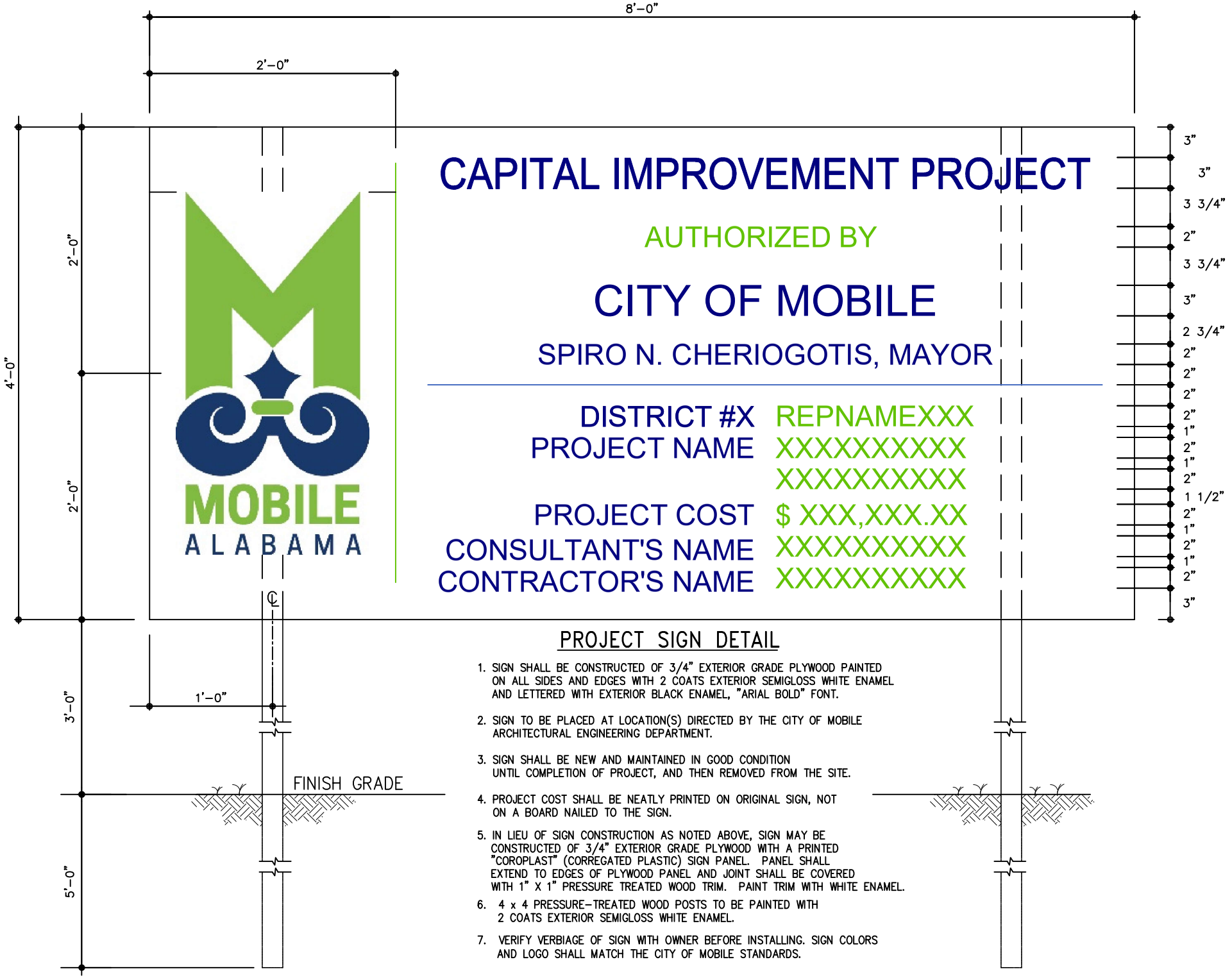
E. The User may require additional cooperative steps be taken beyond those noted above depending on the circumstances of the time and/or location of this work.

F. The CONTRACTOR shall exercise due care and take all reasonable steps necessary to avoid injury to or otherwise interfere with all lines where positions have been provided to the CONTRACTOR by the users. If insufficient information is available the CONTRACTOR shall employ prudent techniques, which may include hand-dug test holes, to ascertain the precise position of such facilities.

3.3 LOCATING LINES

A. All recorded or unrecorded lines shall be located on the ground with pipe locating equipment well ahead of the work at all times. All such locations shall be plainly marked by coded paint symbols on pavement or by marked stakes in the ground. Such locations shall be established at least 50 feet in advance of all trench excavation. All such location work shall be provided by the CONTRACTOR to the satisfaction of the Engineer at no extra cost.

END OF SECTION 330525



PROJECT SIGN DETAIL

1. SIGN SHALL BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD PAINTED ON ALL SIDES AND EDGES WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL, "ARIAL BOLD" FONT.
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT.
3. SIGN SHALL BE NEW AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT, AND THEN REMOVED FROM THE SITE.
4. PROJECT COST SHALL BE NEATLY PRINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. IN LIEU OF SIGN CONSTRUCTION AS NOTED ABOVE, SIGN MAY BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD WITH A PRINTED "COROPLAST" (CORREGATED PLASTIC) SIGN PANEL. PANEL SHALL EXTEND TO EDGES OF PLYWOOD PANEL AND JOINT SHALL BE COVERED WITH 1" X 1" PRESSURE TREATED WOOD TRIM. PAINT TRIM WITH WHITE ENAMEL.
6. 4 x 4 PRESSURE-TREATED WOOD POSTS TO BE PAINTED WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL.
7. VERIFY VERBIAGE OF SIGN WITH OWNER BEFORE INSTALLING. SIGN COLORS AND LOGO SHALL MATCH THE CITY OF MOBILE STANDARDS.

A Landscape Development Plan for

Lavretta Park Phase II Improvements

PR-012-25 Mobile, Alabama

Prepared for

City of Mobile

Mobile, Alabama

Prepared by

WAS DESIGN landscape architects



PROJECT SUMMARY

THE PROJECT DESCRIBED WITHIN THESE DRAWINGS AND THE ACCOMPANYING PROJECT MANUAL IS A LANDSCAPE DEVELOPMENT PROJECT THAT COVERS WORK DESCRIBED AS:

- DEMOLISH EXISTING PLAYGROUND, PEDESTRIAN PAVING, AND SITE AMENITIES
- SITE: PEDESTRIAN PAVING; HARDSCAPE; SITE AMENITIES
- GRADING: ADA ACCESSIBLE AMENITIES AND CIRCULATION; STORM WATER/DRAINAGE

THIS PROJECT WILL BE COMPETITIVELY BID WITH THE OWNER DETERMINING THE WINNING SUBCONTRACTOR AT HIS SOLE DISCRETION. THE CONTRACT AMOUNT SHALL BE BASED UPON A STIPULATED SUM THAT IS INDICATED ON THE PROJECT'S BID FORM. THE WORK AGREEMENT SHALL BE BETWEEN THE CONTRACTOR AND THE PROJECT OWNER. THE OWNER HAS RETAINED THE SERVICES OF WAS DESIGN, INC. TO ASSIST IN CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION.

CONSTRUCTION LAYOUT NOTES

SURVEYOR TO CONTACT LANDSCAPE ARCHITECT FOR AUTOCAD FILE FOR HARDSCAPE LAYOUT. CONTRACTOR TO PROVIDE STAKING OF HARDSCAPE ELEMENTS AS REQUIRED FOR WORK. CONTACT LANDSCAPE ARCHITECT FOR REVIEW OF LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

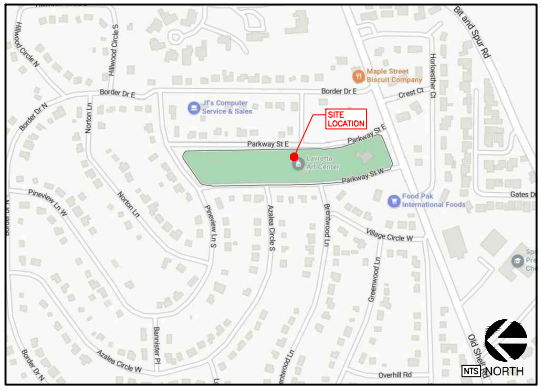
CONSTRUCTION SCHEDULE NOTE

THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE WITHIN 72 HOURS OF THE NOTICE TO PROCEED.

800-292-8525 #DIG (Cellular) Dig Safely. Alabama 1 Call

Sheet List Table

Sheet Number	Sheet Title
CS100	COVER SHEET
EC100	EXISTING CONDITIONS PLAN
SP010	OVERALL SITE PLAN
SP100	SITE PLAN ENLARGEMENT
DP100	DEMOLITION PLAN ENLARGEMENT
DP500	DEMOLITION SCHEDULE
EC100	EROSION CONTROL PLAN
LG100	LANDSCAPE GRADING PLAN
LH100	HARDSCAPE PLAN ENLARGEMENT
LH500	HARDSCAPE DETAILS
LH501	HARDSCAPE DETAILS
LH502	HARDSCAPE DETAILS
LH503	RIGHT OF WAY DETAILS
LP100	LANDSCAPE PLANTING PLAN
LP500	LANDSCAPE PLANTING DETAILS



ABBREVIATION LEGEND

ALUM	ALUMINUM	LP	LOW POINT
AC	ACRES	LT	LEFT
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE	LIN	LINER
		LF	LINEAR FEET
ACP	ASBESTOS CEMENT PIPE	LC	LANDSCAPE CONTRACTOR
APPROX	APPROXIMATE(LY)	LA	LANDSCAPE ARCHITECT
B&B	BALLED AND BURLAPPED	M	METER
BC	BOTTOM OF CURB	MAX	MAXIMUM
BIT	BITUMINOUS	MH	MANHOLE
BM	BENCHMARK	MIN	MINIMUM
BLDG	BUILDING	MISC	MISCELLANEOUS
BS	BOTTOM OF SLOPE	MON	MONUMENT
BVC	BEGINNING OF VERTICAL CURVE	N	NORTH
BW	BOTH WAYS	NIC	NOT IN CONTRACT
CAL	CALIPER	NTS	NOT TO SCALE
CB	CATCH BASIN	NO	NUMBER
CI	CAST IRON	NOM	NOMINAL DIMENSION
CIR	CIRCULAR	OC	ON CENTER
CL	CENTERLINE	OD	OUTSIDE DIAMETER
CLF	CHAIN-LINK FENCE	PA	PLANTING AREA
CO	CLEANOUT	PCP	POROUS CONCRETE PIPE
CM	CENTIMETER	PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
COL	COLUMN	PCC	POINT OF COMPOUND CURVATURE
CONC	CONCRETE		
CONT'R	CONTRACTOR	PL	PROPERTY LINE
COR	CORNER	PVC	POINT OF VERTICAL CURVATURE
C/S	CROSS SLOPE	PVT	POINT OF VERTICAL TANGENT
C/W	CONNECTED WITH	PT	POINT OF TANGENT
CF	CUBIC FEET	R	RADIUS
CY	CUBIC YARD	RCP	REINFORCED CONCRETE PIPE
D	DEGREE OF CURVATURE	ROW	RIGHT OF WAY
DETL	DETAIL	RT	RIGHT
DMH	DROP MANHOLE	REQD	REQUIRED
DF	DRINKING FOUNTAIN	REV	REVISION
DIM	DIMENSION	REINF	REINFORCED
DIA	DIAMETER	SAN	SANITARY
DWG	DRAWING	SECT	SECTION
DEP	DEPARTURE	SH	SHEET
DIR	DIRECTED	S	SOUTH
-E-	ELECTRICAL	SI	STORM INLET
E	EAST	-ST-	STORM SEWER
EA	EACH	-SAN-	SANITARY SEWER
EC	ELECTRICAL CONTRACTOR	SPEC	SPECIFICATIONS OR SPECIFIED
EL	ELEVATION	ST'L	STEEL
EAP	EXPOSED AGGREGATE PAVING	SQ	SQUARE
EVC	END OF VERTICAL CURVE	SF	SQUARE FOOT
ENGR	ENGINEER	SY	SQUARE YARD
EX	EXISTING	STA	STATION
EXP	EXPANSION	S/S	STAINLESS STEEL
EW	END WALL	-T-	TELEPHONE
ES	END SECTION	T	TANGENT
FFE	FINISHED FLOOR ELEVATION	TC	TOP OF CURB
FG	FINISHED GRADE	TE	TAPERED END
FIN	FINISH	TCP	TERRA-COTTA PIPE
FL	FLOOR	T&G	TONGUE AND GROOVE
FH	FIRE HYDRANT	TW	TOP OF WALL
FL	FLOW LINE	TS	TOP OF SLOPE
FSD	FULL-SIZED DETAIL	TWP	TOWNSHIP
FTG	FOOTING	TYP	TYPICAL
FT	FOOT OR FEET	UD	UNDERDRAIN
GA	GAUGE	USGS	US GEOLOGICAL SURVEY
-G-	GAS	VC	VERTICAL CURVE
GAL	GALLON	VAR	VARIES, VARIABLE
GALV	GALVANIZED	VERT	VERTICAL
GC	GENERAL CONTRACTOR	VCP	VITRIFIED CLAY PIPE
GR	GUARD RAIL	-W-	WATER
GD	GRADE	W	WEST
GV	GAS VALVE	W/	WITH
HB	HOSE BIB	W/O	WITHOUT
HW	HEAD WALL	WWM	WOVEN WIRE MESH
HP	HIGH POINT	WV	WATER VALVE
HT	HEIGHT	YD	YARD DRAIN
HOR	HORIZONTAL		
HWY	HIGHWAY	ø	ROUND DIAMETER
ID	INSIDE DIAMETER	@	AT
IN	INCH	'	FEET
INL	INLET	"	INCHES
INV	INVERT	#1	NUMBER
JB	JUNCTION BOX	1#	POUND
L	LENGTH OF CURVE		
LAT	LATITUDE		

GENERAL NOTES

BASE DATA NOTES

BASE PLAN DATA IS BASED ON THE BEST AVAILABLE AND PROVIDED DATA. MINOR FIELD ADJUSTMENTS ARE EXPECTED. MAJOR FIELD ADJUSTMENTS SHOULD BE APPROVED BY THE OWNER'S REPRESENTATIVE.

CONSTRUCTION NOTES

1. CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR. ELEMENTS ARE TO BE STAKED IN THE FIELD BY THE CONTRACTOR FOR REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS IN FIELD THAT MAY ARISE, CONTRACTOR IS TO MAKE BEST JUDGEMENT DURING FIELD STAKE-OUT & COORDINATE WITH OWNER'S REPRESENTATIVE/L.A. FOR APPROVAL.
2. ALL HARDSCAPE MATERIALS & COLORS ARE TO BE APPROVED BY OWNER.
3. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL STAGE CONSTRUCTION ACTIVITY IN SUCH A MANNER AS TO MINIMIZE THE AREA OF DISTURBED EARTH AT THE END OF EACH WORK DAY.

DISTURBED AREAS

AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE SOD OR MULCH AS NECESSARY AND SHOULD BE RETURNED TO 'BETTER THAN WHEN THE WORK STARTED' CONDITION.

QUANTITY TAKEOFF DISCLAIMER

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

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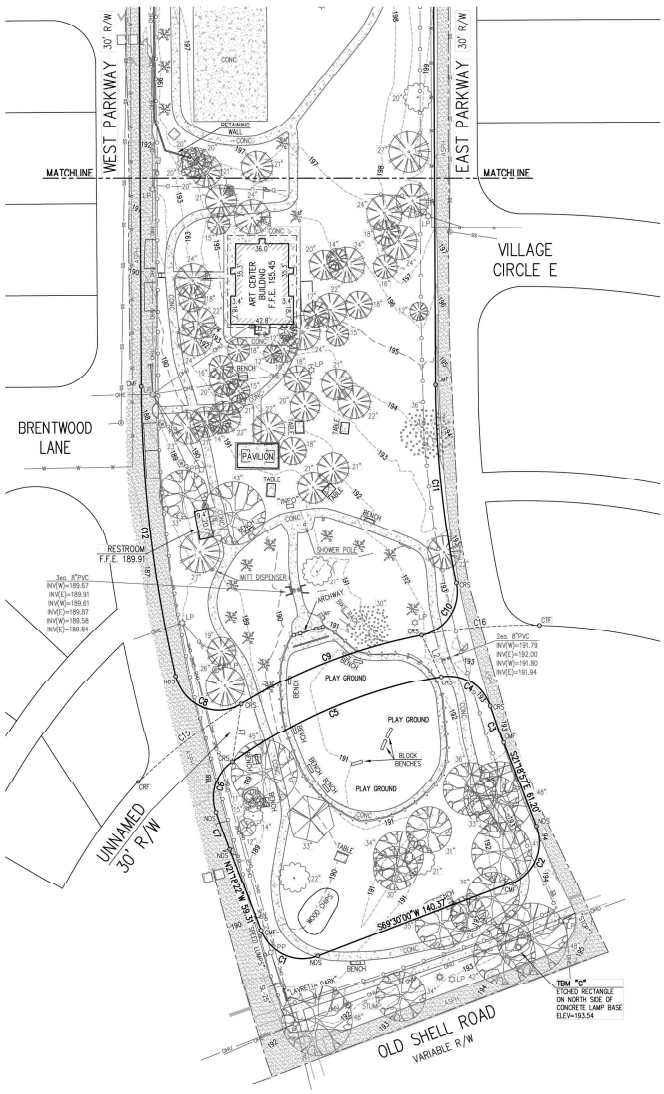
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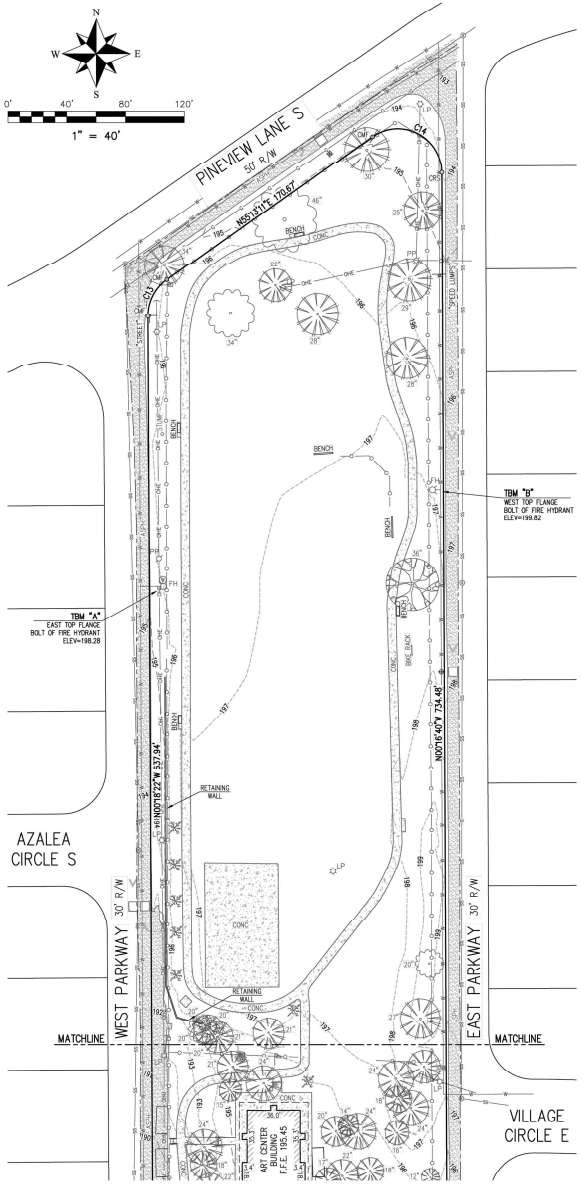
Drawn: JBS
Project Manager: DCT
Principal: JEC
Project No.: 256010-034
Date: 07.15.2025

Registration: STATE OF ALABAMA JAMES EDGAR CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

Sheet Title: COVER SHEET

Sheet No.: CS100





LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CRF	CAPPED REBAR FOUND (ILLEGIBLE)
CTF	CRIMP TOP PIPE FOUND
CMF	4"x4" CONCRETE MONUMENT FOUND
CRS	CAPPED REBAR SET
NDS	NAIL & DISK SET
PP	POWER POLE W/ANCHOR
LP	LIGHT POLE
	DECORATIVE LAMP
E	ELECTRIC METER
E	ELECTRIC BOX/VAULT
FH	FIRE HYDRANT
W	WATER METER
WF	WATER FOUNTAIN
S	SANITARY SEWER MANHOLE
CO	SANITARY SEWER CLEAN OUT
	HVAC UNIT
"STOP"	SIGN
	DELINEATION MARKER
OHU	OVERHEAD UTILITIES LINE
OHE	OVERHEAD ELECTRIC LINE
	OVERHEAD COMMUNICATION LINE
TC	TRAFFIC CONTROL LINE
W	WATER LINE
SS	SANITARY SEWER LINE
G	NATURAL GAS LINE
	FLOW LINE
	CHAIN LINK FENCE
FP	FLAG POLE

TREE LEGEND

- LIVE OAK TREE
- OAK TREE
- PINE TREE
- MAGNOLIA TREE
- CHERRY TREE
- CEDAR TREE
- UNKNOWN TREE
- CREPE MYRTLE

LINE DATA

LINE	BEARING	DISTANCE
L1	S08°32'03"W	39.87'
L2	S25°31'21"E	31.11'

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	89°11'38"	30.00'	46.70'	S65°54'11"E	42.13'
C2	90°48'57"	29.93'	47.48'	N24°05'32"E	42.66'
C3(R)	---	680'	---	---	---
C3(A)	02°15'19"	678.72'	26.72'	S20°11'17"E	26.71'
C4	09°28'24"	20.00'	42.14'	N29°17'35"W	26.76'
C5	25°12'54"	351.78'	154.81'	S67°51'21"W	153.57'
C6	74°49'16"	30.00'	39.18'	S17°50'16"W	36.45'
C7(R)	---	880'	---	---	---
C7(A)	01°44'00"	880.00'	26.62'	S20°28'22"E	26.62'
C8(R)	113°	30'	59.2'	---	---
C8(A)	107°23'33"	30.00'	56.23'	N66°56'59"W	48.35'
C9	19°49'25"	381.78'	132.09'	N69°15'57"E	131.43'
C10(R)	94°	30'	49.2'	---	---
C10(A)	90°55'38"	30.00'	47.61'	N33°42'50"E	42.77'
C11(R)	---	680'	---	---	---
C11(A)	11°28'19"	678.72'	135.90'	N06°00'49"W	135.67'
C12(R)	---	880'	---	---	---
C12(A)	12°56'50"	880.00'	198.86'	S06°46'47"E	198.43'
C13(R)	56°	30'	29.3'	---	---
C13(A)	55°26'13"	30.00'	29.02'	N27°36'05"E	27.90'
C14(R)	124°	30'	64.9'	---	---
C14(A)	124°30'10"	30.00'	65.19'	N62°31'44"W	53.10'
C15	13°41'13"	381.78'	88.20'	N52°44'08"E	88.01'
C16	12°05'59"	381.78'	80.62'	N85°13'39"E	80.47'

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

THE LOT LABELED "PARK AND PLAYGROUND" AND THE UNNUMBERED LOT SOUTH OF SAID "PARK AND PLAYGROUND" LOT SHOWN ON THE PLAT OF COUNTRY CLUB VILLAGE SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGES 87 THRU 92 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0533 L, DATED 06/05/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE ESTABLISHED ON-SITE VIA STATIC GPS OBSERVATIONS THAT WERE PROCESSED WITH OPUS.
4. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES. DIVIDE GRID DISTANCE BY SCALE FACTOR OF 0.99998267 TO DETERMINE GROUND DISTANCE.
5. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 20' 13" AT N 252882.492, E 1760973.765.
6. UNDERGROUND UTILITIES SHOWN HEREON WERE ESTABLISHED BY FIELD MEASUREMENTS OF MARKINGS PLACED ON THE GROUND BY VARIOUS UTILITY COMPANIES IN RESPONSE TO LINE LOCATE TICKET NUMBER 223610685, 223610702 & 223610706 OR AS SHOWN ON AS-BUILT DRAWINGS PROVIDED BY UTILITY COMPANIES.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

ALABAMA REGISTERED NO. 20364 PROFESSIONAL LAND SURVEYOR MARK A. WATTIER

BOUNDARY & TOPOGRAPHIC SURVEY
LAVRETTA PARK

200 PARKWAY STREET WEST
MOBILE, AL 36608

PR-073-22

JANUARY 13, 2023

SURVEY TYPE: BOUNDARY & TOPOGRAPHIC SURVEY
BEARING REFERENCE: STATE PLANE GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE:
J.O. NO. 22-1208, COMP. FILE 2885, DWG. NO. 45-2W-15-SUBD, DATE OF LAST FIELD WORK 01/12/2022, CLIENT CITY OF MOBILE

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	ESTIMATED QTY	DETAIL
32 EXTERIOR IMPROVEMENTS			
32-01	DRINKING FOUNTAIN W/ WATER BOTTLE FILLING STATION; ADA COMPLIANT; HALSEY TAYLOR #LK4430BF1M OR APPROVED EQUAL; ORIENTED TO MEET ALL ACCESS REQUIREMENTS; SURFACE MOUNTED; DRAIN TO INFILTRATION CHAMBER; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS	1	2/LH501
32-02	WATER MISTER: MOST DEPENDABLE FOUNTAINS #530 SMSS OR APPROVED EQUAL; SURFACE MOUNTED; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS; INCLUDE BURIED FROST PROTECTION VALVE BELOW FROST LINE FOR WINTERIZATION, PROVIDE SHOP DRAWINGS FOR APPROLVAL; RE:LH501/7	1	
32-03	WATER SUPPLY LINE: 1" PVC; CONTRACTOR TO VERIFY AND CONNECT TO EX. WATER SUPPLY	87 LF	
32-04	BENCH: 6'- ULTRASITE #91C-56 OR APPROVED EQUAL; SURFACE MOUNTED; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS	10	3/LH501
32-05	SHADE STRUCTURE: 12'X12'X8' CANTILEVER UMBRELLA-GAMETIME OR APPROVED EQUAL; COLOR BY OWNER; INSTALL PER MANUF. RECOMMENDATIONS	4	1/LH501
32-06	BENCH BOLLARD: 24"X19"- CROWD CONTROL WAREHOUSE #CCW-33-038-R0234 OR APPROVED EQUAL;COLOR BY OWNER; INSTALL PER MANUF. RECOMMENDATIONS; RE:LH501/4	12	
32-07	TRASH RECEPTACLE: 32 GAL; STEEL POWDER COATED; SURFACE MOUNT W/ RAIN BONNET; ULTRASITE CL-36 W/ RBR-32-14 OR APPROVED EQUAL; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS	1	5/LH501
32-08	FENCE: 48" COMM. GRADE ALUMINUM; AMERISTAR OR APPROVED EQUAL; POWDER COATED FINISH; 2-1/2" LINE @ 5' O.C.; 2" FLAT TOP, INTERMEDIATE, AND BOTTOM RAIL; 1" PICKETS @ 4" O.C.; FENCE PANELS AND PICKETS TO BE EQUAL DISTANCE BETWEEN POST; SUBMIT SHOP DRAWINGS AND SUBMITTALS FOR APPROVAL; COLOR: BRONZE; INSTALL PER MANUF. RECOMMENDATIONS	395 LF	1/LH502

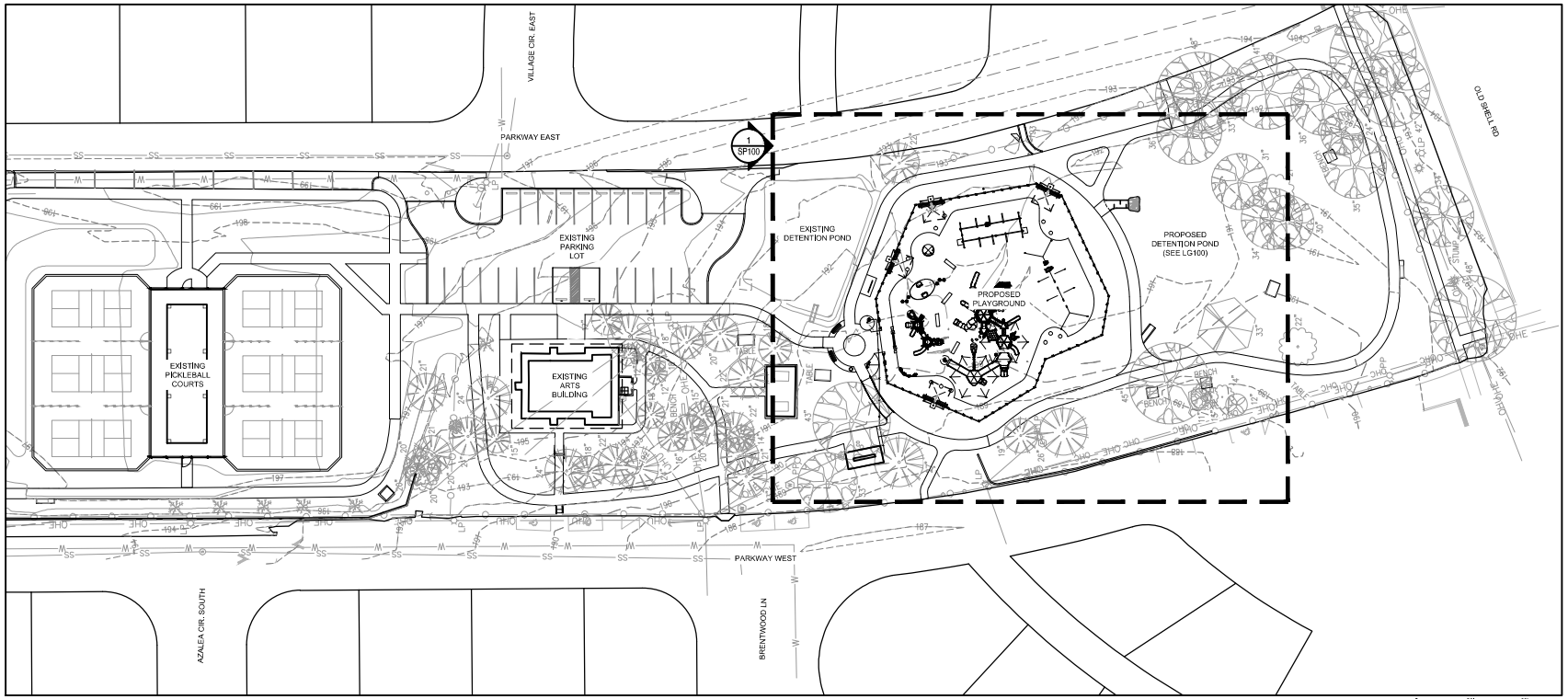
CODE	DESCRIPTION	ESTIMATED QTY	DETAIL
32 EXTERIOR IMPROVEMENTS			
32-09	COLUMN: 16"X16"; BRICK VENEER; 4" PRE-CAST CONC. CAP; COLOR BY OWNER	4	1/LH502
32-10	EX. GRANITE SLAB BENCH; RELOCATED TO LOCATION AS SHOWN ON PLANS	4	4/LH500
32-11	PLAYGROUND ENTRY WALL W/ ARCHWAY; SEE DETAIL FOR SPECIFICATIONS	1	2/LH502
32-12	METAL HANDRAIL AT RAMP; POWDERCOAT FINISH; COLOR BY OWNER; PROVIDE SHOP DRAWINGS FOR APPROVAL	82 LF	8/LH501
32-13	FLUME: 48"; 3000 PSI; FIBER REINFORCED	29 LF	10/LH500
32-14	FLUME: 56" WITH VELOCITY ARESTORS; 3000 PSI; FIBER REINFORCED	19 LF	9/LH500
32-15	RIVER ROCK: 3"-5"; COLORS TO BE NATURAL TANS, BROWNS, AND WHITES; SUBMIT SAMPLE FOR APPROVAL	45 SF	9/LH500
32-16	STANDING CURB: 8"; 3000 PSI; FIBER REINFORCED	144 LF	2/LH500
32-17	EX. BIKE RACK; RELOCATED TO LOCATION AS SHOWN ON PLANS	1	6/LH501
32-18	TENSION WIRE: +/- 12'; ADD TO SIDES AND TOP OF ALTERED EX. CHAIN LINK FABRIC; KNUCKLE SIDES AND TOP	1	
32-19	EX. LIGHT POLE; RELOCATED TO LOCATION SHOWN ON PLANS	1	

PLAYGROUND EQUIPMENT

S-101	EXPRESSION SWING W/ ADAPTIVE SEAT, EXPRESSION SWING 8' TOPRAIL HEIGHT, BELT SEAT PKG 5" OD: GAMETIME; MODEL #: 5299, 5295, 8918	1
S-102	TRIPLE BAY SWING SHADE: GT SHADE; MODEL #: 5193	1
S-103	POWERSCAPE PLAY STRUCTURE FOR AGES 5-12: GAMETIME; MODEL#: RDU-106908-D4	1
S-104	ROCK STEP: GAMETIME; MODEL #: 7088	1
S-105	PLAY STRUCTURE FOR AGES 2-5: GAMETIME; MODEL #: RDU-106905-D2	1
S-106	FROG: GAMETIME; MODEL #: 7025	1
S-107	MOUND KIT WITH CRAWL TUNNEL: GAMETIME; MODEL #: 1119LD	1
S-108	WRINKLE WALL WITH 7 PANELS: GAMETIME; MODEL#: 6252	1
S-109	INCLUSIVE WHIRL- NATURAL: GAMETIME; MODEL #: 6263	1
S-110	SKYRUN ZIP TRACK 35FT ZERO G. AND ZIP DB: GAMETIME; MODEL #: 91862	1
S-111	RED FLOWER: GAMETIME; MODEL #: 38234	2
S-112	YELLOW FLOWER: GAMETIME; MODEL #: 38236	2
S-113	BLUE FLOWER: GAMETIME; MODEL #: 38235	3
S-114	FLOWER CHIME ENSEMBLE, WITH INGROUND MOUNT: FREENOTES HARMONY PARK; MODEL #: FLWRENS-IG	1
S-115	RIVER ROCK CLIMBER: GAMETIME; MODEL #: 90369	1

PLAY EQUIPMENT NOTE:

ALL PLAY EQUIPMENT, LIMESTONE BASE, AND POURED IN PLACE RUBBER SURFACING SHALL BE FURNISHED AND INSTALLED BY THE STRUTHERS RECREATION (UNDER CONTRACT W/ CITY OF MOBILE). CONTRACTOR SHALL COORDINATE ALL WORK W/ CITY OF MOBILE AND STRUTHERS RECREATION.



1 OVERALL SITE PLAN
Scale: 1"=30'

0 30' 60'

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PR-012-25 Mobile, Alabama

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	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
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JEC — Principal
256010-034 — Project No.
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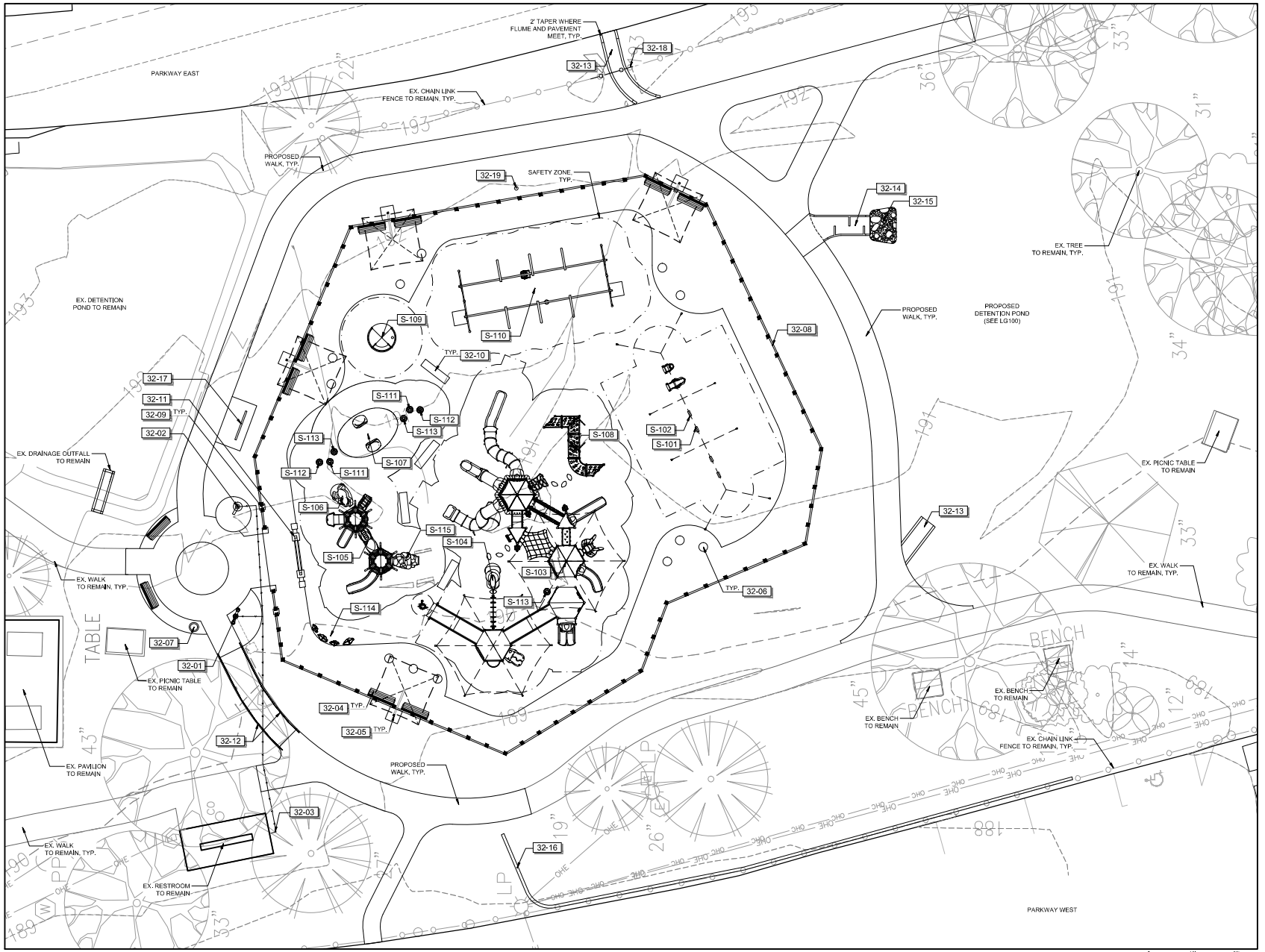
Registration
STATE OF ALABAMA — JAMES EDGAR CROWE — NUMBER 6 — REGISTERED LANDSCAPE ARCHITECT

Sheet Title

OVERALL SITE PLAN

Sheet No.

SP010



1 SITE ENLARGMENT PLAN
Scale: 1"=10'

0 10' 20'

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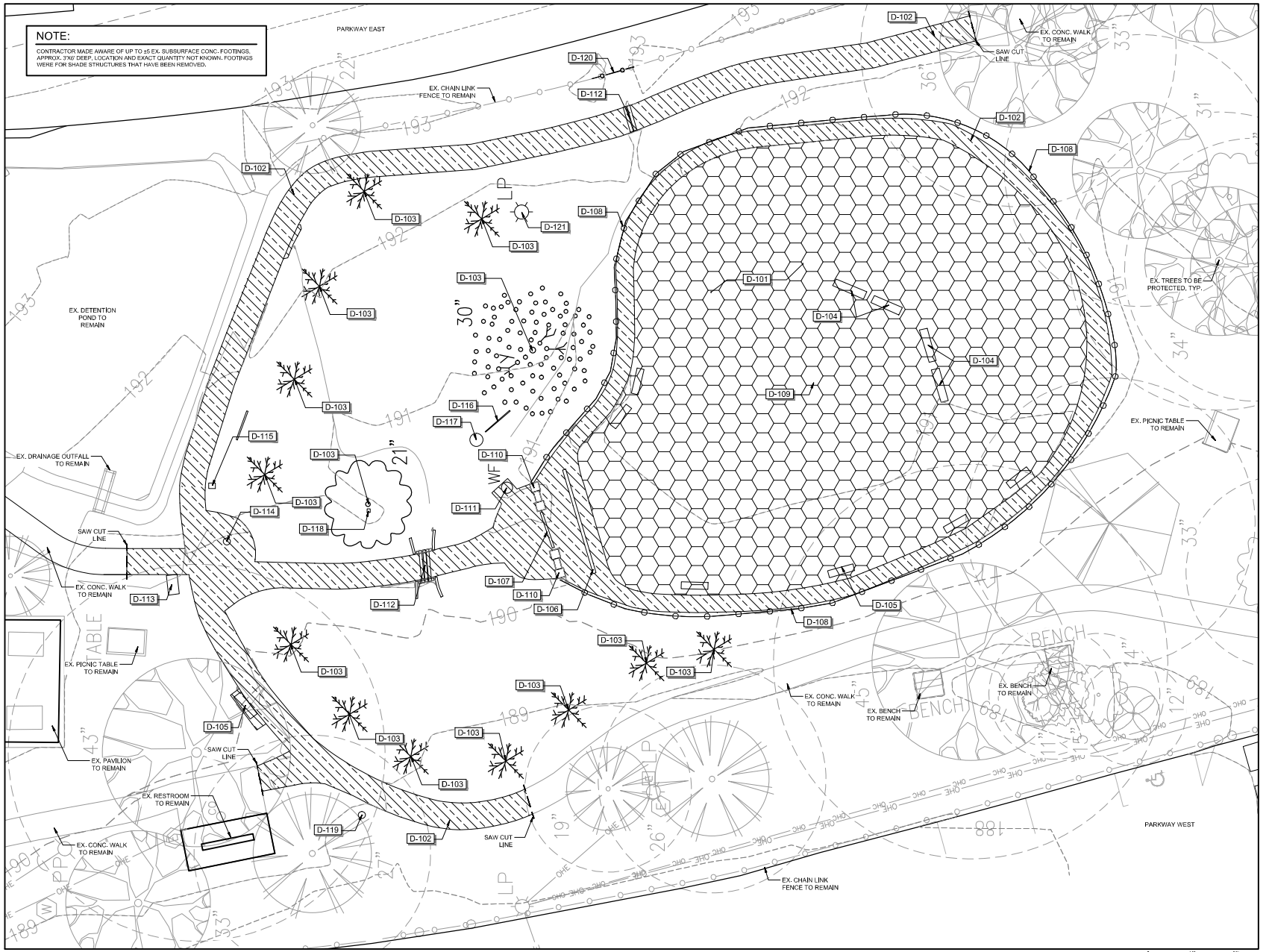
Registration
STATE OF ALABAMA
JAMES EDGAR CROWE
REGISTERED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title

SITE PLAN ENLARGEMENT

Sheet No.

SP100



1 DEMOLITION PLAN
Scale: 1"=10'

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256010-034 Project No.
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STATE OF ALABAMA
JAMES EDGAR CROWE
REGISTERED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title
DEMOLITION PLAN ENLARGEMENT

Sheet No.
DP100

REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	ESTIMATED QTY
DEMOLITION		
D-101	EXISTING WOOD FIBER PLAYGROUND SURFACING: TO BE REMOVED; INCLUDING LIMESTONE BASE AND SUBSURFACE DRAINAGE; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	9,393 SF
D-102	EXISTING CONCRETE: TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	4,679 SF
D-103	EXISTING TREES: TO BE REMOVED; EXCAVATE TO SUFFICIENT DEPTH; BACKFILL WITH APPROVED MATERIAL; DISPOSE OF WASTE APPROPRIATELY	13
D-104	EXISTING GRANITE SLAB BENCH: TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	4
D-105	EXISTING BENCH: TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	7
D-106	EXISTING HAND PRINTED TILE WALL: TO BE REMOVED; INCLUDING FOOTERS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	25 LF
D-107	EXISTING PLAYGROUND ARCHWAY: TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	1
D-108	EXISTING ALUM. FENCE: TO BE REMOVED; INCLUDING FOOTERS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	373 LF
D-109	EXISTING PLAYGROUND EQUIPMENT: TO BE REMOVED; INCLUDING ALL SUBSURFACE FOOTINGS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	1
D-110	EXISITNG CMU WALL AND COLUMNS: TO BE REMOVED; INCLUDING FOOTINGS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL; DISPOSE OF WASTE APPROPRIATELY	13 LF
D-111	EXISTING WATER FOUNTAIN; TO BE REMOVED; INCLUDING ALL DRAINAGE AND WATER LINES; DISPOSE OF WASTE APPROPRIATELY	1
D-112	EXISTING DRAINAGE SYSTEM; TO BE REMOVED; REMOVE WASTE APPROPRIATELY	2
D-113	EXISTING SIGN BOARD; TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-114	EXISTING SHOWER MISTER; TO BE REMOVED; INCLUDING ALL DRAINAGE AND WATER LINES; DISPOSE OF WASTE APPROPRIATELY	1
D-115	EXISTING COMMUNITY BOOK EXCHANGE; TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-116	EXISTING BIKE RACK; TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	1
D-117	EXISTING TRASH RECEPTICLE; TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	1
D-118	EXISTING MEMORIAL PLAQUE: TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-119	EXISTING PET WASTE STATION: TO BE REMOVED AND SALVAGED; DISPOSE OF WASTE APPROPRIATELY	1
D-120	CUT AND REMOVE +/- 10' X 12" OF EX. CHAIN LINK FABRIC BETWEEN LINE POST	1
D-121	EXISTING LIGHT POLE; TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; ALL CONDUIT, WIRE, ETC. ASSOCIATED WITH THE LIGHT POLE IS TO BE COMPLETELY RELOCATED; DISPOSE OF WASTE APPROPRIATLEY	1

GENERAL NOTES

CONTRACTOR TO COORDINATE ALL WORK AS REQUIRED WITH THE UTILITY COMPANY AND SHALL INCLUDE ALL REQUIRED ASSOCIATED FEES IN THE BASE BID.

ALL DISTURBED AREAS NOT NOTED AS TO BE SODDED SHALL BE SODDED W/CENTIPEDE SOD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ANY AND ALL NECESSARY ENVIRONMENTAL CONTROL MEASURES IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. THIS INCLUDES PROTECTION FROM CONCRETE SURFACE PREPARATIONS, EROSION AND SEDIMENT CONTROLS, AS WELL AS A RESULT FROM ANY OTHER CONSTRUCTION RELATED ACTIVITIES.

THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS. WATTLES, HAY BALES, SILT FENCES AND OTHER APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED BY THE CONTRACTOR AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF THIS PROJECT. ADJUSTMENTS TO THE METHODS AND TYPES OF EROSION CONTROL WILL BE NECESSARY DURING THE CONSTRUCTION, AND IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, INSTALL AND MAINTAIN THESE AS WELL. THE ARCHITECT SHALL APPROVE METHODS OF EROSION CONTROL. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SATISFY THEMSELVES THAT ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES ARE ABIDED BY AT ALL TIMES DURING CONSTRUCTION. ADDITIONALLY, THE CONTRACTOR SHALL IMPLEMENT ANY AND ALL OTHER BEST MANAGEMENT PRACTICES APPLICABLE PER FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS CONCERNING WATER POLLUTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ALL EROSION CONTROL BMPS AND FOR ALL SEDIMENT WITHIN AND LEAVING THE CONSTRUCTION SITE UNTIL THE PROJECT IS ACCEPTED BY THE ARCHITECT. SEVERE PENALTIES MAY BE IMPOSED TO ENSURE COMPLIANCE.

ALL PROJECTS AND CONSTRUCTION SITES SHALL BE IN ACCORDANCE WITH THE CLEAN WATER ACT; THE ALABAMA WATER POLLUTION CONTROL ACT; THE CURRENT VERSION OF THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS.

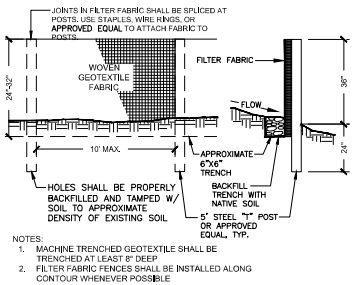
ANY FINES, PENALTIES, OR JUDGMENTS ACCESSED TO THE CITY OF MOBILE, ITS AGENTS OR REPRESENTATIVES DUE TO INADEQUATELY INSTALLED OR MAINTAINED EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, ENGINEER, CITY OF MOBILE, ITS AGENTS, OR REPRESENTATIVES FROM ALL CLAIMS RESULTING, ALL OR IN PART, FROM INADEQUATELY INSTALLED OR MAINTAINED EROSION CONTROLS.

SOIL EROSION AND SEDIMENT NOTES:

1. SOILS MUST BE STABILIZED BY TEMPORARY OR PERMANENT EROSION CONTROL WITHIN FOURTEEN (14) DAYS AFTER CLEARING OR INACTIVITY IN CONSTRUCTION. 1.1. IF VEGETATIVE EROSION CONTROL METHODS, SUCH AS SEEDING, HAVE NOT BECOME ESTABLISHED WITHIN FOUR (4) WEEKS OF PLANTING OR INSTALLATION, THE CITY OF MOBILE MAY REQUIRE THAT THE SITE BE RESEEDED, SOLID SODDED, OR THAT A NON-VEGETATIVE OPTION BE TEMPORARILY EMPLOYED.
2. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DISTURBED SOILS OR SEDIMENT FROM THE SITE ON TO ADJACENT PROPERTIES.
3. ALL DRAINAGE SWALES MUST BE GRASSED AS REQUIRED TO CONTROL EROSION.
4. SILT FENCE MUST BE IN ACCORDANCE WITH DETAILS AS SHOWN ON THESE PLANS.
5. ALL DISTURBED AREAS TO BE GRASSED AS SOON AS CONSTRUCTION PHASES ARE COMPLETE.
6. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING CONSTRUCTION AND SHALL BE MAINTAINED IN PROPER WORKING ORDER UNTIL ALL DISTURBED AREAS ARE STABILIZED. CONSTRUCTION ENTRANCE PADS SHALL BE INSTALLED BY THE CONTRACTOR AT CONSTRUCTION ACCESS POINTS PRIOR TO LAND DISTURBANCE.
7. CONSTRUCT SILT FENCE ALONG THE DOWNSTREAM SIDE OF ALL PROPOSED FILL CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
9. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
10. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO "THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL & STORMWATER MANAGEMENT ON CONSTRUCTION SITES & URBAN AREAS," LATEST EDITION.

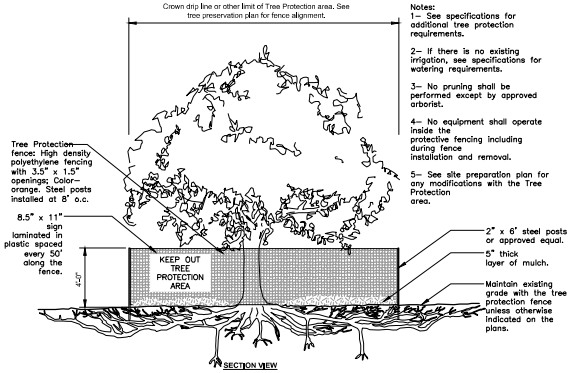
TYPE 'A' SILT FENCE NOTES:

1. SILT FENCES ARE TEMPORARY EROSION CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
2. SILT FENCE SHOULD BE PLACED WELL INSIDE PROPERTY BOUNDARY, R.O.W. AND/OR ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST BECOMES FULL.
3. SILT FENCES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION OPERATION.
4. WHEREVER POSSIBLE, SILT FENCES SHALL BE CONSTRUCTED ACROSS A FLAT AREA IN THE SHAPE OF A HORSESHOE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. AFTER THE CONSTRUCTION AREA IS STABILIZED AND EROSION ACTIVITY CURTAILED, SILT FENCES SHALL BE REMOVED.
6. RING FASTENERS USED TO SECURE GEOTEXTILES TO WOVEN WIRE SHALL BE 13 GA. (AMERICAN).
7. TOP AND BOTTOM LINE WIRES SHALL BE 10 GAUGE. INTERMEDIATE WOVEN WIRE TO BE 12 1/2 GAUGE (MIN.).



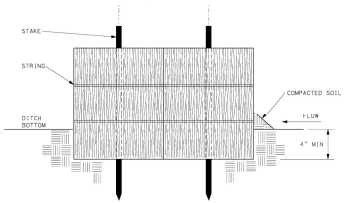
NOTES:
1. MACHINE TRENCHED GEOTEXTILE SHALL BE TRENCHED AT LEAST 8" DEEP
2. FILTER FABRIC FENCES SHALL BE INSTALLED ALONG CONTOUR WHENEVER POSSIBLE

1 TYPE 'A' FILTER FABRIC
1/2" = 1'-0" UTL-06

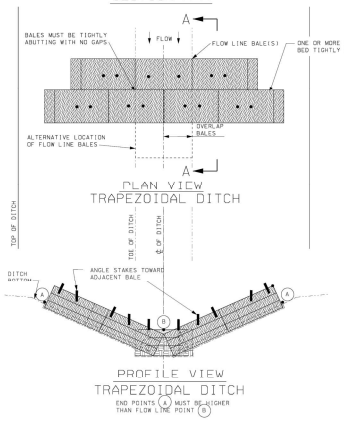


Notes:
1- See specifications for additional tree protection requirements.
2- If there is no existing irrigation, see specifications for watering requirements.
3- No pruning shall be performed except by approved arborist.
4- No equipment shall operate inside the protective fencing including during fence installation and removal.
5- See site preparation plan for any modifications with the Tree Protection area.

2 TREE PROTECTION
1/4" = 1'-0"
URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE
FX-PL-FX-TRMT-02



SECTION A-A



NOTES:
1. MINIMUM RECOMMENDED CHECK SPACING IS 100 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ESC-300-1.
2. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. A MINIMUM OF TWO STAKES PER BALE IS REQUIRED. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. BALES SHALL BE EMBEDDED IN THE SOIL A MIN OF 4 INCHES.
4. BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
5. SOIL IS COMPACTED ALONG THE BASE OF THE UPSTREAM FACE TO PREVENT PIPING.
6. MULTIPLE ADJACENT ROWS OF BALES ARE REQUIRED AS SHOWN.

HAY BALE DITCH CHECK SELECTION GUIDELINES

HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

3 HAY BALE STANDARDS

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Lavretta Park Phase II Improvements
PR-012-25 Mobile, Alabama

Revisions

No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

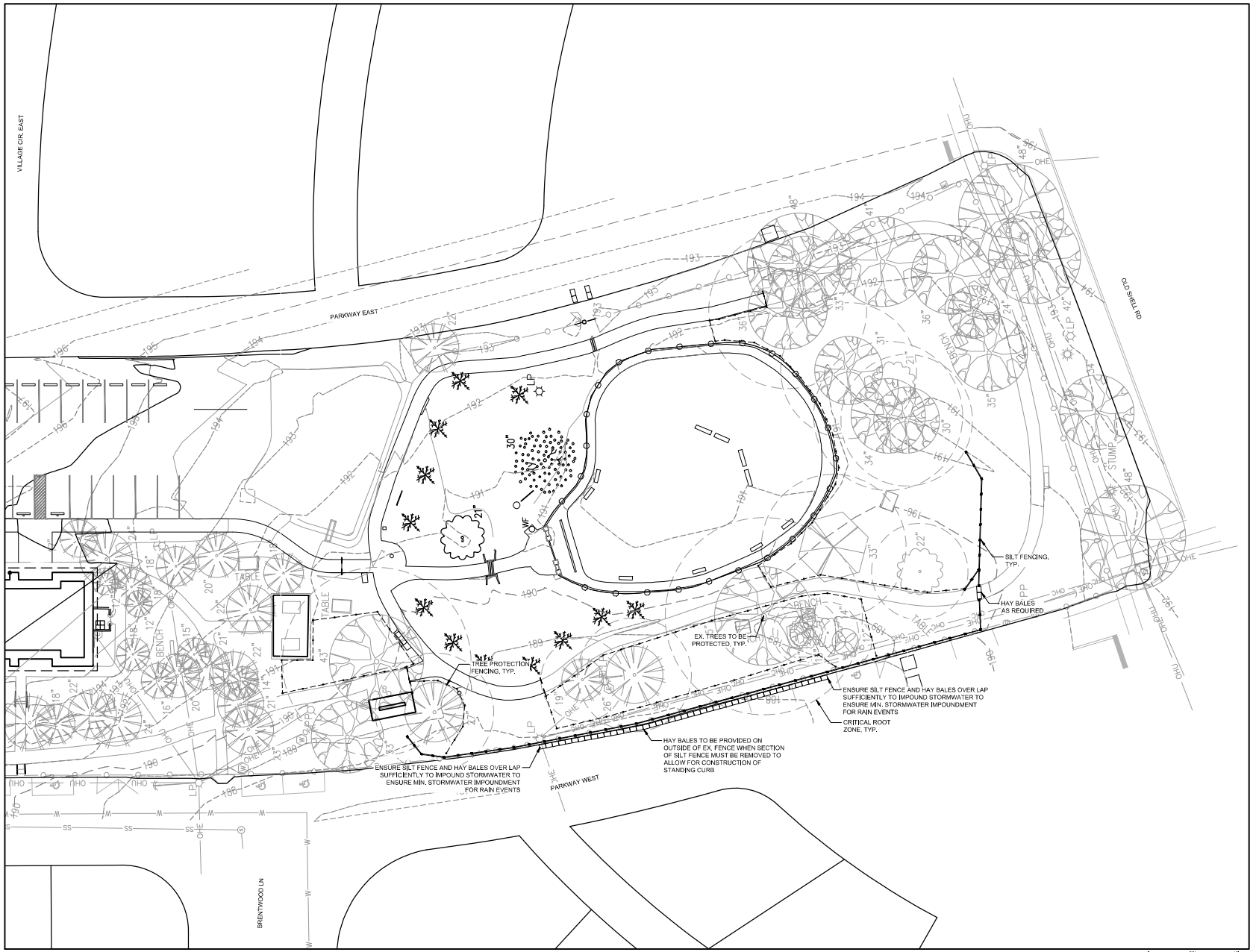
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JBS Drawn
DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA JAMES ERVIN CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

Sheet Title
DEMOLITION SCHEDULE

Sheet No.
DP500



1 EROSION CONTROL PLAN
Scale: 1"=20'

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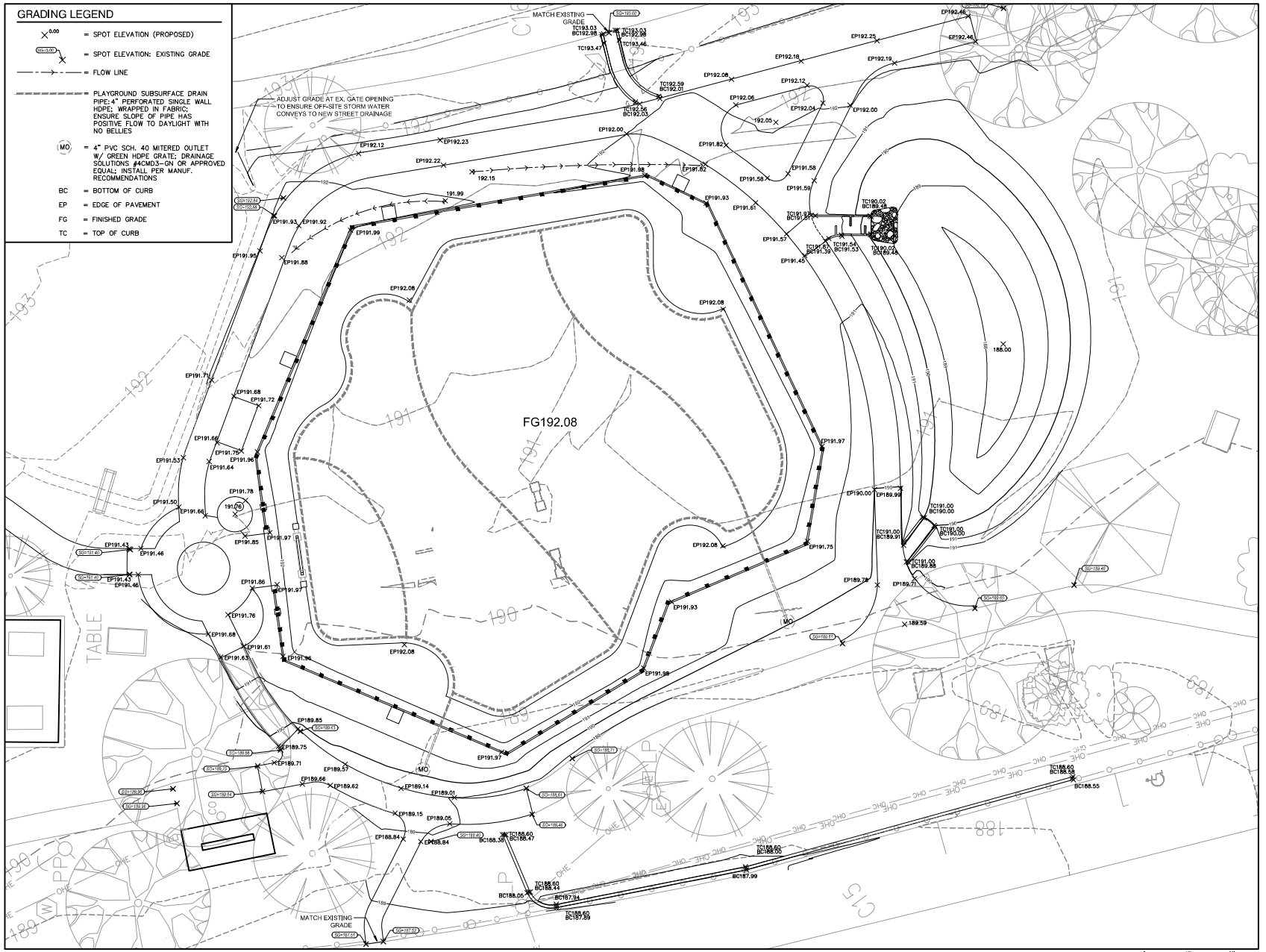
Registration
STATE OF ALABAMA JAMES EDGAR CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

Sheet Title

EROSION CONTROL PLAN

Sheet No.

EC100



1 LANDSCAPE GRADING PLAN
Scale: 1" = 10'

0 10' 20'

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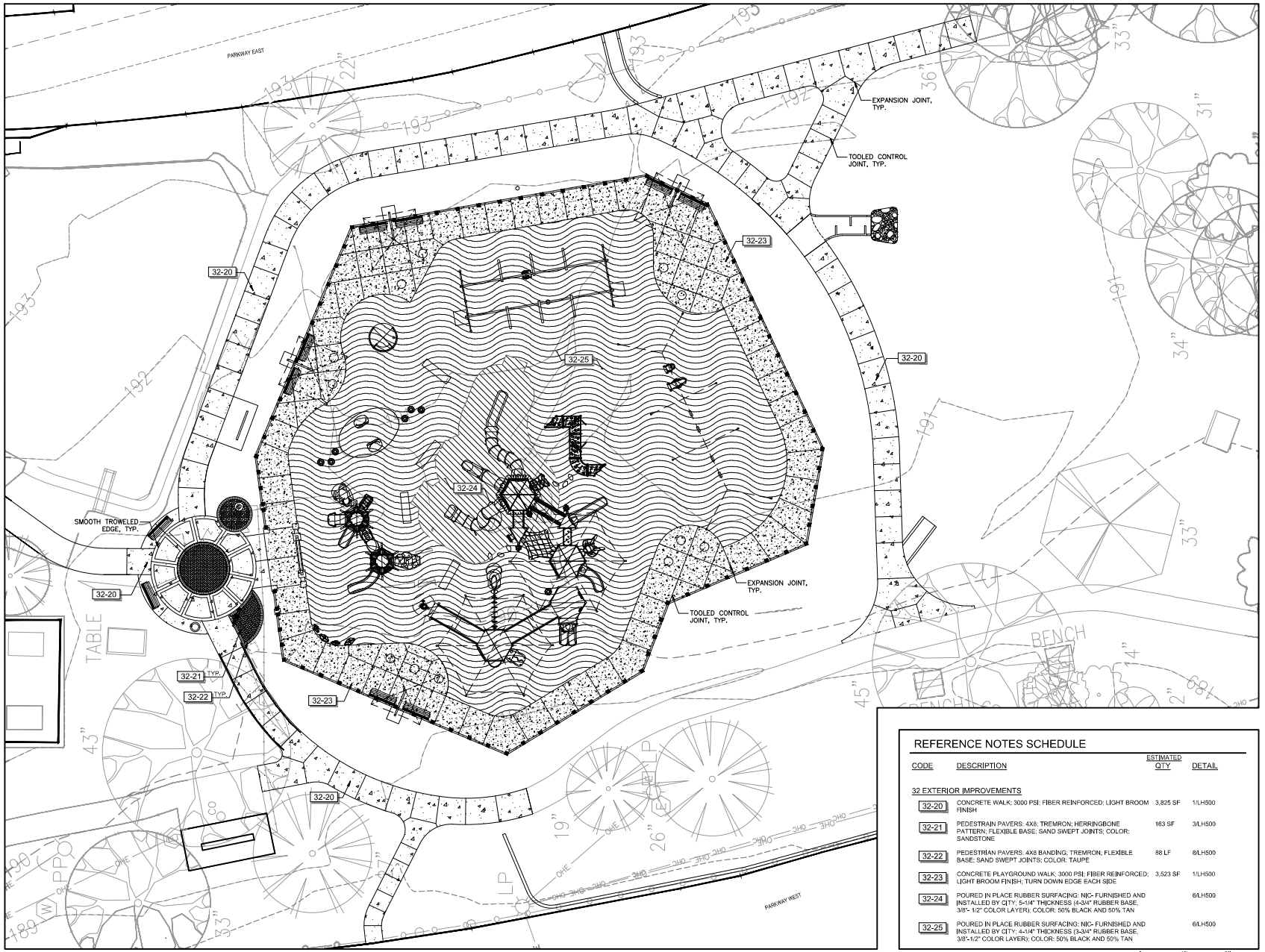
Registration
STATE OF ALABAMA
JAMES EDGAR CROWE
REGISTERED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title

LANDSCAPE GRADING PLAN

Sheet No.

LG100



REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	ESTIMATED QTY	DETAIL
32 EXTERIOR IMPROVEMENTS			
32-20	CONCRETE WALK; 3000 PSI; FIBER REINFORCED; LIGHT BROOM FINISH	3,825 SF	1/LH500
32-21	PEDESTRAIN PAVERS: 4X8; TREMRON; HERRINGBONE PATTERN; FLEXIBLE BASE; SAND SWEPT JOINTS; COLOR: SANDSTONE	163 SF	3/LH500
32-22	PEDESTRIAN PAVERS: 4X8 BANDING; TREMRON; FLEXIBLE BASE; SAND SWEPT JOINTS; COLOR: TAUPE	88 LF	8/LH500
32-23	CONCRETE PLAYGROUND WALK; 3000 PSI; FIBER REINFORCED; LIGHT BROOM FINISH; TURN DOWN EDGE EACH SIDE	3,523 SF	1/LH500
32-24	POURED IN PLACE RUBBER SURFACING: NIC- FURNISHED AND INSTALLED BY CITY; 5-1/4" THICKNESS (4-3/4" RUBBER BASE; 3/8"- 1/2" COLOR LAYER); COLOR: 50% BLACK AND 50% TAN		6/LH500
32-25	POURED IN PLACE RUBBER SURFACING: NIC- FURNISHED AND INSTALLED BY CITY; 4-1/4" THICKNESS (3-3/4" RUBBER BASE; 3/8"-1/2" COLOR LAYER); COLOR: 50% BLACK AND 50% TAN		6/LH500

1 HARDSCAPE PLAN
Scale: 1" = 10'

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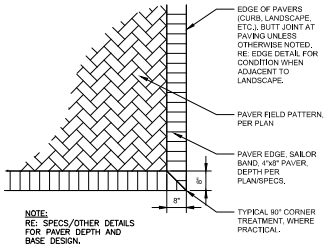
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NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

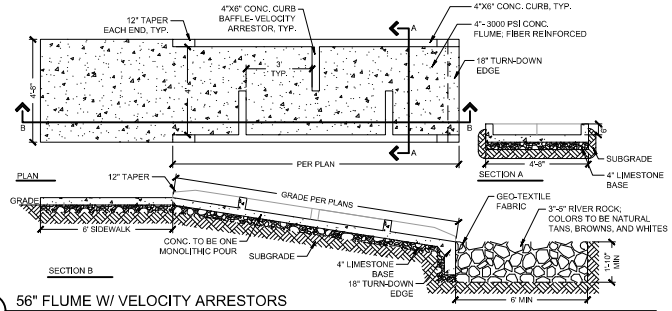
HARDSCAPE PLAN ENLARGEMENT

Sheet No.
LH100



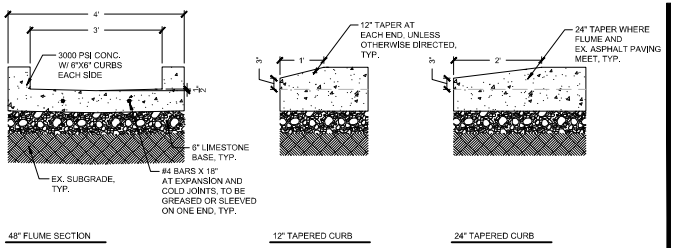
8 PAVER EDGE BAND - PLAN

1/2" = 1'-0" 321413-13



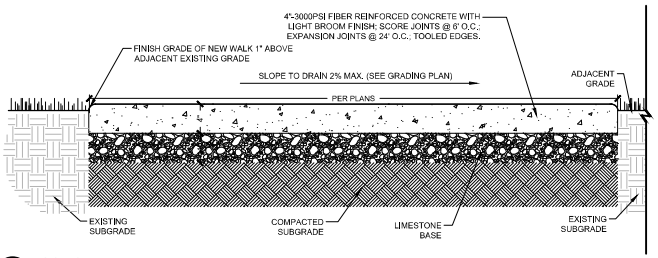
9 56" FLUME W/ VELOCITY ARRESTORS

3/8" = 1'-0" S-PA-CO-133



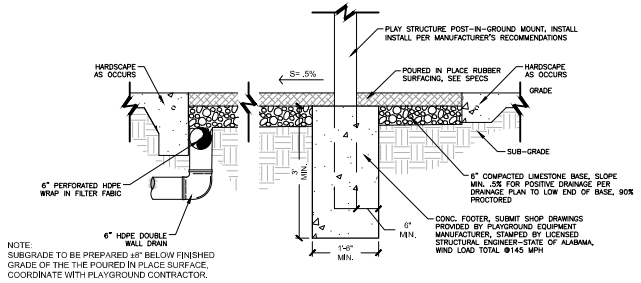
10 48" FLUME W/ TAPERED CURBING

3/4" = 1'-0" S-PA-CO-136



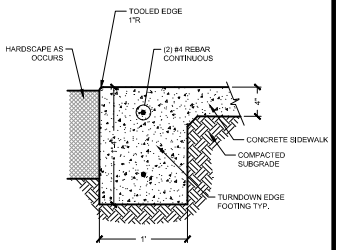
5 CONCRETE WALK DETAIL

1 1/2" = 1'-0" S-PA-CO-46



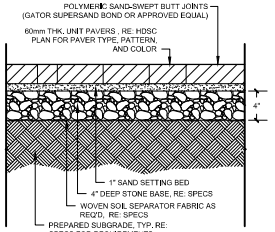
6 POURED IN PLACE SAFETY MATERIAL

3/4" = 1'-0" S-PL-33

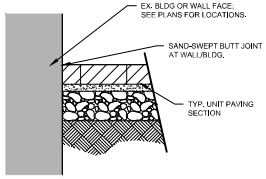


7 TURN DOWN EDGE

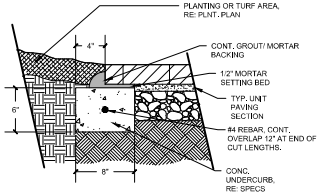
1 1/2" = 1'-0" S-CR-33



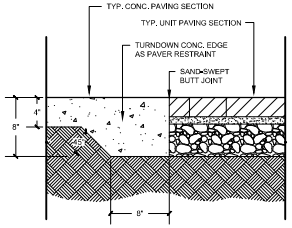
TYP. UNIT PAVING SECTION



UNIT PAVERS AT WALL/BLDG.



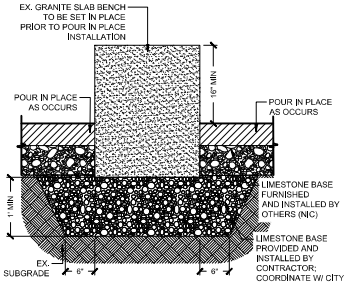
UNIT PAVERS AT PLANTING BED OR TURF EDGE



UNIT PAVERS AT CONC. PAVING

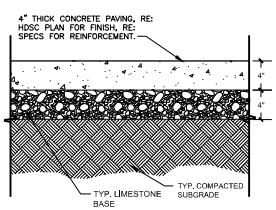
3 PEDESTRIAN UNIT PAVING ON FLEXIBLE BASE

1 1/2" = 1'-0" 321413-16

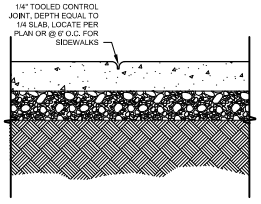


4 GRANITE SLAB BENCH

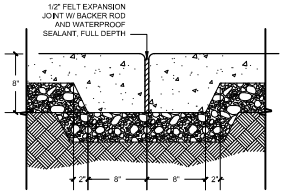
1" = 1'-0" P-MIU-133



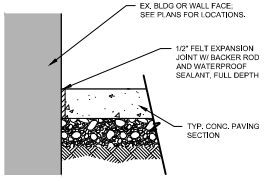
TYP. CONC. PAVING SECTION



CONTROL JOINT



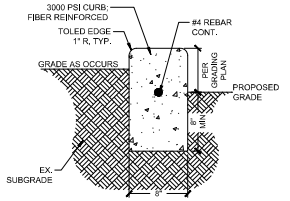
EXPANSION/CONSTRUCTION JOINT



CONCRETE AT WALL/BLDG.

1 PEDESTRIAN CONCRETE PAVING

1 1/2" = 1'-0" PAVE-CR-03



2 8" STANDING CURB

1 1/2" = 1'-0" S-PA-CO-139

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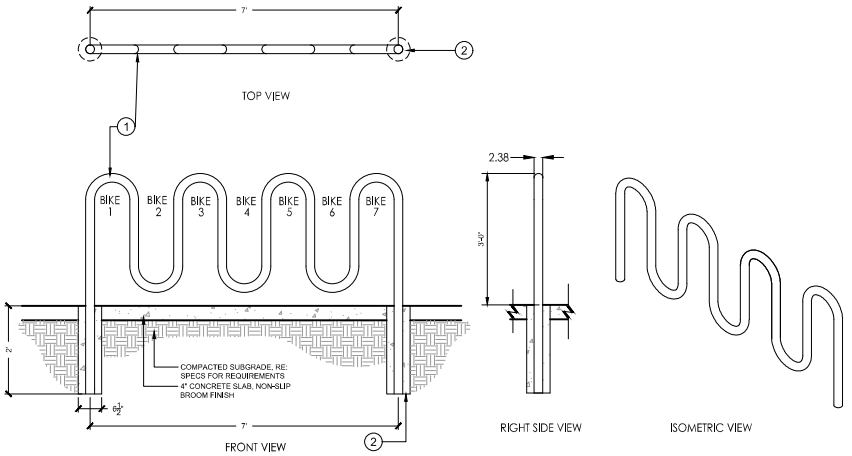
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Registration
STATE OF ALABAMA JAMES EDGAR CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

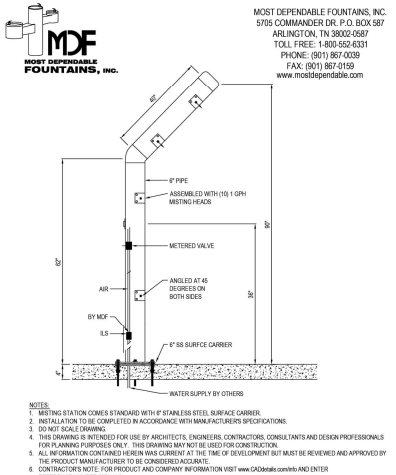
Sheet Title
HARDSCAPE DETAILS

Sheet No.
LH500

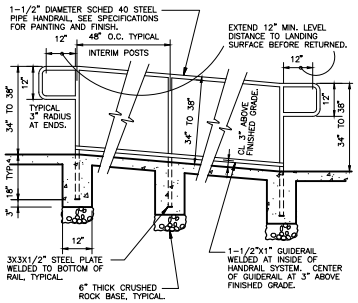


6 RELOCATED BIKE RACK

3/4" = 1'-0" FURN-SFRN-01

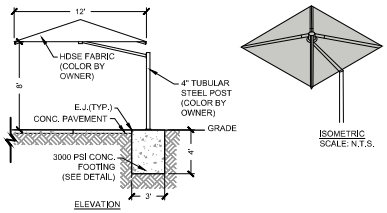


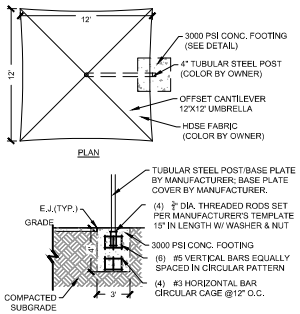
7 BASIS OF DESIGN: MDF MISTER 530



8 HANDRAIL AT RAMP

1/2" = 1'-0" 010359-02

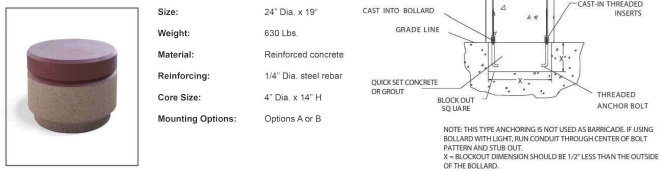




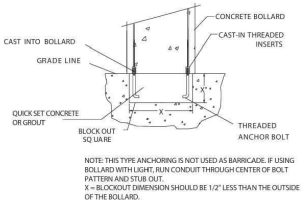
NOTES:
1. SHADE STRUCTURES BY ULTRA PLAY SYSTEMS OR EQUAL; INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
2. SUBMIT SHOP DWG OF CONC. FOUNDATION DETAIL PROVIDED BY SHADE STRUCTURE MANUFACTURER AND STAMPED BY LICENSE ENGINEER-STATE OF ALABAMA; WIND LOAD RATED @ 150 MPH.

1 SHADE STRUCTURE PLAN & DETAILS

3/16" = 1'-0" S-SP-SHA-06

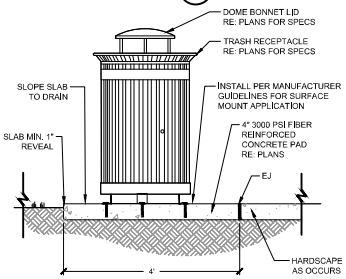


Size:	24" Dia. x 19"
Weight:	630 Lbs.
Material:	Reinforced concrete
Reinforcing:	1/4" Dia. steel rebar
Core Size:	4" Dia. x 14" H
Mounting Options:	Options A or B



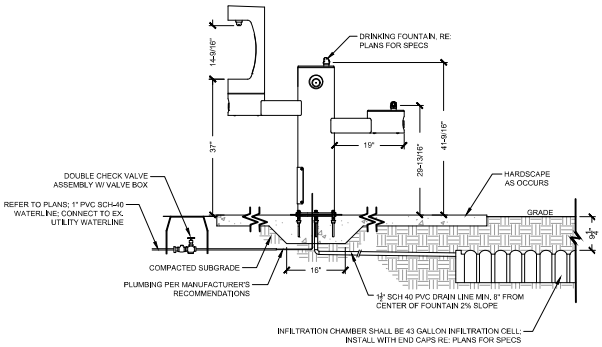
NOTE: THIS TYPE ANCHORING IS NOT USED AS BARRICADE. IF USING BOLLARD WITH LIGHT, RUN CONDUIT THROUGH CENTER OF BOLT PATTERN AND STUB OUT.
X = BLOCKOUT DIMENSION SHOULD BE 1/2" LESS THAN THE OUTSIDE OF THE BOLLARD.

4 BASIS OF DESIGN: CROWD CONTROL WAREHOUSE BOLLARD



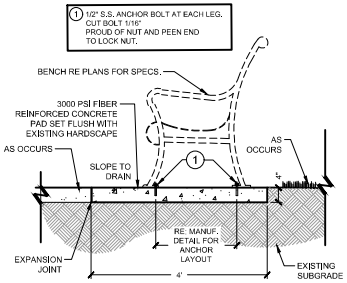
5 TRASH RECEPTACLE ON CONCRETE PAD

3/4" = 1'-0" S-FU-16



2 DRINKING FOUNTAIN W/BOTTLE FILLER & DRAIN CHAMBER

3/4" = 1'-0" SF-DR-13



3 BENCH ON CONCRETE PAD

3/4" = 1'-0" S-FU-19

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A Landscape Development Plan for
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	04.10.26	BID SET

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Drawn	JBS
Project Manager	DCT
Principal	JEC
Project No.	256010-034
Date	07.15.2025

Registration
STATE OF ALABAMA JAMES ELVIN CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

Sheet Title

HARDSCAPE DETAILS

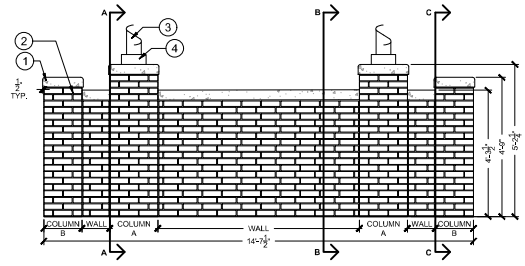
Sheet No.

LH501

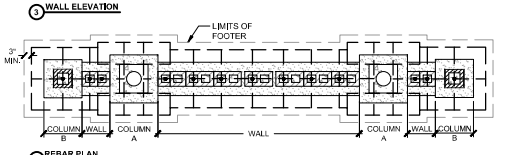


CHILDREN SILHOUETTES SHALL BE SANDBLASTED, APPLY EPOXY PRIMER, PAINTED USING A MULTI-COLOR PATTERN; SUBMIT COLOR SAMPLES FOR APPROVAL

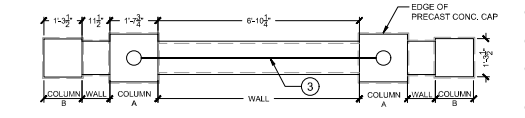
3 EX. ARCHWAY SILHOUETTES



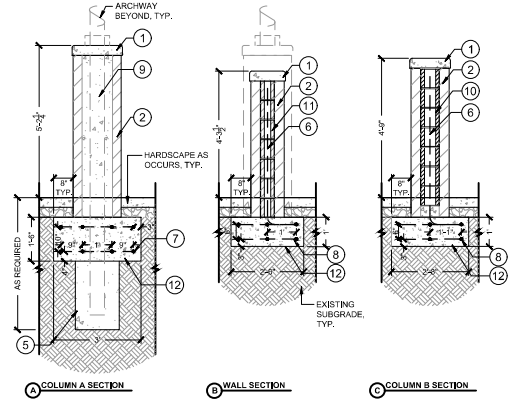
3 WALL ELEVATION



2 REBAR PLAN



1 WALL PLAN



A COLUMN A SECTION B WALL SECTION C COLUMN B SECTION

LEGEND:

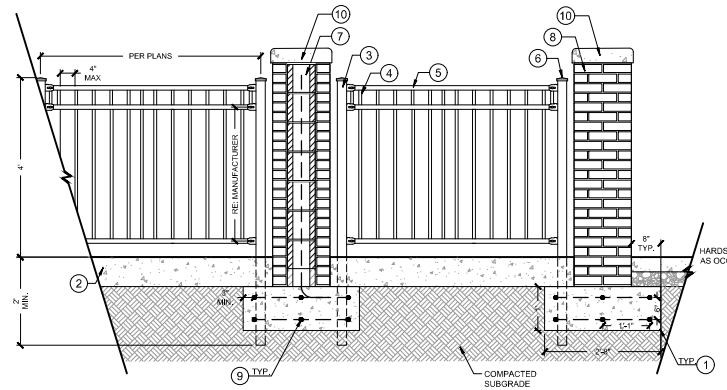
1. 4" PRECAST CONC. CAP; 3000 PSI; FIBER REINFORCED; 1/2" REVEAL ALL SIDES
2. BRICK VENEER; 4"X8"; RUNNING BOND; CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL
3. RELOCATED ARCHWAY; TO BE SANDBLASTED; APPLY EPOXY PRIMER; AND PAINTED; COLOR TO BE SELECTED BY OWNER; INSTALL INSIDE COLUMN
4. FABRICATED 4" 3/16 STEEL COLLAR BASE; SUBMIT SHOP DRAWINGS FOR APPROVAL; COLOR BY OWNER
5. ARCHWAY POST FOOTING TO MATCH CURRENT FOOTING DEPTH; CONTRACTOR SHALL VERIFY DEPTH AND PROVIDE PHOTOGRAPHIC EVIDENCE
6. #4 VERTICAL REBAR, CONTINUOUS
7. #4 LONGITUDINAL BARS, SEE DETAIL FOR SPACING
8. #4 LONGITUDINAL BARS, SEE DETAIL FOR SPACING
9. 3500 PSI CONC. CENTER FILLED; FIBER REINFORCED
10. 8"X8"X8" CMU; FILL CELLS W/ CONC.
11. 8"X8"X12" CMU; FILL CELLS W/ CONC.
12. 3500 PSI CONC. FOOTER

NOTE:
ALL STEEL REBAR SHALL BE 60 KSI, FULLY COATED, UNLESS OTHERWISE NOTED.

2 PLAYGROUND ENTRY WALL W/ ARCH

1/2" = 1'-0"

WALL-53



NOTES:

1. FENCING SHALL BE COMMERCIAL GRADE.
2. CUT/MOUNT POST AND RAIL TO RETAIN A CONSISTENT HEIGHT ABOVE GRADE IN ALL CONDITIONS.
3. INSTALL PER MANUFACTURES RECOMMENDATIONS.
4. RE: GRADE PLAN FOR PROP. ELEVATIONS.
5. RE: HARDSCAPE PLAN FOR PAVING & RAIL CONDITIONS.
6. ALL STEEL REBAR SHALL BE 60 KSI, FULLY COATED, UNLESS OTHERWISE NOTED.

LEGEND:

1. 3500 PSI CONC. FOOTER
2. 8" TURN DOWN EDGE
3. 2-1/2" ALUM. POST EVENLY SPREAD, 5' MAX
4. 1" VERT. ALUM. PICKET, 4" MAX FROM CORNER OF PICKET, EVENLY DISTRIPUTE PICKETS BETWEEN POST
5. 1-1/4" ALUM. FORERUNNER RAIL
6. 2-1/2" ALUM. STD. POST CAP
7. 8"X8"x8" CMU; FILL CELLS WITH CONC.. W/ #4 VERTICAL REBAR CONTINUOUS
8. BRICK VENEER; 4"X8"; RUNNING BOND; CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL
9. #4 LONGITUDINAL BARS @13" OC, TYP, CROSS BARS @ +/-8" OC, TYP.
10. 4" PRECAST CONC. CAP; 3000 PSI; FIBER REINFORCED; W/ 1/2" REVEAL ALL SIDES

1 ALUMINUM FENCE W/ 16" COLUMN ENTRY

3/4" = 1'-0"

S-FENC-MET-53

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A Landscape Development Plan for

Lavretta Park Phase II Improvements

PR-012-25 Mobile, Alabama

Revisions

No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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Drawn: JBS
Project Manager: DCT
Principal: JEC
Project No.: 256010-034
Date: 07.15.2025

Registration



Sheet Title

HARDSCAPE DETAILS

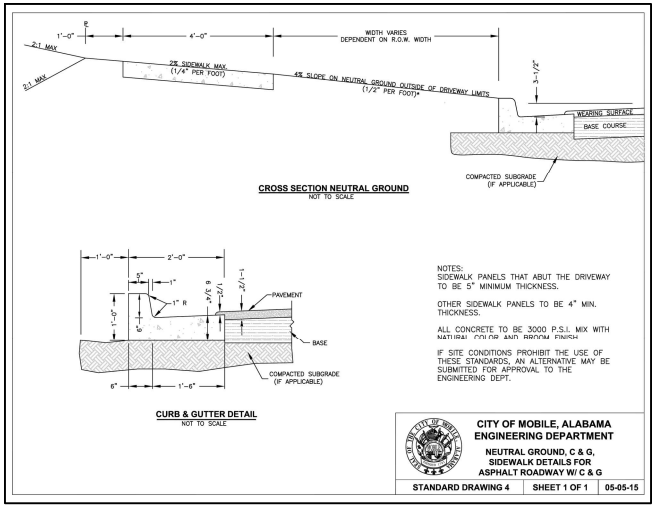
Sheet No.

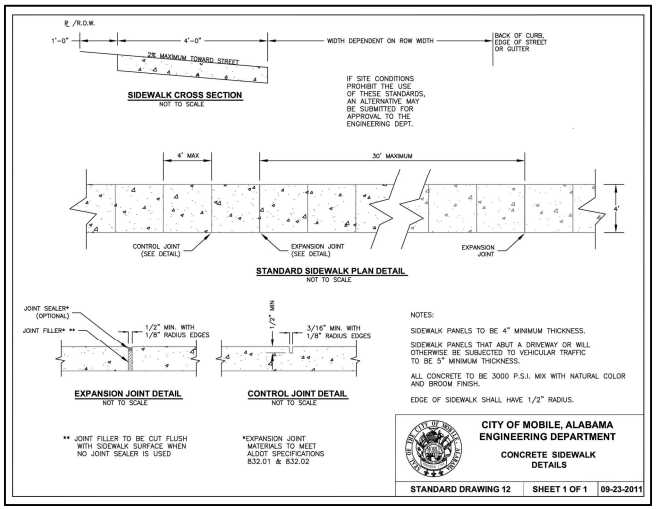
LH502

City of Mobile
Consolidated Standard ROW Notes
Engineering Permitting Department

Right of Way (ROW)

1. The contractor shall notify the City of Mobile ROW Section via e-mail at rightofway.inspect@cityofmobile.org a minimum of 24 hours prior to beginning any work within the ROW or Public Easement for assignment of the City of Mobile ROW inspector. Prior notice applies to all activity within the ROW including mobilization, trenching, boring, concrete placement, etc. Failure to contact the City of Mobile ROW Section prior to beginning any work is a violation of the City of Mobile ROW Ordinance and may invoke enforcement action in the form of a Municipal Offense Ticket.
2. The ROW Permit shall expire upon the completion of the work or if there is any suspension in the progression of work greater than or equal to six (6) months from the date of permit approval. The City may require a submission of a schedule/deadline for completion of work. Permitted work in the ROW not completed in a timely manner is a violation of the City of Mobile ROW Ordinance and may invoke enforcement action in the form of a Municipal Offense Ticket.
3. The contractor shall schedule and obtain an approved formwork inspection from the assigned City of Mobile ROW inspector prior to placement of concrete to confirm minimum dimensional standards are met.
4. The permittee shall schedule and obtain an approved pipe inspection from the City of Mobile ROW inspector prior to placement of fill to confirm pipe joints are wrapped and no lifting holes are present.
5. The contractor shall immediately notify the City of Mobile ROW section via e-mail at rightofway.inspect@cityofmobile.org of any incidental damage to any City of Mobile facilities in the ROW or Public Easements including sidewalks, driveways, ADA ramps, curb and gutter, drainage structures and pipes, etc. The contractor shall be responsible for the repair of any damaged facilities to the City of Mobile standards, in a timely manner, and at no cost to the City of Mobile.
6. All work within the City of Mobile ROW or Public Easements must comply with the "Mobile Rights of Way Construction and Administration Ordinance". A copy of the ordinance may be found at the Municode website for the City of Mobile Ordinance Chapter 57, Article VIII.
7. All work in the ROW shall comply with the Stormwater Management and Flood Control Ordinance and Flood Plain Management Plan of the City of Mobile, Alabama, including but not limited to:
   a. Do not alter the natural drainage flow pattern in the area of work.
   b. Do not divert storm water onto adjacent property or increase the amount of natural drainage flow onto an adjacent property owner or prevent the natural flow of water in the area of work.
   c. Do not fill wetlands without a permit from the US Army Corps of Engineers.
   d. Do not fill within or alter a Special Flood Hazard Area (floodplain) without an engineered flood study or violate any of the requirements in Division 2 of the Stormwater Management and Flood Control Ordinance specifically.
8. With the exception of major roadway rehabilitations/improvements, all restoration work associated with excavations within a public roadway including the placement and compaction of sub-base, base, and bituminous or concrete pavement shall comply with City of Mobile Standard Drawings 11 (Sheets 1-3) (whichever is applicable). Refer to the standard drawing details included in this plan set.
9. The final resurfacing limits of any roadway restoration shall be at the discretion of the City Engineer, to be determined by a field inspection/site visit upon completion of the installation of all permitted infrastructure/facilities, prior to the contractor beginning paving.
10. All sidewalk construction in the ROW shall comply with City of Mobile Standard Drawing 12. Refer to the standard drawing details included in this plan set.
11. Sidewalks in the ROW shall not be obstructed, parked upon, or driven upon without explicit approval documented in writing or on the permitted plans. Failure to comply with this requirement may invoke enforcement action in the form of a Municipal Offense Ticket.
12. On substantial development/redevelopment projects, any sidewalk panels in the ROW which are cracked, have been shoved creating a tripping hazard, or those which have been worn to the extent that they create a slipping hazard, shall be replaced. The determination of this condition is ultimately the decision of the City.
13. All driveway apron construction in the ROW shall comply with City of Mobile Standard Drawings 3 (Sheets 1 and 2), 5/5 SW (Sheets 1 and 2), 6, or 10 (whichever is applicable). Refer to the standard drawing details included in this plan set.
14. All ADA ramps and landing construction in the ROW shall comply with City of Mobile Standard Drawings 7 (Sheets 1 and 2), 8 (Sheets 1 and 2), 9 (Sheets 1 and 2) (whichever is applicable). Refer to the standard drawing details included in this plan set. ADA compliant truncated dome panels shall be anchored and cast in place, not bolted down and retrofitted.
15. All control and expansion jointing in the ROW shall comply with the material and dimensional requirements on City of Mobile Standard Drawing 12. Wood shall not be used as expansion joint material. Expansion joints shall be required where any concrete structure abuts another concrete structure or non-yielding material. The spacing of control and expansion joints for various concrete structures shall be as follows:
   a. Sidewalks – Control joins shall be placed every 4 feet or equivalent with the width of the sidewalk (maximum 10 feet). Expansion joints shall be placed every 30 feet to 32 feet.
   b. Driveways and Curb and Gutter – Control joints shall be placed every 8 feet to 10 feet. Expansion joints shall be placed every 32 feet to 40 feet.
16. All storm drain pipe installed in the City of Mobile ROW, Public Easement, or carrying City of Mobile system stormwater shall have the joints wrapped with filter fabric, shall have no lifting holes (filling lifting holes is not allowed without explicit approval), shall be a minimum of 15 inch in diameter, and shall be Class III or stronger reinforced concrete pipe (RCP). The contractor needs to notify the pipe manufacturer ahead of time that the project is within the City of Mobile ROW to obtain pipe without lifting holes.
17. Storm drainage connections shall occur at the junction box or inlet. If there is not an existing inlet or junction box to connect to, then one shall be constructed in accordance with relevant ALDOT Standard and Special Drawings.
18. Any excess soil produced as a result from any excavation in the ROW shall be removed from the ROW.
19. No excavations in the ROW shall be left open overnight unless the excavation has been properly secured with appropriate safety equipment (e.g. steel plates, barricades, safety fencing/screening). Excavations in the ROW shall not be left open for excessive amounts of time regardless of safety equipment.
20. No excavations or jetting shall be done under the curbs and gutters, sidewalk, or driveways, or other hardscapes within the ROW without removal and replacement of the overlying structure. Boring, using a missile, or other methods which do not excavate and undermine the compaction of the underlying soil shall be permissible.
21. All disturbed areas in the neutral ground of the ROW shall be solid sodded or stabilized according to an approved landscaping plan. The sod shall be flush with the top of the sidewalk. If landscaping is present, the ROW shall be restored in kind. In some instances, at the discretion of the City, existing vegetation may require removal and restoration of sod.
22. Installation of irrigation systems within the ROW shall require a separate ROW permit or shall be permitted by inclusion of an irrigation plan (including locations of meters, valves, sprinkler heads and spray direction/length) in the approved plans. The City reserves the right to remove irrigation in the ROW and assumes no liability for damages associated with irrigation systems.
23. All utility pipes, conduits, and facilities and associated excavation shall maintain a minimum 36 inches of separation (vertically, horizontally, or combination thereof) from City of Mobile storm drainage pipes and structures. If a minimum of 36 inches of separation cannot be maintained due to dimensional constraints in the field, as a condition of approval, the City of Mobile may require additional precautionary measures to be taken such as limiting excavation efforts to hand trenching, presence of a ROW inspector while probing, locating, and excavating within 36 inches of the pipe/structure, or the provision of post construction storm drainage videos. Please refer to any site-specific notes on the plan/profile sheets and/or cross-sections details as well as any conditions printed on the permit for any required work restrictions.
24. All utilities in the City of Mobile ROW shall be placed at a minimum depth of 36 inches and 48 inches outside and inside of roadways respectively.





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PR-012-25 Mobile, Alabama

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	04.10.26	BID SET

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JBS — Drawn
DCT — Project Manager
JEC — Principal
256010-034 — Project No.
07.15.2025 — Date

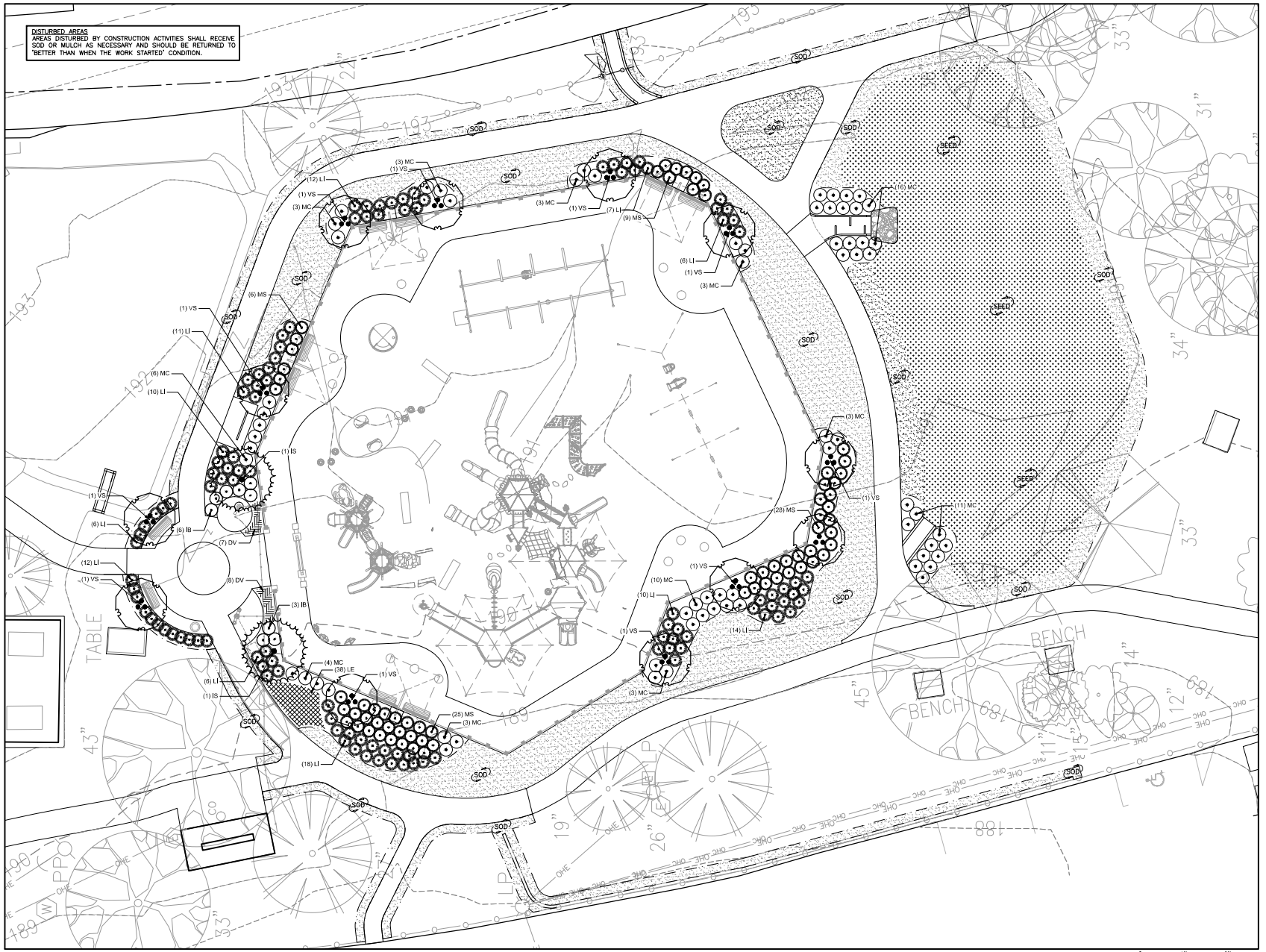
Registration
STATE OF ALABAMA — JAMES E. CROWE — REGISTERED LANDSCAPE ARCHITECT — NUMBER 6

Sheet Title

RIGHT OF WAY DETAILS

Sheet No.

LH503



1 LANDSCAPE PLANTING PLAN
Scale: 1"=10'

0 10' 20'

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JBS Drawn
DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA
JAMES EDGAR CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
LANDSCAPE PLANTING PLAN

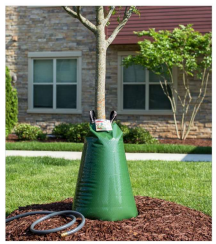
Sheet No.
LP100

PLANT SCHEDULE

SYMBOL	CODE	ESTIMATED QTY	COMMON / BOTANICAL NAME	CONT	CAL	HT	SPACING
TREES							
	IS	2	SAVANNAH HOLLY ILEX X ATTENUATA 'SAVANNAH' SPECIMEN FORM	30 GAL. OR B&B	3"	8'-10'	
	VS	12	SHOAL CREEK CHASTE TREE VITEX AGNUS-CASTUS 'SHOAL CREEK' MULTI-TRUNK; 1" CAL PER TRUNK; MIN. 3 TRUNKS; SPECIMEN FORM	45 GAL. OR B&B	3"	8'-10'	
SHRUBS							
	MS	68	ADAGIO EULALIA GRASS MISCANTHUS SINENSIS 'ADAGIO'	3 GAL		18"-24"	36" o.c.
	LI	112	BREEZE™ MAT RUSH LOMANDRA LONGIFOLIA 'BREEZE'	3 GAL		18"-24"	36" o.c.
	IB	9	DWARF BURFORD HOLLY ILEX CORNUTA 'BURFORDII NANA'	7 GAL		18"-24"	36" o.c.
	MC	68	PINK MUHLY GRASS MUHLENBERGIA CAPILLARIS	3 GAL		12"-18"	36" o.c.
GROUND COVERS							
	DV	15	AFRICAN IRIS DIETES VEGETA	1 GAL		12"-16"	18" o.c.
	LE	38	EMERALD GODDESS® LILYTURF LIRIOPE MUSCARI 'LOVE POTION NO. 13'	1 GAL		12"-16"	18" o.c.
SOD							
	ZJ	5,712 SF	ZOYSIA GRASS ZOYSIA JAPONICA	SOD			
SOD/SEED							
	SU	4,904 SF	NATIVE SOUTHEAST WILDFLOWER SEED MIX AMERICAN MEADOWS NATIVE SOUTHEAST SEED MIX APPLY AT RATES RECOMMENDED BY PROVIDER. APPLY PER PROVIDER RECOMMENDATIONS.	SEED			

NOTE

ALL TREES TO RECEIVE TREEGATOR ORIGINAL SLOW RELEASE WATERING BAG INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.



TREEGATOR® ORIGINAL

SLOW RELEASE WATERING BAG FOR SHADE TREES

BENEFITS:

- *Ideal for newly planted shade or street trees.*
- *Reduces transplant and drought shock.*
- *100% water absorption with no run-off.*
- *Install and fill in minutes with no tools required.*
- *Deep water saturation with every fill.*
- *Fill just 1 to 2 times per week, or as needed.***
- *Promotes deep root growth.*
- *Non-invasive design will not harm existing landscape.*
- *Can be used with nutrient / chemical additives.***
- *Zip multiple bags together to accomodate large trees.*
- *Made in the U.S.A. with a 5-year limited warranty.*

***REFER TO WATERING CAPACITY / FREQUENCY CHART SHOWN BELOW*

DESCRIPTION:

If you plant shade trees, you need a Treegator® Original Slow Release Watering Bag! Golf courses, parks, cities, nurseries, landscapers, DOT's, resorts and homeowners all love its simple, affordable patented tree watering technology. Makes anyone a watering professional. Perfect for newly planted or established trees up to 8" in caliper, with branches beginning at least 25 inches from the ground or higher. Save time, water, effort and trees!

SPECS:

Single bag fits min. 1 inch to max. 4 inch caliper tree with branches at least 25" from the ground or higher.
Use a Double Bag setup (2 single bags zipped together back-to-back) to water 4 inch to 8 inch caliper trees.
Made of green polyethylene with scrim reinforcement, black polypro straps and nylon zippers.
2 water release points per bag.
Bag is empty in approximately 5 to 9 hours.
UV stabilized to withstand exposure to sunlight.
Fill opening fits up to 3" diameter hose.

DIRECTIONS FOR USE:

Place around tree trunk, with the zippers on uphill side of tree.
Wrap both sides around trunk until zippers meet and zip together from bottom to top.
Lift tag to expose fill opening at top of bag.
Insert hose into fill opening and begin filling with water.
Fill bag to 1/4 capacity.
Gently lift up on straps at top of bag to expand bottom.
Fill to desired level and let empty.
Continuously waters for approximately 5 to 9 hours.

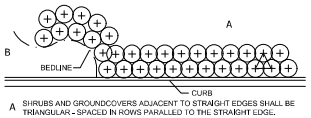
MEASUREMENTS:

Full - 30" tall x 18" wide (at base)

WATERING CAPACITY / FREQUENCY CHART:

Treegator® Original Bag Setup	Trunk Caliper (diameter)	Approx. Water Capacity (per single bag)	Recommended Fills per Week
Single Bag Setup	**1 to 2 inch** (3 to 5 cm)	**15 gallons** (56.78 liters)	1 Fill per Week
	2 to 3 inch (5 to 8 cm)	**14.75 to 14.25 gallons** (55.84 to 53.94 liters)	2 Fills per Week
Double Bag Setup* (2 single bags)	**0.00 inch** (stand-alone†)	**25 gallons** (94.63 liters)	Varies based on application
	4 to 5 inch (10 to 13 cm)	**23.50 gallons** (88.95 liters)	1 Fill per Week
	5 to 8 inch (13 to 20 cm)	**22.75 to 21.5 gallons** (86.11 to 81.38 liters)	2 Fills per Week

**Double Bag setup is two (2) single Treegator® Original bags zipped together back-to-back. †When watering older established trees with fully developed root systems, a Double Bag setup can also be used as a stand-alone watering solution (i.e. not wrapped around a trunk)*



A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLED TO THE STRAIGHT EDGE.

B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

6 TYPICAL PLANT SPACING
NOT TO SCALE 329399-04

7 BASIS OF DESIGN: TREEGATOR

NATIVE WILDFLOWER MEADOW NOTES:

SITE PREPARATION:

1. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, LANDSCAPING, AND OTHER FACILITIES FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
2. 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. HERBICIDE SHOULD BE APPLIED TO THE SITE AREA TO REMOVE ANY WEEDS AND GRASSES BEFORE APPLYING SEED.
   a. A SECOND APPLICATION MAY BE NECESSARY BEFORE PLANTING IF THERE IS WEED REGROWTH. IF A SECOND APPLICATION IS REQUIRED, SEEDS SHOULD NOT BE SOWN UNTIL TWO WEEKS HAVE PASSED.
4. LIGHTLY CULTIVATE THE SOIL WITH A RAKE OR HAND TOOL TO A DEPTH OF ½-2 INCHES. DEEPER TILLING WILL BRING VIABLE WEED SEED TO THE SURFACE.

TOPSOIL:

1. TOPSOIL FURNISHED BY THE CONTRACTOR SHALL MEET THE REQUIREMENTS GIVEN IN ASTM D 5268 STANDARD SPECIFICATIONS FOR TOPSOIL FOR LANDSCAPE PURPOSES:
2. THE CONTRACTOR SHALL PROVIDE 1LB SOIL SAMPLE FOR APPROVAL BY PROJECT MANAGER, IF SOIL TEST IS NOT AVAILABLE
   b. THE SOIL SAMPLE TESTING SHALL BE PROVIDED FROM 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.
3. THE GRADING AND SHAPING OF THE AREA WHERE TOPSOIL MUST BE PLACED SHALL BE COMPLETED PRIOR TO THE PLACEMENT OF THE TOPSOIL UNLESS DIRECTED OTHERWISE BY THE PROJECT MANAGER.
4. TOPSOIL SHALL BE APPLIED TO A MINIMUM OF 4 INCHES. APPLIED TOPSOIL SHALL BE COMPACTED BY TRACKING. TRACKING SHALL BE ACCOMPLISHED BY THE OPERATION OF A TRACKED VEHICLE LEAVING RIDGES PERPENDICULAR TO THE DIRECTION FLOW OF WATER DOWN THE SLOPE. THE TOPSOIL SHALL THEN BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS GIVEN. GROUND PREPARATION AND VEGETATION ESTABLISHMENT OPERATIONS SHALL COMMENCE AS SOON AS POSSIBLE AFTER THE APPLICATION OF TOPSOIL TO REDUCE THE POTENTIAL FOR THE EROSION OF THE TOPSOIL.
5. FURNISHED TOPSOIL FROM OFF-SITE SOURCES SHALL BE NATURAL, FRIABLE SURFACE SOIL UNIFORM IN COLOR AND TEXTURE. TOPSOIL SHALL BE FREE FROM SLAGS, STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH, AND OTHER MATERIAL. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED CONSTRUCTION SITES WHERE TOPSOIL OCCURS AT LEAST 4 INCHES DEEP; DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.

FERTILIZER:

1. GRANULAR OR PELLETED SLOW-RELEASE FERTILIZER CONSISTING OF 50 PERCENT WATER-SOLUBLE NITROGEN, PHOSPHOROUS, AND POTASSIUM IN THE FOLLOWING COMPOSITION:
   a. COMPOSITION: 20 PERCENT NITROGEN, 10 PERCENT PHOSPHORUS, AND 10 PERCENT POTASSIUM, BY WEIGHT.
   b. COMPOSITION: NITROGEN, PHOSPHOROUS, AND POTASSIUM IN AMOUNTS RECOMMENDED IN SOIL REPORTS FROM A QUALIFIED SOIL-TESTING LAB.
2. FERTILIZER TO BE APPLIED AFTER TOPSOIL IS IN PLACE

WILDFLOWER AREA PREPARATION:

1. LIMIT WILDFLOWER AREA SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
2. REFERTILIZING, AS NEEDED, SHALL CONSIST OF APPLYING 12-4-8 FERTILIZER TO TOPSOILED AREAS. WORK SHALL BE DIRECTED BY THE PROJECT MANAGER.
3. APPLY 1 INCH SOIL CONDITIONER (NUTRI-GREEN, NATURE'S FINEST, OR APPROVED EQUAL) AT A RATE OF 3 CUBIC YARDS PER 1000 SQUARE FEET.
4. GRADE WILDFLOWER AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS ½ INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINAL GRADES. LIMIT FINE GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
5. RESTORE AREAS IF ERODED OR OTHERWISE DISTURBED AFTER THE FINISH GRADING AND BEFORE PLANTING.

SEED APPLICATION:

1. DELIVER SEED IN ORIGINAL SEALED, LABELED, AND UNDAMAGED CONTAINERS.
2. BROADCAST SEEDS EVENLY BY SPREADER OR SEEDING MACHINE.
3. DO NOT BROADCAST OR DROP SEED WHEN WIND VELOCITY EXCEEDS 5 MPH.
4. EVENLY DISTRIBUTE SEED BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.
5. DO NOT USE WET SEED OR SEED THAT IS MOLDY OR OTHERWISE DAMAGED.
6. SOW SEED AT THE NET RATE OF 1 lB/1000 SF
7. BRUSH SEED INTO TOP 1/16 INCH OF TOPSOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.
8. WATER NEWLY PLANTED AREAS AND KEEP MOIST UNTIL MEADOW IS ESTABLISHED.

MULCHING:

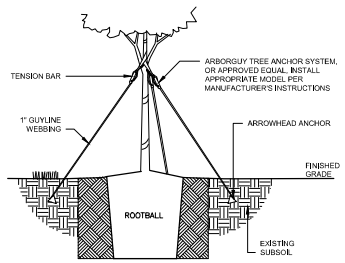
1. PROTECT SEEDED AREAS FROM HOT, DRY WEATHER, OR DRYING WINDS BY APPLYING STRAW WITHIN 24 HOURS AFTER COMPLETING SEEDING OPERATIONS.
2. APPLY STRAW BY HAND TOSSING OR BLOWN BY MACHINE.

MAINTENANCE:

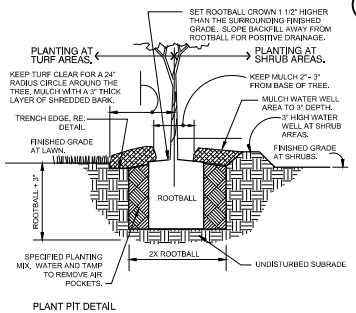
1. BEGIN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL AN ACCEPTABLE MEADOW IS ESTABLISHED, BUT FOR NOT LESS THAN 90 DAYS AFTER PLANTING.
2. MAINTAIN AND ESTABLISH MEADOW BY WATERING, WEEDING, TRIMMING, REPLANTING, AND REPLANT BARE OR ERODED AREAS AND REMULCH.
3. SCHEDULE WATERING 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.
4. WATER MEADOW AT A MINIMUM RATE OF ½ INCH PER WEEK UNITL MEADOW IS ESTABLISHED.

CLEAN UP AND PROTECTION:

1. ERECT BARRICADES AND WARNING SIGNS AS REQUIRED TO PROTECT NEWLY PLANTED AREAS FROM TRAFFIC. MAINTAIN BARRICADES THROUGHOUT MAINTENANCE PERIOD AND REMOVE AFTER MEADOW IS ESTABLISHED.
2. REMOVE EROSION-CONTROL MEASURES AFTER WILDFLOWER ESTABLISHMENT PERIOD.

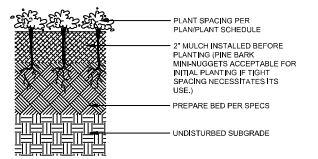


STAKING DETAIL

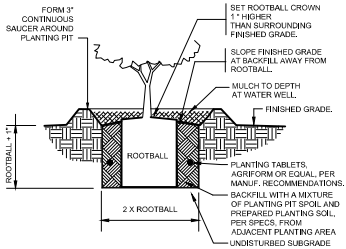


PLANT PIT DETAIL

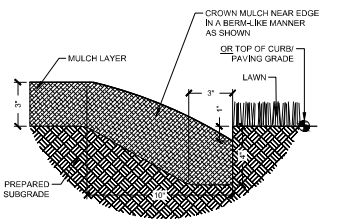
1 TREE PLANTING - GUY STRAP
1" = 1'-0" 329343.26-01



4 GROUNDCOVER PLANTING
3" = 1'-0" PLNT-GR-03

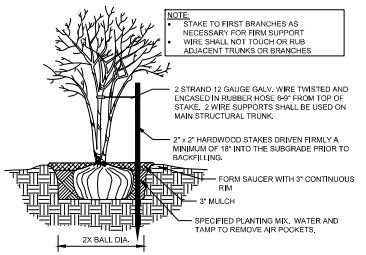


2 SHRUB PLANTING
1" = 1'-0" 329333.13-01



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

5 TRENCH EDGE
3" = 1'-0" 329413.23-02



3 MULTI-TRUNK TREE STAKING
1/2" = 1'-0" 329343-01

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A Landscape Development Plan for

Lavretta Park Phase II Improvements

PR-012-25 Mobile, Alabama

Revisions

No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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Drawn: JBS
Project Manager: DCT
Principal: JEC
Project No.: 256010-034
Date: 07.15.2025

Registration

STATE OF ALABAMA JAMES EDGAR CROWE NUMBER 6 REGISTERED LANDSCAPE ARCHITECT

Sheet Title

LANDSCAPE PLANTING DETAILS

Sheet No.

LP500