

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
September 5, 2023
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session August 21, 2023
Regular Meeting August 21, 2023

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

Congressman Jerry Carl recently sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out the survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

On Sunday, October 1, 2023, the Mobile Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. FAME, Fine Arts, Music & Entertainment will have an art guild show prior to the concert from 5:00 p.m. to 6:00 p.m.

On October 13, 2023, the City of Spanish Fort and the City of Spanish Fort Public Library will host a family movie night on the grounds of the Spanish Fort Community Center. We will be showing the family classic animated film, "Shrek". Bring your blankets and tailgate chairs and enjoy a movie at 6:00 p.m. or as soon as it is dark enough to see the screen. The public is invited to begin arriving at 5:00 p.m., and there will be lawn games set up to enjoy in advance of the movie. The event is free for the entire family. More details, including the movie name, can be found at <https://www.spanishfortpubliclibrary.org>.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Public Hearing on Ordinance No. 643-2023 as follows:

Ordinance No. 643-2023----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Described as Lot 1 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-2

Resolution No. 1366-2023----A Resolution Awarding a Bid for the Caisson Trace Pipe Replacement Project in the City of Spanish Fort, Alabama

Resolution No. 1367-2023----A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding Between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort

Resolution No. 1369-2023----A Resolution Authorizing the Mayor to Execute a Contract for Services between the City of Spanish

Fort, Alabama, and Goodwyn Mills Cawood, LLC

Resolution No. 1370-2023----A Resolution Authorizing the Mayor to Execute a
Contract for Services between the City of Spanish
Fort, Alabama, and Thompson Engineering

Resolution No. 1371-2023----General Operations Budget for Fiscal Year 2023-2024

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, September 18, 2023

**Spanish Fort City Council
Minutes, Regular Meeting, August 21, 2023**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, August 21, 2023, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Shane Perry led the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of August 7, 2023, the Budget Retreat/Work Session of August 19, 2023, and the Special Meeting of August 19, 2023, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

REPORTS OF COMMITTEES AND OFFICERS

Junior City Councilmember Caroline Pierce reported that the Junior City Council has established a committee to develop a community theater/talent show night. The Junior City Council also established a committee to develop a plan for community-based service projects to help individuals and the community as a whole.

Councilmember Gustafson reported that the Junior City Council is also developing its social media accounts. Councilmember Gustafson also informed the City Council that the Junior City Council had discussed lighting along U.S. Highway 98 near the Spanish Fort Town Center.

Mayor McMillan reported that the City was being proactive regarding mosquito spraying. The City has partnered with the Baldwin County Health Department to set mosquito traps in various parts of the City for testing purposes. The Mayor reported that the City Council would be considering an item on the agenda to contract with VDCI for mosquito spraying, education and testing purposes.

PUBLIC PARTICIPATION

Ms. Linda Green of 503 General Maury Drive stated her concerns and asked questions of the Council regarding mosquito spraying, issues with stagnant pools and overgrown lots. Mayor McMillan responded on behalf of the City Council to address Ms. Green's concerns.

ANNOUNCEMENTS

Congressman Jerry Carl recently sent out a survey to Spanish Fort residents asking for feedback about our postal service. Please check your email inbox and fill out that survey. If you did not receive a survey, please send your comments to jerry.carl@mail.house.gov. It is important the Congressman and his staff receive your feedback.

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Monday, September 4, 2023, to allow City employees to celebrate the Labor Day Holiday. The Spanish Fort Public Library will also be closed on Saturday, September 2, 2023. The City Council will meet on Tuesday, September 5, 2023. The work session is scheduled for 4:30 p.m., and the City Council meeting is scheduled for 6:00 p.m.

OLD BUSINESS

There was none.

NEW BUSINESS***Ordinance No. 642-2023***

Mayor McMillan presented Ordinance No. 642-2023, an ordinance establishing a speed zone with a speed limit of 50 miles per hour on that portion of U.S. Highway 31 (AL-3) located in the City of Spanish Fort, Alabama, from Milepost 5.0 to Milepost 7.5. David Conner explained the proposed Ordinance. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Curt Smith to adopt Ordinance No. 642-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 643-2023

Mayor McMillan introduced Ordinance No. 643-2023, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of certain real property described as Lot 1 of Woodside Business Park, Spanish Fort, Alabama, from R-1 to B-2. David Conner explained the proposed Ordinance. Discussion followed.

Resolution No. 1360-2023

Mayor McMillan presented Resolution No. 1360-2023, a resolution adopting a transportation plan for the City of Spanish Fort for Fiscal Year 2023-2024. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Resolution No. 1360-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1362-2023

Mayor McMillan presented Resolution No. 1362-2023, a resolution authorizing the Mayor to enter into an agreement with Iamresponding.com. David Conner explained the proposed resolution. Discussion followed.

A motion was made by Councilmember Perry and seconded by Councilmember Gustafson to adopt Resolution No. 1362-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

Resolution No. 1366-2023

Mayor McMillan introduced Resolution No. 1366-2023, a resolution awarding a bid for the Caisson Trace pipe replacement project in the City of Spanish Fort, Alabama. Discussion followed.

Resolution No. 1367-2023

Mayor McMillan introduced Resolution No. 1367-2023, a resolution authorizing the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort. David Conner announced he had a conflict of interest in the matter. Mayor McMillan explained the proposed resolution. Discussion followed.

Resolution No. 1368-2023

Mayor McMillan introduced Resolution No. 1368-2023, a resolution authorizing the Mayor to execute a contract for services between the City of Spanish Fort and VDCI. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember J.R. Smith to suspend the rules for immediate consideration of Resolution No. 1368-2023. Discussion followed.

Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan announced the motion carried, and the rules were suspended to allow for immediate consideration of Resolution No. 1368-2023.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1368-2023. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Resolution adopted.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:24 p.m.

Approved this ____ day of September 2023.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, August 21, 2023

The City Council of the City of Spanish Fort, Alabama, met Monday, August 21, 2023, at 4:31 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

Mr. David Conner, City Attorney, made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosures of which could reasonably be expected to be detrimental to public safety or welfare; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Curt Smith and seconded by Councilmember J. R. Smith to go into executive session at 5:00 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan announced that the executive session would last approximately 30 minutes and that the Work Session would resume upon the conclusion of the executive session. At 5:34 p.m., City Clerk Rebecca A. Gaines announced the executive session would continue approximately ten additional minutes.

The Council reconvened at 5:47 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:59 p.m.

Approved this _____ day of September, 2023.

Rebecca A. Gaines
City Clerk

ORDINANCE NO. 643-2023

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED AS LOT 1 OF WOODSIDE BUSINESS PARK, SPANISH FORT, ALABAMA, FROM R-1 TO B-2

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from R-1 to B-2; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, August 14, 2023, and the City Council of the City of Spanish Fort held a meeting on September 5, 2023, for the purpose of receiving public comments on the proposed change in zoning classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at Broken Branch Circle, being further described as Lot 1, Woodside Business Park, bearing tax parcel number 05-33-04-18-0-000-004.001, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-2, Local Business District. A map of the surrounding area is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from R-1, Single Family Low Density Residential District, to B-2, General Business District, on the above referenced property.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

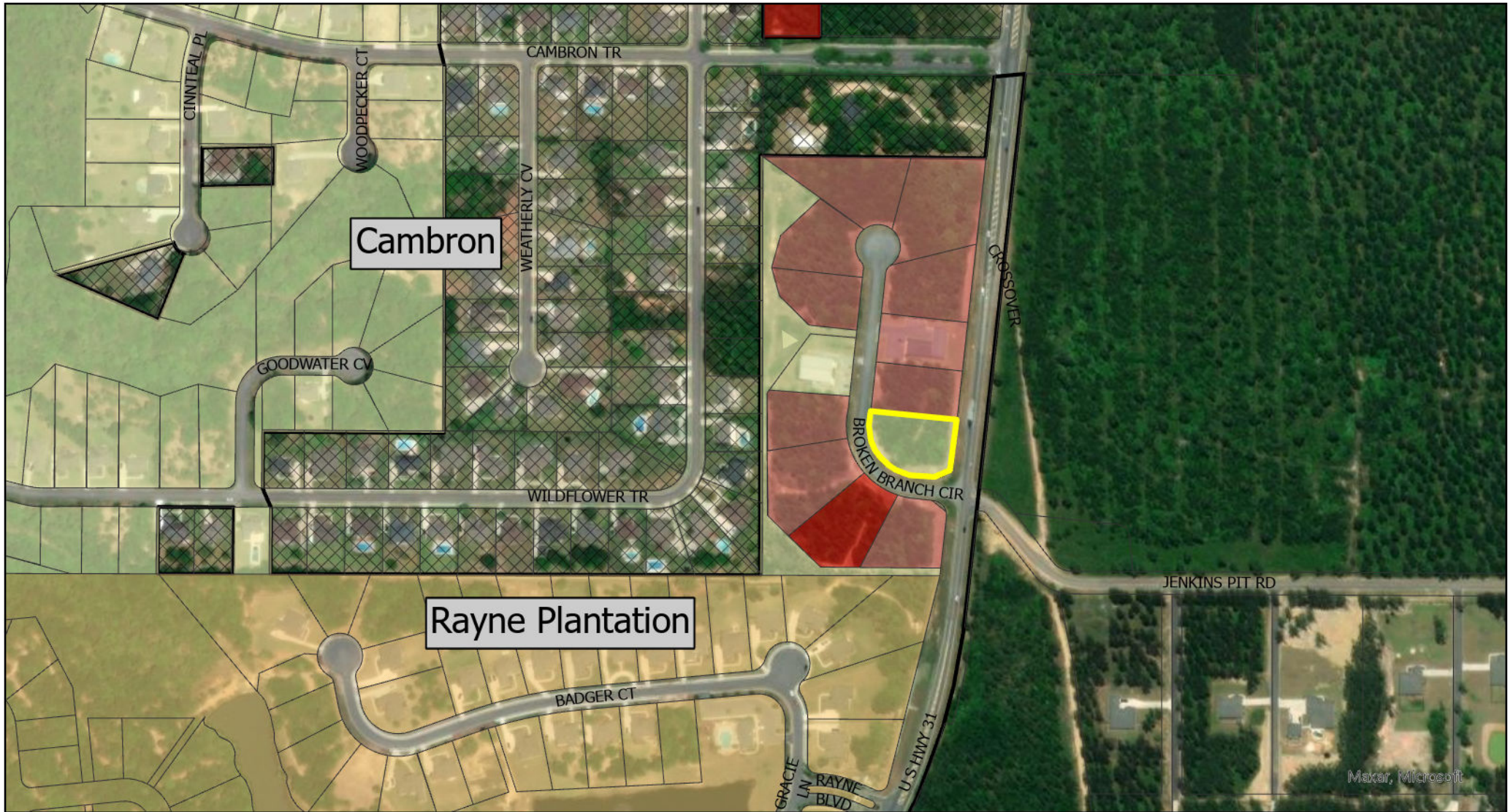
ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 643-2023

LEGAL DESCRIPTION:

LOT 1, WOODSIDE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF RECORDED ON SLIDE 2421-F IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA



Spanish Fort Zonin

ZONING_CLA

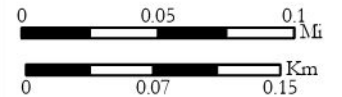
- <all other values>
- B-1: Professional Business
- B-2: Local Business

- B-3: General Business
- B-4: Major Business District
- Baldwin County
- City of Spanish Fort
- Extraterritorial Jurisdiction

- M-1: Light Industrial
- PUD: Planned Unit Development
- R-1: Low-Density Single-Family Residential

- R-2: Medium-Density Single-Family Residential
- R-3: Multi-Family Residential
- R-3D: Medium Density Multi-Family Residential

- R-4: Manufactured/Mobile Home Residential
- State of Alabama
- T-1: Telecommunication Tower District
- <all other values>



Maxar, Microsoft

RESOLUTION NO. 1366-2023

A RESOLUTION AWARDING A BID FOR THE CAISSON TRACE PIPE REPLACEMENT PROJECT IN THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, the Mayor and City Council find that the lowest responsible bid submitted for the Caisson Trace Pipe Replacement Project in the City of Spanish Fort was submitted by PL Russell, LLC; and

WHEREAS, the City Council desires to award the bid for the Caisson Trace Pipe Replacement Project in the City of Spanish Fort to PL Russell, LLC, as per its bid received on August 3, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA. AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to pay the sum of \$144,273.46 to PL Russell, LLC, for the Caisson Trace Pipe Replacement Project in the City of Spanish Fort as per the bid dated August 3, 2023, and to execute a contract with PL Russell, LLC, subject to any changes, terms or conditions deemed necessary.. A copy of the bid recommendation letter from the City Engineer and a copy of the bid tabulation report is attached as Exhibit 1. A copy of the Project Manual, including the Contract, is attached as Exhibit 2.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this _____ *day of* _____, **2023**.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

Certified Bid Tabulation

Project Name: Caisson Trace Pipe Replacement Project

Project Number: 2023ARP-CT1

Engineer: Matthew Jones Engineering LLC

Date Bids Received: 8/03/23 (2:00pm)

Bidders Name	License Number	Total Base Bid	Signed Bid Form	Addendum 1 Acknowledgement	Addendum 2 Acknowledgement	Bid Bond?	Non-Collusion Affidavit?
S.C. Stagner Contracting Inc.	38661	\$184,911.00	Yes	Yes	Yes	Yes	Yes
P.L. Russell LLC	57754	\$144,273.46	Yes	Yes	Yes	Yes	Yes
James Bros. Excavating, Inc.	13013	\$182,719.00	Yes	Yes	Yes	Yes	Yes

Engineer's Opinion of Probable Cost: \$139,874.50

Certified By:



MATTHEW JONES ENGINEERING, LLC

August 10, 2023

VIA EMAIL

Mr. Cody Ledet
Environmental Planner
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

RE: Caisson Trace Pipe Replacement Project
Project Number 2023ARP-CT1

Dear Mr. Ledet,

Please find attached the Certified Bid Tabulation for the referenced project. I have reviewed the three (3) responsive bids received August 8, 2023 that are listed on the bid tab. The prices for the low bid were found to be reasonable for the work to be performed; the bid is within about 3% of the Engineer's Opinion of Probable Cost. Additionally, there are no indications of an unbalanced bid and all required documentation has been provided.

Therefore, it is my opinion that P.L. Russell LLC is the lowest responsive and responsible bidder with a corrected low bid of \$144,273.46, and as such, recommend they be awarded the contract for this amount.

If you have any questions, please do not hesitate to call.

Best regards,



S. Matthew Jones, P.E.

Cc: Rebecca A. Gaines
Casey Rains

PROJECT MANUAL

Caisson Trace Pipe Replacement Project

Project No. 2023ARP-CT1

prepared for

The City of Spanish Fort



prepared by
Matthew Jones Engineering, LLC

Bid Date: 2:00 PM on Thursday August 2, 2023

SECTION 00 01 10

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- Spanish Fort Subdivision Regulations (incorporated by reference)
- Alabama Department of Transportation Standard Specifications for Highway Construction (incorporated by reference)

END OF SECTION

City of Spanish Fort
Caisson Trace Pipe Replacement Project
Project Number 2023ARP-CT1

Sealed bids for the construction of the Caisson Trace Pipe Replacement Project will be received by the City of Spanish Fort at Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, AL until **2:00 PM on Thursday August 2, 2023**, and then publicly opened for furnishing all materials, labor, equipment, and performing all work required by the City of Spanish Fort and described as follows:

1. Removal of existing drainage system consisting of two (2) S-Inlet curb inlets, Concrete Storm Pipe, Corrugated Metal Storm Pipe, Junction Box.
2. Construction of a new drainage system consisting of two Curb Inlets, +/-274 linear feet of concrete pipe, Junction Box, Rip Rap, and other items.

Thirty-five (35) working days are allowed for the construction of the project.

All bids must be on blank forms provided in the specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a bidder's bond, payable to City of Spanish Fort, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars (\$10,000.00), shall be filed with the bid, as a bid guaranty. The bidder's bond shall be prepared on the form specified and issued by a surety company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the City in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the City in an amount not less than the contract price, insuring payment for all labor and materials, shall also be required at the signing of the contract. In addition, the contractor must furnish to the City at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said contract.

Each Bidder is required to submit a "Bid Security", "Bid Form", Non-Collusion Affidavit", and any other items as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Contract documents may be obtained in electronic PDF format at no cost to the bidder by emailing a request to the engineer, S. Matthew Jones, PE at SpanishFortBids@gmail.com. Hardcopies of the contract documents may be obtained upon request and upon deposit of \$150 to the engineer. This deposit shall be refunded in full upon return of the documents in reusable condition within ten (10) days after bid opening. The cost of and return of additional sets of specifications shall be in accord with Section 39-2-3(b), Code of Alabama (1975). No Specifications will be issued later than twenty-four (24) hours prior to the time indicated above for receiving bids.

It is the Bidder's responsibility to ensure they have all bidding documents and addendums. For any

technical questions, contact the engineer at the provided email address.

A **mandatory** pre-bid conference will be held on **Wednesday, July 26, 2023 at 4:00 P.M. at City of Spanish Fort, 7361 Spanish Fort Boulevard, Spanish Fort, AL3652**. All prospective bidders shall have a representative present at the pre-bid conference. No bids will be considered unless the bidder, whether resident or nonresident of Alabama, is properly licensed and qualified to perform the work described herein in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current certificate to engage in general contracting in the State of Alabama, issued by the State of Alabama Licensing Board for General Contractors, Montgomery, Alabama, as required by Section 34-8-2, Code of Alabama (1975).

Any contractor that desires to bid as a prime contractor must have at least one of the following major classifications of license per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code: Highway and Streets or Heavy and Railroad Construction; or MU-(S) Specialty Construction: Drainage and Culvert.

Out of state corporations shall furnish a certificate of authority to transact business in Alabama. Out of state limited liability companies shall provide proof of registration to transact business in this state.

Prior to the award of a competitively bid contract to a contractor having one or more employees in the State of Alabama, Alabama law requires that the contractor provide the City proof of enrollment in E-Verify (see www.uscis.gov/everify).

All Bidders must be registered in www.SAM.gov for the purposes of confirming suspension status. The City of Spanish Fort will verify that the contractor or its principles, does not appear on the federal government's Federal Excluded Parties List prior to executing an agreement of contract with the entity.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises in full compliance with 2 CFR 200.321, and provide documentation of efforts to the City of Spanish Fort prior to award of a contract.

All applicable sections of 2CFR 200, Appendix B apply to this project.

No bid shall be withdrawn for a period of sixty (60) days after the opening of bids without the consent of the City of Spanish Fort.

END OF SECTION

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. City of Spanish Fort – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered, otherwise known as issuing office.
 - B. Business Day(s) – 24 hours measured from midnight to next midnight excluding weekend and State of Alabama observed holidays.
 - C. Calendar Day(s) – 24 hours measured from midnight to next midnight including weekend and State of Alabama observed holidays.
 - D. Site – The site is the area within the limits of construction as detailed in the plans. Generally the site is located at and between 16 and 18 Caisson Trace.
 - E. Working Day(s) 24 hours measured from midnight to next midnight excluding weekend and State of Alabama observed holidays, and excluding days during which rainfall or other weather conditions prevent work for at least half of the day.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Contractor shall have the requisite licensing issued from the State of Alabama Licensing Board for General Contractors
- 3.02 Contractor shall be registered in Sam.gov, and shall provide their UEI for verification of their registration status.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions, if applicable in Section 00 31 00

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.02 *Hazardous Environmental Condition, if applicable in Section 00 31 00*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.03 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.04 On request and subsequent approval of Owner and Property Owner, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder to provide a description of tests, etc. prior to approval.

4.05 If a reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- A. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it

will be noted in the Supplementary Conditions.

- 4.06 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
if provided in Section 00 31 00, Available Project Information carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
 - D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.07 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that

Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – MANDATORY PRE-BID CONFERENCE

5.01 There will be a mandatory “Pre-Bid” meeting on **Wednesday, July 26, 2023 at 4:00 P.M.** at City of Spanish Fort, 7361 Spanish Fort Boulevard, Spanish Fort, AL 3652. All contractors submitting a Bid **are required** to attend. Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is located between 16 and 18 Caisson Trace as indicated in the Construction Drawings. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. Right of Entry agreements are also to be obtained and paid for by the Owner. However, all additional lands and access thereto required for construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via Email Communication to the engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. No Addenda shall be issued later than three business days prior to the date fixed for opening the Bids. Failure of any Bidder to receive any such Addendum shall not relieve the Bidder from any obligation under his Bid submitted. All Addenda so issued shall become a part of the Contract and receipt of addendae shall be acknowledged at the time of bid.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder’s maximum Bid price (but not more than \$10,000) and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 business days after the Notice of Award, Owner may consider Bidder to be in default,

annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Agreement or 60 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven calendar days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of working days within which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 calendar days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five business days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity

against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Unit Price*
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.02 *Allowances*
 - A. For cash allowances the Bid price shall include such amounts as the Owner deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any,

named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Or, if Bidding Documents are all electronic, it will be the Contractor's responsibility to print from online resource. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- Non-Collusion Affidavit – Section 00 45 19
- E-Verify Documentation

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name, address, contractor's license number, and UEI of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." **A mailed Bid shall be addressed to City of Spanish Fort, 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527.**

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within 10 business days after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming,

nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 Section intentionally omitted.
- 19.05 Section intentionally omitted.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest responsible Bidder.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF SECTION

SECTION 00 22 13

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

With each copy of the Project Manual, the Bidder shall print one separate unbound copy of the Bidding Documents. The unbound copy of the Bidding Documents is to be completed and submitted, which includes the following documents:

1. Bid Form – Section 00 41 00
2. Bid Security – Section 00 43 13
3. Non-Collusion Affidavit – Section 00 45 19
4. E-Verify Documentation

Place all of the above in a sealed envelope clearly marked as follows:

BID PROPOSAL FOR

CAISSON TRACE PIPE REPLACEMENT PROJECT

NOTE: The envelope should bear on the outside the **NAME** and **ADDRESS** of the **QUALIFIED BIDDER**, **Alabama Contractors License Number, and Contractor UEI Number.**

If mailed, this envelope should be placed inside the mailing envelope.

Bids will be opened publicly at Spanish Fort Community Center, 7361 Spanish Fort Boulevard, Spanish Fort, AL at 2:00 PM on Thursday August 2, 2023

END OF SECTION

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

This Bid is submitted from:

(Name and Address of Individual, Partnership, or Corporation)

Alabama Contractor License No.

This Bid is for: CAISSON TRACE PIPE REPLACEMENT PROJECT
Spanish Fort Community Center
7361 Spanish Fort Boulevard, Spanish Fort, AL
2:00 PM on Thursday August 2, 2023

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work (if applicable).
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (if applicable): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site (if applicable); information and observations obtained from visits to the Site (if applicable); the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents (if applicable), with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM:

Item Number	Description	Unit	Quantity	Unit Cost	Total Item Bid
206C010	Removing Concrete Driveway	SQYD	74		
206D000	Removing Pipe	LS	1		
206D011	Removing Fence	LF	45		
206E001	Removing Inlets	EA	2		
206E002	Removing Junction Boxes	EA	1		
210A000	Unclassified Excavation	LS	1		
210E000	Borrow Excavation (Underwater Backfill) (Sand)	CUYD	25		
210F002	Borrow Excavation (Underwater Backfill) (ALDOT #57)	TON	20		
214A000	Structure Excavation	LS	1		
301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	LS	1		
408A052	Planing Existing Pavement (Appx. 1.1" Thru. 2.0" Thick)	LS	1		
424A363	Superpave Bituminous Asphalt, 1/2" Max Aggregate, Patching, ESAL Range C/D (165 lb/sy)	LS	1		
530A002	24" Roadway Pipe (Class 3 R.C.)	LS	1		
533A099	24" Storm Sewer Pipe (Class 3 R.C.)	LS	1		
600A000	Mobilization	LS	1		
610C001	Loose Riprap, Class 2	LS	1		
618B000	Concrete Driveway, 4" Thick	SQYD	74		
619A003	24" Roadway Pipe End Treatment, Class 1	EA	1		
621C017	Inlets, Type S1 Or S3 (2 Wing)	EA	1		
634A000	Industrial Fence, 4 Feet High	LF	45		
654A000	Solid Sodding	SY	430		
999B000	Traffic Control (Including Detour)	LS	1		
999C000	Special X-Inlet	EA	1		
999D000	Erosion and Sediment Control	LS	1		
TOTAL BID					

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Item Numbers are specific to the roadway referenced.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the contract time indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. All documents as outlined in Section 00 22 13 “Supplementary Instructions to Bidders.”

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:
If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Alabama a is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ . *[If applicable]*

END OF SECTION

SECTION 00 43 13

BID SECURITY FORM

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

BID

Bid Due Date: August 2, 2023, 2:00 PM

- Description:
1. Removal of existing drainage system consisting of two (2) S-Inlet curb inlets, Concrete Storm Pipe, Corrugated Metal Storm Pipe, Junction Box.
 2. Construction of a new drainage system consisting of two Curb Inlets, 274 linear feet of concrete pipe, Junction Box, Rip Rap, and other items.

BOND

Bond Number :

Date (*Not earlier than Bid due date*):

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

State of ALABAMA

County of _____

_____, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of _____ the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn before me

on this the _____ day of _____, 20____

Notary Public

My Commission Expires:

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Project: Caisson Trace Pipe Replacement Project

Owner: City of Spanish Fort | Project No.: 2023ARP-CT1

Bidder: |

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Caisson Trace Pipe Replacement Project.

The Contract Price of your Contract is _____ Dollars (\$_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

- 1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

END OF SECTION

AGREEMENT

THIS AGREEMENT is by and between _____ City of Spanish Fort _____ (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – Work

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing all materials, labor, equipment, and performing all work required by the City of Spanish Fort necessary for contractor to complete the project.

ARTICLE 2 – The Project

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Removal of existing drainage system consisting of two (2) S-Inlet curb inlets, Concrete Storm Pipe, Corrugated Metal Storm Pipe, Junction Box.
Construction of a new drainage system consisting of two Curb Inlets, +/- 274 linear feet of concrete pipe, Junction Box, Rip Rap, and other items.

ARTICLE 3 – Engineer

3.01 The Projects to be completed under this contract will be designed by S. Matthew Jones, P.E. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – Contract Times

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **35 working days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions or when the contract amount is exhausted (whichever occurs first), and shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run. The contractor should note that these days represent the overall contract time. Contract times commence to run from the date of the Notice to Proceed.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner liquidated damages in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction (Latest Edition).

ARTICLE 5 – Contract Price

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<Insert competed Bid Form>

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – Payment Procedures

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 100 percent of cost of materials not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion and upon completion of advertisement of such completion in accordance with Alabama law, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – Interest

7.01 Section Intentionally Omitted

ARTICLE 8 – Contractor’s Representations

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered (if applicable) the information known to Contractor, if any; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at

the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – Contract Documents

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to_____, inclusive).
 - 2. Performance bond (pages_____to_____, inclusive).
 - 3. Payment bond (pages_____to_____, inclusive).
 - 4. General Conditions (pages_____to_____, inclusive).
 - 5. Supplementary Conditions (pages_____to_____, inclusive).
 - 6. Specifications (as listed in the table of contents of the Project Manual).
 - 7. Drawings (as listed in the table of contents of the Project Manual).
 - 8. Addenda (numbers_____to_____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages_____ to_____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages_____to_____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages_____to_____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – Miscellaneous

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. All applicable provisions of 2 CFR 200 apply to this contract, including Appendix II to 2 CFR 200.**
- B. Contractor explicitly agrees to provide documentation of compliance with 2 CFR 200.321 anytime a subcontractor is added to the project.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.:

(Where applicable)

Agent for service of process:

00 52 00-

AGREEMENT

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Project: Caisson Trace Pipe Replacement Project

Owner: City of Spanish Fort | Project No.: 2023ARP-CT1

Contractor: |

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. No field work to proceed prior to this date. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Spanish Fort

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

END OF SECTION

00 55 00-2

NOTICE TO PROCEED

SECTION 00 61 13

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER: City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

CONSTRUCTION CONTRACT:

Effective Date of the Agreement:

Amount:

Description: Removal of existing drainage system consisting of concrete flume, inlet, and corrugated metal pipe. Construction of new drainage system consisting of three (3) inlets, 495 linear feet of concrete pipe, and concrete gutter.

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: [] None [] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ (seal)

_____ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

By: _____

Signature (*attach power of attorney*)

Print Name

Title

Attest: _____

Signature

Title

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

- 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue

on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:
<Contractor/surety to list if any>

END OF SECTION

SECTION 00 61 15

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER: City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Caisson Trace Pipe Replacement Project

- 1. Removal of existing drainage system consisting of two (2) S-Inlet curb inlets, Concrete Storm Pipe, Corrugated Metal Storm Pipe, Junction Box.
2. Construction of a new drainage system consisting of two Curb Inlets, 274 linear feet of concrete pipe, Junction Box, Rip Rap, and other items.

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: [] None [] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ (seal)

_____ (seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

By: _____

Signature (*attach power of attorney*)

Print Name

Title

Attest: _____

Signature

Title

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

- 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
- <Contractor/surety to list if any>

END OF SECTION

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Caisson Trace Pipe Replacement Project

Owner: City of Spanish Fort

Project No.: 2023ARP-CT1

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

The following specified portions of the Work:

Date of Substantial Completion _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and 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.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ Executed by Engineer	_____ Date
-------------------------------	---------------

_____ Accepted by Contractor	_____ Date
---------------------------------	---------------

_____ Accepted by Owner	_____ Date
----------------------------	---------------

END OF SECTION

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work,

or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "working day" means any day other than a Saturday, Sunday, or public (Federal or State of Alabama) holiday
- 2.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to two printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with

Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be

performed and Owner's interest therein.

- C. Contractor shall provide for all additional lands and access thereto not provided by the Owner that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. *Possible Price and Times Adjustments*:
1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of 11.03.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
 3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;

- b. locating all Underground Facilities shown or indicated in the Contract Documents;
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

- 1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and Contractor shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the

Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted

portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of

that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own

liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in

coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 - 2. *Substitute Items:*
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially

equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.

The application:

- 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in

the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention,

design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The

date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to

substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed

full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 - 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to

a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 10 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in

Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

- A. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting

documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- C. Payment Becomes Due:*
1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- D. Reduction in Payment:*
1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating

the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, and completed advertisement of completion in accordance with Alabama law, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to

the evidence of insurance required by Paragraph 5.04.B.6;

- b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final

payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 - 1. a waiver of any Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 - 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the

Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then

Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

CHANGE ORDER

No. _____

Date of Issuance:

Effective Date:

Project: Caisson Trace Pipe Replacement Project	Project No.: 2023ARP-CT1
Owner: City of Spanish Fort	Date of Contract:
Contractor:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

END OF SECTION

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 - PRODUCTS (Not Used)

PART 2 - EXECUTION

- 2.1 All work will be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction (Latest Edition) and/or the Spanish Fort Subdivision regulations, whichever is stricter, and any other applicable laws, rules, and regulations. Payment for work completed will be measured in place and verified by load tickets where applicable.
- 2.2 It will be the contractor's responsibility to adequately schedule and coordinate work on the project and with utility personnel for locating conflicts with existing utilities. Engineer shall be immediately notified of any conflicts. Contractor will be compensated for any unavoidable relocation when agreed upon by the Owner.
- 2.3 Any damage to existing utilities or other existing improvements shall be repaired and paid for by the contractor at no additional expense to Owner. Contractor shall ensure vibrations from construction equipment do not damage adjacent structure, and shall be responsible for any damages.
- 2.4 Existing streets, roads, and parking areas shall be maintained passable at all times and shall be open during all phases of construction. The contractor shall take all necessary precautions to schedule and sequence the work to comply with these provisions.
- 2.5 Any Alabama Department of Environmental Management (ADEM) permit required shall be kept onsite at all times.
- 2.6 The contractor shall be responsible for complying with the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas, prepared by the Alabama Soil and Water Conservation Committee, 2014 Edition. In addition, the Contractor shall be solely responsible for any damages caused by construction, including sediment or other erodible materials being deposited onto adjacent property.
- 2.7 All areas disturbed by the construction of this project shall be dressed, graded and have Erosion Control BMP's installed.
- 2.8 All property line markers disturbed during construction shall be replaced at the contractor's expense. The contractor shall employ a land surveyor registered in the State of Alabama to reset property markers.
- 2.9 All excess material from excavations shall be disposed of by the contractor at no additional cost to the owner in compliance with all Federal, State, and Local Standard Regulations.
- 2.10 Site Access and Temporary Controls: Conduct operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

END OF SECTION 010000

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph, or provide other approved means of identifying vantage points, e.g. use of a photo documentation app such as "Site Prep".
- B. Digital Photographs: Submit image files within three days of taking photographs.
- C. Photographs shall be delivered to the City of Spanish Fort on a portable usb drive.

1.4 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location or provide other means to identify location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer. Take final construction photographs as close as possible to preconstruction photographs.
 - 1. Flag/delineate construction limits before taking construction photographs.
 - 2. Take 50 photographs (min) to show existing conditions adjacent to property before starting the Work.

3. Photographs shall be taken (at the minimum) at:
 - a. the centerline of the baseline of the project,
 - b. at the left and right limits of construction at even station numbers, looking both up station and down station,
 4. Take additional photographs as required to record settlement or cracking of structures, pavements, and improvements that are adjacent to project or along access.
 5. Take additional photographs of any exiting conditions that could be construed as damage caused by construction.
- D. Periodic Construction Photographs: Take 30 photographs (min) weekly, with timing adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT INFORMATION

- A. Project Identification: Caisson Trace Pipe Replacement Project
 - 1. Project Location: Spanish Fort, AL
- B. Owner: City of Spanish Fort
 - 1. Owner's Representative: Cody Ledet, City of Spanish Fort
- C. Engineer: S. Matthew Jones, P.E.
- D. Construction Manager:
 - 1. Construction Manager for this Project is Project's contractor. The terms "Construction Manager" and "Contractor" are synonymous.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and generally described in 000520.Art 1.01.
- B. Type of Contract:
 - 1. Unit Price/Item Bid

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Contractor shall coordinate the use of access drives with owners. Access drives shall remain open and usable by owners.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise. Items under which there is no bid item shall be considered incidental to project.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Web site.
 - 5. Project meetings.

1.3 DEFINITIONS

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

1.4 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.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 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, that 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. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer 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. Date.
 - 3. RFI number, numbered sequentially.
 - 4. RFI subject.
 - 5. Specification Section number and title and related paragraphs, as appropriate.
 - 6. Drawing number and detail references, as appropriate.
 - 7. Field dimensions and conditions, as appropriate.
 - 8. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 9. Contractor's signature.
 - 10. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- C. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer'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 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 3 days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log.
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
1. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences via video conference provided by engineer unless otherwise agreed.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
- C. Progress Meetings: Conduct progress meetings at weekly intervals.
1. 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.
2. 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 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Weekly construction reports.
 - 3. Special reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Weekly Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
- B. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 REPORTS

- A. Weekly Construction Reports: Prepare a construction report summarizing the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries (with delivery receipts)
 - 5. General weather conditions, including presence of rain or snow.
 - 6. Meetings and significant decisions.
 - 7. Unusual events (see special reports).
 - 8. Stoppages, delays, shortages, and losses.
 - 9. Emergency procedures.
 - 10. Orders and requests of authorities having jurisdiction.
 - 11. Change Orders received and implemented.
 - 12. Change Directives received and implemented.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribution: Distribute copies of approved schedule to Engineer and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- E. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee

payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility and will be required per the Alabama Department of Transportation Standard Specifications for Highway Construction (Latest Edition). Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- C. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

PART 2 - EXECUTION

2.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Engineer.
 - 4. Identification of testing agency or special inspector conducting test or inspection.

2.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials (including excess excavation) and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.
- D. Any dewatering required of excavation, shall be included in the cost of excavation. Dewatering shall be done to the extent that the material can be safely removed from site and disposed of offsite (or onsite where directed by Engineer). Dewatering shall include erosion and sediment control measures.

END OF SECTION 017419

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 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 provide information for preparation of corresponding 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. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:

- a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Changes made by Change Order or Work Change Directive.
 - e. Changes made following Engineer's written orders.
 - f. Details not on the original Contract Drawings.
 - g. Field records for variable and concealed conditions.
 - h. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings accurately.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. 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. Format: Annotated PDF electronic file.
 - 3. Record Digital Data Files: Organize digital data 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 digital data file.

2.2 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. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

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 revisions to project record documents as they occur; do not wait until 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 Engineer's reference during normal working hours.

- C. It is the responsibility of the contractor to ensure submittals, records, and drawings are correctly prepared and stored.

END OF SECTION 017839

RESOLUTION NO. 1367-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE BALDWIN
COUNTY COMMISSION, BALDWIN COUNTY SHERIFF'S OFFICE,
BALDWIN COUNTY SCHOOLS AND THE CITY OF SPANISH FORT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council of the City of Spanish Fort, Alabama, hereby authorizes the Mayor to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Schools and the City of Spanish Fort regarding funding for School Resource Officers. A copy of the proposed Agreement is attached hereto as Exhibit A.

SECTION 2. The Agreement shall be executed by the Mayor on behalf of the City, and the City Clerk shall attest the same and affix the Seal of the City thereto.

SECTION 3. This Resolution shall become effective upon its adoption.

ADOPTED and APPROVED this _____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Mary Lynn Williams, MMC
City Clerk

**Memorandum
of
Understanding**

between

**Baldwin County Commission
Baldwin County Sheriff's Office
and
City of Spanish Fort**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed between the Baldwin County Commission (the “Commission”), the Baldwin County Sheriff’s Office (the “BCSO”), and the City of Spanish Fort (the “Municipality”).

The agencies enter this MOU for the purpose of operating an unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles as a School Resource Officer as defined by the National Association of School Resource Officers and to comply with the School Resource Program MOU between the Baldwin County Sheriff’s Office and the Baldwin County Public Schools (See Exhibit “A” for details).

I. Purpose

- A. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- B. The SRO performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter “SRO services”).
- C. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- D. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

II. Goals

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates, and
- Create and maintain safe and secure school environments.

- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriff's Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriff's Office Deputies and municipal law enforcement agencies hereafter referred to as law enforcement agencies to create an atmosphere in which:
 1. Students, parents, and school officials will feel free to utilize the services of the SRO and the law enforcement agencies.
 2. Students, school officials, parents, and other family members will contact the SRO or law enforcement agencies when there are situations that require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community.
 4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
 5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
 6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
 7. The SRO Unit Supervisors will work in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

III. Baldwin County Sheriff's Office Responsibilities

1. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the administration and salary reimbursement of the SRO for the BCPSS.
2. The BCSO will oversee and address any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events in partnership with the municipal law enforcement agencies for those schools within the corporate limits of a city or town.
3. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
4. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide assistance and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
5. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
6. The BCSO will provide assistance to all events that require an emergency law enforcement response as it relates to the BCPSS.
7. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
8. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety while working within the Incident Command System for school responses within city/town limits.
9. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
10. The BCSO will provide coordination and assistance of any necessary and offered SRO

- specific training, that should include annual active shooter and tactical response training for all SROs.
11. The BCSO will respond to all events that require an emergency law enforcement response for the BCPSS.
 12. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
 13. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of SROs.
 14. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
 15. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs.
 16. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.
 17. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program can be used as a guideline for municipal law enforcement agencies:

- a. Ability to work with diverse groups;
- b. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision.
- c. Knowledge of BCSO's policies that pertain to juveniles and schools;
- d. Knowledge and familiarity with available BCSO resources;
- e. Creative problem solver;
- f. Conflict resolution skills;

- g. Knowledge of the Juvenile Code and Juvenile Court procedures;
- h. Ability to effectively provide instruction to youths;
- i. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- j. Organization and communication skills;
- k. Completion of Instructor Development Training before or after selection, and;
- l. Supervisory recommendation

IV. Municipal Law Enforcement Agency's Responsibilities

See **EXHIBIT "A"** for details under the following sections: Part IV-SRO & School Admin Specific duties/ Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous.

V. Supervision

The responsibility for the assignment, activity, and conduct of personnel participating in the School Resource Officers Program remains with the respective agency heads or their command staff.

Charles F. Gruber, Chairman
Baldwin County Commission

Date

Sheriff Huey Hoss Mack
Baldwin County Sheriff's Office

Date

Mayor Michael M. McMillan
City of Spanish Fort

Date

Chief John Barber
City of Spanish Fort

Date

RESOLUTION NO. 1369-2023

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT,
ALABAMA, AND GOODWYN MILLS CAWOOD, LLC**

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of Goodwyn Mills Cawood, LLC, for the preparation of plans and specifications for construction of the Spanish Fort Causeway Site Improvements Project in the City of Spanish Fort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor to execute a contract for services with Goodwyn Mills Cawood, LLC, for the preparation of plans and specifications for construction of the Spanish Fort Causeway Site Improvements Project in the City of Spanish Fort, in accordance with the preliminary cost estimate which is attached hereto as Exhibit 1, and contract which is attached hereto as Exhibit 2, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT 1



Preliminary Cost Estimate

SPANISH FORT CAUSEWAY SITE IMPROVEMENTS

City of Spanish Fort
Spanish Fort, AL

Date: August 21, 2023

Project No.: CMOB

Prepared by: RCS

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
CONSTRUCTION ITEMS OF WORK					
1	1	LS	Site Work	\$175,000.00	\$175,000.00
2	1	LS	Parking Lot	\$250,000.00	\$250,000.00
3	1	LS	Sidewalks	\$175,000.00	\$175,000.00
4	1	LS	Pavilion and Other Structures	\$110,000.00	\$110,000.00
5	1	LS	Landscaping	\$65,000.00	\$65,000.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$775,000.00
DESIGN AND CONSTRUCTION SERVICES					
1	1	LS	Topographical Survey	\$7,500.00	\$7,500.00
2	1	LS	Geotechnical Bores	\$5,000.00	\$5,000.00
3	1	LS	Civil Engineering Design, Landscape Design and ALDOT Permitting	\$67,500.00	\$67,500.00
4	1	LS	Stormwater Permitting	\$7,500.00	\$7,500.00
5	1	LS	Construction Engineering Services	\$22,500.00	\$22,500.00
TOTAL DESIGN AND CONSTRUCTION SERVICES COST:					\$110,000.00
TOTAL ESTIMATED PROJECT COST:					\$885,000.00

Exhibit 2

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **CITY OF SPANISH FORT**, hereinafter referred to as the OWNER, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to have professional engineering services and consultation performed relative to the preparation of plans and specifications for construction of **SPANISH FORT CAUSEWAY SITE IMPROVEMENTS IN THE CITY OF SPANISH FORT, ALABAMA**, hereinafter referred to as the Project.

WHEREAS, OWNER desires to retain the ENGINEER as its engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

Design Phase

- 1.1 Prepare for incorporation in the Contract Documents final drawings that show the character and extent of the Project (hereinafter called "Drawings").
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of and application of all permitting, including environmental permitting as defined in Article 2. County Health Department Permitting, ADEM Stormwater permitting, ALDOT permitting and other permitting shall be considered Additional Services.
- 1.4 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Project Cost prepared by ENGINEER.
- 1.5 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. The preparation of these documents is conditioned upon the OWNER or its legal counsel providing confirmation in writing as to whether the Project is sales tax exempt, and the OWNER shall hold the ENGINEER harmless therefrom.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

Bidding Phase

- 1.7 After the OWNER's acceptance of the plans and specifications as well as ENGINEER's most recent estimate of probable Project cost, and upon OWNER's authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.
- 1.8 The ENGINEER will assist the OWNER in preparing the Contract Documents, the bid and any pre-qualification packages, and any necessary advertisements, in receiving bids and any pre-qualification applications for the Project, in conducting any pre-bid conferences and bid openings, and in making recommendations for qualifying contractors and awarding contracts for construction. For projects subject to the competitive bid law, the OWNER is responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded, shall obtain such legal counsel as necessary to make that determination, and shall hold ENGINEER harmless therefrom.
- 1.9 Issue addenda as appropriate to clarify, correct or change the bidding documents.
- 1.10 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.11 Consult with and advise OWNER as the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.12 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and assembling and awarding contracts for construction, materials, equipment and services.

Construction Phase

- 1.13 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction of the Project.
- 1.14 The ENGINEER will make recommendations to the OWNER as to the relative merits of materials and equipment related to ENGINEER'S plans.
- 1.15 The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors related to ENGINEER'S plans.
- 1.16 The ENGINEER will interpret the ENGINEER'S plans and specifications to protect the original intent of the design as approved by the OWNER, and advise the contractor(s) accordingly. The ENGINEER will not, however, guarantee the performance of any contractor.

- 1.17 The ENGINEER will provide part-time engineering observation of the work of the Contractor as construction progresses, including monthly site visits as are necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Contract Documents. The ENGINEER does not guarantee the performance of the Contractor by the ENGINEER's performance of such construction observation. The ENGINEER's undertaking hereunder shall not relieve the Contractor of his obligation to perform the work in conformity with the Contract Documents, including plans and specifications, and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 1.18 The ENGINEER shall have no responsibility for any Contractors' means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs or safety practices, nor shall ENGINEER have any authority or responsibility to stop or direct the work of any Contractor. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.
- 1.19 The ENGINEER will make a final review of the completed improvements to assess compliance with the engineering Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.
- 1.20 The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon acceptance of Contractor's work by OWNER. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times with respect to the separate contracts. Time extensions or time overruns on the construction contract will require an extension of the engineering services for this phase along with an equitable adjustment to compensate ENGINEER for such additional services.
- 1.21 ENGINEER shall not be responsible for the acts or omissions of any Contractor or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. ENGINEER shall not be responsible for the adequacy of the Contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Geotechnical Investigations and Report including but not limited to soil borings and physical testing of materials and equipment to be incorporated in the work and other such analysis or

- testing when necessary or deemed advisable by the ENGINEER for the design of the Project.
- 2.2 Geotechnical Materials testing services during construction, including but not limited to collection and testing of concrete cylinders, density testing of compacted soils, asphalt testing, laboratory tests of soils and materials.
 - 2.3 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
 - 2.4 Performing Stormwater Permitting Services including preparation of ADEM permits and BMP Plans and performing Stormwater Inspection Services during Construction.
 - 2.5 Performing survey work for preparation of easements and deeds, courthouse research, easement preparation and acquisition, property preparation and acquisition (including right of way), research of legal documents, boundary surveys, and post construction services.
 - 2.6 Performing survey work for engineering controls and construction staking costs, which include alignment, grade and benchmark control staking.
 - 2.7 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Alabama Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, ADEM, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
 - 2.8 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.9 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 - 2.10 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

- 2.11 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.12 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.13 Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- 2.14 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.16 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.17 Preparation of Operations and Maintenance manuals.
- 2.18 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.19 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements

necessary in the development of the project, and pay all costs incidental thereto.

- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER the following fees which shall be paid in monthly installments as work progresses:
- 4.2 For the Design and Bidding Phases including all required land surveying, engineering design, landscape design and ALDOT permitting; the OWNER will pay ENGINEER a lump sum fee of **\$75,000.00**.
- 4.3 For the Construction Phase, the OWNER will pay ENGINEER a lump sum fee of **\$22,500.00**.

- 4.4 For Geotechnical Borings and Report during the Design Phase, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$5,000.00**
- 4.5 For Stormwater Permitting costs, which include permit and BMP preparation, permit transfer, permit termination and monthly inspections, the OWNER will pay ENGINEER a lump sum fee, which will be negotiated once the final scope of work is determined. A written amendment to this agreement will be made. The fees shall be paid in monthly installments as work progresses. **\$7,500.00**
- 4.6 For legal, easement and deed surveys and preparation, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.7 For engineering controls and construction staking costs, which include alignment, grade and benchmark control staking, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule and the fee will be included as a cash allowance in the construction contract. **NOT ANTICIPATED**
- 4.8 For environmental and regulatory permitting in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses. **NOT ANTICIPATED**
- 4.9 For tracking and monitoring regulatory permit applications in accordance with Article 2, the OWNER will pay ENGINEER a fee based upon the attached GMC Standard Rate & Fee Schedule. The fees shall be paid in monthly installments as work progresses.
- 4.10 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.11 If the period of service for construction observation or for Engineering services during construction is extended due to time extensions or time overruns to the construction contract, compensation for these additional construction observation and Engineering services during the extended Period of Service shall be at the rates shown in the GMC Standard Rate & Fee Schedule. The OWNER and ENGINEER will mutually agree upon the level of additional construction observation at the time of such occurrence.
- 4.12 OWNER shall reimburse ENGINEER for all costs incurred for the OWNER's direct instruction to rebid the project at the rates shown in the GMC Standard Rate & Fee Schedule.
- 4.13 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to

OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.

- 4.14 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of six-percent per annum from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

7.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the greater of the total contract price of this Agreement or the policy limits under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

7.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER.

ARTICLE 8. Termination

8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Binding Arbitration

9.1 Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in Baldwin County, Alabama.

ARTICLE 10. Miscellaneous

10.1 Reports and Information: The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish to the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10.2 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.

10.3 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any

applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 10.4 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 10.5 This Agreement is to be governed by the laws of the State of Alabama.

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

THE CITY OF SPANISH FORT

By: _____
Michael McMillan

Title: _____
Mayor

Attest:

(name and Title)

ENGINEER:

GOODWYN, MILLS & CAWOOD, INC.

By: _____
Wheeler Crook

Title: _____
Vice President, Engineering

Attest:

Craig Sanford, PE
Project Manager



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



**2023 SCHEDULE OF FEES
GEOTECHNICAL SERVICES**

Drilling Services

Mobilization of Drilling Equipment, per rig, lump sum.....	\$ 900.00
Mileage above 50 miles from office, per mile.....	\$ 3.00
Furnish adverse terrain vehicle (ATV), if required by site conditions, per day.....	\$ 360.00
Soil Test Boring, including Standard Penetration Test	
0-50 ft., per linear foot.....	\$ 18.00
50-100 ft, per liner foot.....	\$ 21.00
Auger Boring without sampling, per foot.....	\$ 12.00
Time rate drilling, drilling through concrete or rubble, difficult moving on site, or delay time, per hour.....	\$ 250.00
Bulk Samples from borings, each.....	\$ 60.00
Undisturbed Samples, each.....	\$ 80.00
Drill crew per diem, per crew day	
2-man crew.....	\$ 425.00
3-man crew.....	\$ 625.00
Observation well installation, 1.5 to 2" diameter PVC, per linear foot.....	\$ 25.00
Water truck, per hour.....	\$ 200.00
Rock coring (NX or NQ), per linear foot.....	\$ 55.00
Set-up charge for rock coring, per boring.....	\$ 90.00
Temporary casing, per linear foot.....	\$ 10.00

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test.....	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 500.00
Consolidation Test, ASTM D2435, per test.....	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 75.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour.....	\$ 160.00
Senior Project Manager, per hour.....	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour.....	\$ 200.00
Senior Engineer, P.E., per hour.....	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*.....	\$ 80.00
Engineering Technician, per hour*.....	\$ 65.00
Structural Steel Inspector, CWI, per hour*.....	\$ 130.00
Word Processing, per hour*.....	\$ 75.00

Other

Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day.....	\$ 175.00
Subcontractor mark-up, job related.....	Cost+15%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday.....	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday).....	Hourly rate x 2.0

All Hourly charges and mileage charges are portal-to-portal

Rates effective through December 31, 2023 unless otherwise agreed upon



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 95.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 190.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test.....	\$ 475.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 1,000.00
Triaxial Shear Test (UU), ASTM D2850, per test	\$ 500.00
Consolidation Test, ASTM D2435, per test	\$ 500.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 600.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test.....	\$ 425.00
Sample Preparation or Remolding, per sample.....	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each.....	\$ 20.00
Compressive Strength Testing of Beams, each	\$ 80.00

Personnel

Staff Professional, EI - per hour.....	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour.....	\$ 130.00
Laboratory Technician, per hour.....	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily vehicle trip charge, per day.....	\$ 75.00
Mileage, company truck or personal vehicle, per mile.....	\$ 0.80
Per diem, per man, per day	\$ 175.00
Floor Profiler, per day.....	\$ 400.00
Equipment Charge, testing equipment, per day.....	\$ 75.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+15%
*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)	
Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.

RESOLUTION NO. 1370-2023

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THOMPSON ENGINEERING

WHEREAS, the City Council of the City of Spanish Fort, Alabama, has determined that it is in the best interest of the City to retain the services of Thompson Engineering to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase-IV, to support the re-subdivision of Lot 3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby authorizes the Mayor to execute a contract for services with Thompson Engineering to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase-IV, to support the re-subdivision of Lot 3 in accordance with the proposal which is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

SECTION 2. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1



thompson
ENGINEERING

Acknowledgment of Order

August 28, 2023

Our Order No.: 23-2117-0005
Ordered By: Mayor Mike McMillian
City of Spanish Fort
7361 Spanish Fort, AL 36527

Client: City of Spanish Fort, Alabama

Services Required (Description):

Thompson Engineering proposes to provide surveying services to complete a boundary line survey of a portion of Lot 3, Spanish Fort Town Center Subdivision, Phase -IV to support the creation of a re-subdivision of said Lot 3 between the City of Spanish Fort and Cypress Equities.

Said Parcel being the same as described to PID 32-09-31-0-000-001.005 and as follows:
6.5 AC(C) PART OF LOT 3 LYING IN SEC 31 SPANISH FORT TOWN CENTER SUB PH-IV SLIDE 2394-C & D LYING E OF TOWN CENTER AVE AND N OF BASS PRO DRIVE IN CITY OF SPANISH FORT SEC 31-T4S-R2 E (SPEC WD)

Exclusions:

Thompson's understanding to the City of Spanish Fort's attorney to handle the following: Planning Commission Meetings, acquiring all signatures and recording of the Re-Subdivision of Lot 3 on behalf of the City.

Fee (Basis): \$6,500.00



Survey Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter "Thompson") and the undersigned Client (referred to herein as "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. SCOPE OF WORK

Thompson shall perform such services as are described in this contract and as described in **Exhibit A** (the "Work").

Thompson is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines, or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition.

Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications, and other changes, shall be paid for by Client as extra services in accordance with section 2.

2. INVOICES

The Client shall pay **Thompson** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson** has the right to complete all services requested pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless **Thompson** is responsible for such termination, Client agrees to release **Thompson** from all liability for services performed. In the event all or any portion of the services by **Thompson** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson** all fees and charges for services provided prior to termination. If **Thompson's** services are suspended and restarted, **Thompson** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement. **Thompson** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and six percent (6%) per annum on past due accounts. Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson's** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson** shall be reimbursed on a time and material basis in accordance with **Thompson's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson** personnel and all necessary equipment, in order to complete the Work. While **Thompson** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson's** responsibility.

4. UTILITIES

In the execution of its Work, **Thompson** will take all reasonable precautions to avoid damage or injury to subterranean



structures or utilities.

5. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson**, as instruments of service, shall remain the property of **Thompson**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Client agrees not to use or permit any other person to use instruments of service prepared by **Thompson** which are not final and which are not signed and sealed by **Thompson**. Client shall be responsible for any such use of non-final instruments of service or other documents not signed and sealed by **Thompson**. Client hereby waives any claim for liability against **Thompson** for such use. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson**.

6. PROFESSIONAL RESPONSIBILITY

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson** and that the data interpretations and recommendations of **Thompson's** personnel are based solely on the information available to them. **Thompson** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. Any area or volume computations or estimates will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance and shall not be considered as irrefutable or unconditional.

7. LIMITATION OF LIABILITY

A. The Client agrees to limit **Thompson's** liability to the Client on any project arising from acts, errors or omissions, such that the total aggregate liability of **Thompson** to all those named shall not exceed \$50,000, **Thompson's** total fee for the services rendered on the project or the policy limits of Thompson's insurance set forth in Section 8 of this agreement, whichever is greater. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson**, which liability may arise on account of **Thompson's** professional acts, errors, and omissions.

8. INSURANCE

Thompson represents and warrants that it and its agents, staff, and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff, or other consultants employed by Client.



9. SAFETY

Should **Thompson** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

10. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

11. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by **Thompson** (and **Thompson's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and **Thompson** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by **Thompson** for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to **Thompson**, or to **Thompson's** subsidiaries, holding company, independent professional associates or consultants.

12. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

14. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

15. FORCE MAJEURE

Thompson is not responsible for delay caused by activities or factors beyond **Thompson's** reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to furnish timely information or approve or disapprove of **Thompson's** services or instruments of service promptly, faulty performances by Client or other contractor or governmental agencies. When such delays beyond **Thompson's** reasonable control occur, **Thompson** shall not be responsible for damages nor shall **Thompson** be deemed to be in default of



this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause **Thompson** to perform extra services, such services shall be paid for by Client at the rates shown on **Thompson's** standard fee schedules.

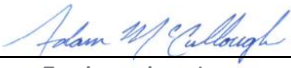
16. MISCELLANEOUS

Thompson shall not be required to sign any documents, no matter by who requested, that would result in **Thompson** having to certify, guarantee or warrant the existence of conditions whose existence the **Thompson** can not ascertain. Client agrees not to make resolution of any dispute with **Thompson** or payment of any amount due to **Thompson** contingent upon **Thompson's** signing or agreeing to any such certification.

Approved and Authorized by:

By: _____
As its: _____

Date: _____
Address: _____



Thompson Engineering, Inc.

By: Adam McCullough
As its: Specialty Survey Services
Mngr. Aerial and Hydro
Date: 8/28/2023
Address: 7101 US Hwy 90, Ste. 101
Daphne, AL 36526

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:
{Thompson Project Manager}
(251) 666-2443 phone
(251) 666-6422 fax

RESOLUTION NO. 1371-2023

GENERAL OPERATIONS BUDGET FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Spanish Fort recognizes the importance of having a budget to implement municipal policy; and

WHEREAS, the City Council desires to adopt the proposed budget attached hereto as Exhibit A for the 2023-2024 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, that the proposed General Operations Budget for Fiscal Year 2023-2024, which is attached hereto as Exhibit 1, is hereby approved and adopted.

ADOPTED and APPROVED this ___ day of _____, 2023.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

FY 2023-2024
CITY OF SPANISH FORT
GENERAL OPERATIONS BUDGET

FY '23-'24 Revenue (After Pass Through Monies)	\$10,304,700.00
10% Reserve	<1,030,470.00
Transfer In	\$2,696,424.00
Pass Through Monies	\$5,062,801.00
FY '22-'23 Carry Over	\$4,161,538.00
Total	\$21,194,993.00
FY '23-'24 Expense	\$21,194,993.00

2023-2024 Fiscal Year Budget

GL Account	Description	Revenue			
		21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5004	Advalorem - General	\$691,000.00	\$663,819.91	\$756,439.00	\$975,000.00
01-5005	Advalorem - Auto	\$105,000.00	\$105,983.43	\$115,000.00	\$130,000.00
01-5021	Beer Tax	\$206,000.00	\$178,060.83	\$206,000.00	\$193,000.00
01-5022	Wine Tax	\$22,000.00	\$23,980.89	\$25,000.00	\$20,000.00
01-5025	Sales Tax - Internet	\$350,000.00	\$488,692.92	\$550,000.00	\$700,000.00
01-5030	Sales Tax Auto	\$25,000.00	\$27,638.49	\$27,000.00	\$27,000.00
01-5031	Sales Tax General	\$4,300,000.00	\$4,422,302.12	\$5,000,000.00	\$5,000,000.00
01-5035	Rental Tax	\$65,000.00	\$61,967.13	\$65,000.00	\$75,000.00
01-5040	Use Tax & Excise	\$525,000.00	\$550,751.62	\$600,000.00	\$610,000.00
01-5045	Tobacco Tax	\$63,000.00	\$51,259.06	\$60,000.00	\$60,000.00
01-5047	Gasoline Tax	\$70,000.00	\$47,838.41	\$55,000.00	\$55,000.00
01-5200	Merchants	\$185,000.00	\$188,719.80	\$185,000.00	\$186,000.00
01-5201	Penalty-Bus Lic	\$3,500.00	\$3,610.09	\$3,300.00	\$3,000.00
01-5202	Penalty--Permits				
01-5210	Permits	\$320,000.00	\$166,165.31	\$185,000.00	\$163,000.00
01-5220	Subdiv/Zoning Fees	\$12,000.00	\$8,906.63	\$10,000.00	\$23,000.00
01-5250	Insurance Companies	\$106,000.00	\$199,804.71	\$120,000.00	\$124,000.00
01-5300	Cable Tv	\$22,000.00	19588.57	\$22,000.00	\$22,000.00
01-5320	Baldwin County Sewer Service	\$72,000.00	\$42,794.90	\$72,000.00	\$60,000.00
01-5325	Spire	\$18,000.00	\$13,090.69	\$18,000.00	\$18,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5330	City Of Daphne	\$22,000.00	\$19,015.66	\$22,000.00	\$22,000.00
01-5335	City Of Fairhope	\$20,000.00	\$22,353.59	\$24,000.00	\$24,000.00
01-5340	Electric-Al Power	\$20,000.00	\$17,554.70	\$20,000.00	\$20,000.00
01-5345	At&t Franchise	\$15,000.00	\$17,510.70	\$15,000.00	\$15,000.00
01-5350	Electric-Riviera	\$669,000.00	\$0.00	\$650,000.00	\$650,000.00
01-5355	Baldwin Emc	\$25,000.00	\$28,837.20	\$30,000.00	\$35,000.00
01-5370	Fines	\$105,000.00	\$164,606.23	\$180,000.00	\$200,000.00
01-5375	Correction Fund	\$7,000.00	\$10,379.50	\$12,000.00	\$14,000.00
01-5450	Abc Sales	\$49,000.00	\$48,836.49	\$54,000.00	\$60,000.00
01-5500	Financial Inst. Excise Tax	\$87,000.00	\$78,093.79	\$71,000.00	\$53,000.00
01-5550	Oil Production	\$100.00	\$203.72	\$100.00	\$100.00
01-5552	State Local Assessment Fee	\$0.00	\$169.39		
01-5700	Pd-Reports	\$3,500.00	\$2,821.35	\$3,000.00	\$3,000.00
01-5705	Police Seized Money	\$0.00			
01-5800	Issuance Fees	\$26,000.00	\$26,710.00	\$26,000.00	\$32,000.00
01-5810	Service Charge-Returned Checks	\$100.00	\$35.00	\$100.00	\$100.00
01-5850	Pd Grant-St Of Al Adeca	\$0.00	\$0.00		
01-5851	Pd Calea Grant - General Fund	\$0.00	\$0.00	\$75,000.00	
01-5900	Miscellaneous	\$47,000.00	\$22,251.45	\$20,000.00	\$20,000.00
01-5901	Children's Park	\$500.00	\$1,930.00	\$2,000.00	\$2,500.00
01-5905	Postage-Reimb Pc	\$5,000.00	\$1,140.00	\$1,300.00	\$2,400.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-5906	Bc Commission-Mosquito Control	\$10,800.00	\$10,846.00	\$10,800.00	\$10,800.00
01-5907	Insurance Claims Reimbursement				
01-5908	Fema	\$169,000.00	\$160,426.53		
01-5910	Interest Earned	\$20,000.00	\$11,262.14	\$10,000.00	\$145,000.00
01-5912	Property Rental	\$41,000.00	\$38,133.37	\$41,000.00	\$41,000.00
01-5915	Transfer In	\$0.00	\$0.00		\$650,000.00
01-5916	Delta Woods & Water Expo	\$10,000.00	\$8,475.00	\$10,000.00	\$10,000.00
01-5917	Adeca-Wakefield	\$470,000.00	(\$19,440.00)		
01-5919	Surplus Property Sale				
01-5920	Safe Room	\$106,000.00	\$0.00		
01-5921	Community Center Rental	\$5,000.00	\$11,850.00	\$15,000.00	\$12,000.00
01-5922	Transfer In/Out	\$0.00	\$0.00		
01-5923	State Library	\$9,000.00	\$7,968.21	\$12,123.00	\$12,000.00
01-5924	Library Fees/Copies	\$6,000.00	\$5,462.78	\$5,800.00	\$5,800.00
01-5925	Library Donation	\$0.00	\$4,202.79		
01-5926	S.R.O.	\$200,000.00	\$193,885.06	\$200,000.00	\$240,000.00
01-5927	Library Grants	\$0.00	\$18,029.00		\$27,000.00
01-5928	American Rescue Plan	\$1,094,080.00	\$1,080,693.97		\$2,046,424.00
01-5929	Wakefield Drainage Restoration	\$0.00	\$41,310.00		
01-5931	Gomesa Hudson	\$2,500,000.00	\$0.00	\$1,922,500.00	\$2,811,429.00
01-6000	*spanish Fort Fire Depart***	\$0.00	\$0.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-6001	Fire Tax	\$214,000.00	\$0.00	\$218,000.00	\$231,000.00
01-6002	Police Property Auction -- Gen. Fund	\$0.00	\$1,016.00		
	Rebuild Alabama Grant				\$184,372.00
	Assistance to Firefighters Grant				\$40,000.00
	Go Mesa Shellbank				\$2,000,000.00
				\$11,725,462.00	\$18,063,925.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Personnel Expenses Admin			
01-7014	Salary - Mayor	\$40,380.00	\$20,190.00	\$40,380.00	\$40,380.00
01-7016	Salary - Council	\$63,120.00	\$31,560.00	\$63,120.00	\$63,120.00
01-7018	Salary - Administrative	\$320,000.00	\$186,276.00	\$345,068.00	\$403,000.00
01-7022	Salary - Judge	\$21,000.00	\$9,572.00	\$22,240.00	\$20,794.00
01-7060	State Unemployment Tax-Alabama	\$600.00	\$75.00	\$460.00	\$550.00
01-7063	Fica Expense - City	\$34,000.00	\$18,512.00	\$36,050.00	\$40,358.00
01-7065	Employee Retirement Expense	\$25,000.00	\$12,393.00	\$27,115.00	\$31,414.00
01-7067	Employee Medical Insurance	\$56,000.00	\$14,004.00	\$59,400.00	\$72,300.00
01-7080	Worker's Compensation	\$1,200.00	\$1,818.00	\$2,500.00	\$2,100.00
				\$596,333.00	\$674,016.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
		Expenses - Professional Services					
01-7105	Legal Services,Fees And Cost	\$300,000.00	\$91,707.00	\$275,000.00	\$275,000.00		
01-7107	Court Prosecutor	\$18,000.00	\$8,460.00	\$19,062.00	\$19,538.00	7190	
01-7108	Out Of Court Cost	\$0.00	\$0.00			Fire Extinguisher Inspection	\$250.00
01-7120	Audit & Accounting Services	\$32,000.00	\$10,158.00	\$38,000.00	\$40,000.00	Alarm System	\$600.00
01-7130	Engineering Services	\$90,000.00	\$33,170.00	\$90,000.00	\$90,000.00	Dumbwaiter	\$150.00
01-7180	Tax Collector Expense	\$83,000.00	\$43,721.00	\$85,000.00	\$85,000.00	Fire Sprinkler Inspection	\$1,750.00
01-7190	Professional Services	\$20,000.00	\$5,774.00	\$20,000.00	\$14,000.00	Website	\$5,000.00
01-7195	Fire Department	\$1,642,000.00	\$800,000.00	\$1,673,810.00		Adaptive Signs	\$1,200.00
01-7196	Court Monthly Remittances	\$50,000.00	\$41,724.00	\$75,000.00	\$92,000.00	Bluff Inspection	\$5,000.00
01-7197	Court	\$20,000.00	\$8,844.00	\$20,000.00	\$21,000.00		
				\$2,295,872.00	\$636,538.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget			
		Expenses -- General Administration					7240	
01-7200	Rental Expense	\$400.00	\$0.00	\$400.00	\$400.00	League of Municipalities	\$5,100.00	
01-7210	Utility Expense	\$130,000.00	\$62,220.00	\$130,000.00	\$130,000.00	Economic Development Allian.	\$5,000.00	
01-7215	Telephone Expense	\$15,000.00	\$6,144.00	\$15,000.00	\$15,000.00	Eastern Shore Chamber	\$21,000.00	
01-7230	Continuing Education & Travel	\$0.00	\$835.00	\$1,000.00	\$4,000.00	Clerk's Association	\$1,400.00	
01-7235	Conference Expense & Travel	\$6,000.00	\$3,123.00	\$6,000.00	\$3,000.00	Mobile Bay Estuary	\$5,000.00	
01-7240	Dues & Memberships	\$39,100.00	\$2,135.00	\$40,800.00	\$40,800.00	SARPC	\$3,300.00	
01-7245	Publications & Newspapers	\$10,000.00	\$17,732.00	\$15,000.00	\$12,000.00	7290		
01-7252	Fuel/Oil	\$2,000.00	\$307.00	\$2,000.00	\$2,000.00	AD	\$20,000.00	
01-7260	Casualty Insurance	\$137,000.00	\$3,019.00	\$155,000.00	\$193,000.00	Background Checks	\$2,500.00	
01-7270	Freight	\$100.00	\$0.00	\$100.00	\$100.00	Camps	\$42,000.00	
01-7275	Beautification/Decorations	\$25,000.00	\$9,572.00	\$40,000.00	\$50,000.00	SF Utilities	\$10,000.00	
01-7280	Recording Fees	\$2,000.00	\$200.00	\$2,000.00	\$2,000.00	High School Cutting	\$39,000.00	
01-7290	Recreational	\$156,500.00	\$11,185.00	\$158,500.00	\$168,500.00	High School Fertilization	\$15,000.00	
01-7292	Interest Expense Warrant	\$0.00	\$0.00	\$0.00		SFSA	\$40,000.00	
01-7295	Education	\$770,100.00	\$577,612.00	\$127,000.00	\$100,000.00	7295		
01-7298	Delta Woods & Waters Expo	\$16,000.00	\$538.00	\$13,000.00	\$15,000.00	Brick and Mortar	\$48,000.00	
01-7390	Miscellaneous Expenses	\$25,000.00	\$4,243.00	\$20,000.00	\$22,000.00	One Time Funding	\$40,000.00	
				\$725,800.00	\$757,800.00	High School Band	\$10,000.00	

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
		Expenses - Supplies and Parts					
01-7400	General Supplies & Maintenance	\$5,000.00	\$5,033.00	\$10,000.00	\$8,000.00		
01-7410	Printing	\$2,500.00	\$325.00	\$2,000.00	\$1,000.00		
01-7420	Office Suplies	\$3,000.00	\$587.00	\$2,500.00	\$2,500.00		
01-7430	Postage	\$5,000.00	\$2,344.00	\$5,000.00	\$7,000.00		
01-7440	City Computer Expense	\$23,000.00	(\$10,182.00)	\$70,000.00	\$70,000.00		
01-7450	Furniture And Fixtures	\$8,000.00	\$0.00	\$5,000.00	\$5,000.00		
				\$94,500.00	\$93,500.00		
		Expenses -- Repairs and Maintenance					7520
01-7500	Equipment Lease	\$4,000.00	\$2,509.00	\$5,200.00	\$5,500.00	Repaving City Hall	\$120,000.00
01-7510	Vehicle/Equipment Maintenance	\$3,000.00	\$200.00	\$3,000.00	\$3,000.00	Elevator	\$317,000.00
01-7520	Property/Building Maintenance	\$110,000.00	\$28,293.00	\$70,000.00	\$650,000.00	Safety Updates City Hall &	\$150,000.00
01-7521	Es Blvd Pothole Repairs	\$4,000.00	\$5,800.00			LED Retrofits	
01-7530	Saferoom	\$5,000.00	\$26,343.00	\$5,000.00	\$5,000.00		
				\$83,200.00	\$663,500.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses -- Property/Capital			
01-7600	Capital Projects	\$150,000.00	\$0.00	\$150,000.00	\$200,000.00
01-7605	Capital Purchases	\$0.00	\$0.00		\$8,000.00
01-7606	Savings-Recreation/Other	\$0.00	\$0.00		
01-7607	Community Center	\$0.00	\$0.00		
01-7608	Land Purchases	\$0.00	\$0.00		
01-7647	Sidewalks	\$100,000.00	\$0.00	\$211,000.00	\$318,500.00
01-7648	Community Events	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
01-7649	Fema	\$100,000.00	\$22,498.00		
01-7650	Care Act	\$0.00	\$0.00		
01-7651	Pd Grant	\$0.00	\$0.00		
01-7652	Wakefield Drainage Restoration	\$470,000.00	\$35,756.00		
01-7653	Gomesa Hudson--Causeway	\$0.00	\$11,928.00		
01-7654	Gomesa Cypress -- 225 Bridge	\$0.00	\$0.00		
	General Warrant Payment 2023				\$1,115,672.00
				\$369,000.00	\$1,650,172.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Police		
01-7700	Operation Supplies	\$15,000.00	\$2,935.00	\$19,693.00	\$22,000.00
01-7701	Education	\$1,500.00	\$0.00	\$4,000.00	\$3,000.00
01-7702	Uniforms	\$12,000.00	\$11,070.00	\$15,000.00	\$12,000.00
01-7705	Capital Purchases	\$460,000.00	\$93,678.00	\$558,734.00	\$275,274.00
01-7706	Lease Purchase	\$2,000.00	\$966.00	\$2,000.00	\$2,600.00
01-7709	Building Maintenance	\$5,000.00	\$16,306.00	\$5,000.00	\$8,000.00
01-7710	Vehicle Maintenance	\$40,000.00	\$25,415.00	\$42,000.00	\$47,000.00
01-7711	Utilities	\$10,000.00	\$5,014.00	\$10,000.00	\$15,500.00
01-7712	Maintenance-Radio & Equipment	\$7,500.00	\$767.00	\$5,000.00	\$12,000.00
01-7715	Telephones	\$25,000.00	\$17,233.00	\$27,000.00	\$25,000.00
01-7717	Printing - Pd	\$500.00	\$240.00	\$500.00	\$500.00
01-7718	Salary - Police Department	\$1,677,000.00	\$826,721.00	\$1,763,540.00	\$1,969,267.00
01-7719	Salary - Dispatcher	\$180,000.00	\$96,266.00	\$181,000.00	\$196,419.00
01-7720	Office Supleis	\$2,500.00	\$870.00	\$2,000.00	\$2,000.00
01-7722	Photos	\$0.00	\$0.00		
01-7730	Training & Travel	\$15,000.00	\$9,497.00	\$20,000.00	\$22,500.00
01-7740	Dues & Membership	\$16,000.00	\$1,048.00	\$8,700.00	\$12,835.00
01-7745	Computer Expense	\$20,000.00	\$23,589.00	\$30,000.00	\$32,500.00
01-7750	Prisoners	\$30,000.00	\$6,450.00	\$20,000.00	\$28,000.00
01-7752	Fuel/Oil	\$84,000.00	\$40,516.00	\$100,000.00	\$107,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-7760	State Unemployment Tax-Alabama	\$3,000.00	\$326.00	\$3,000.00	\$3,000.00
01-7763	Fica Expense - City Pd	\$142,000.00	\$70,180.00	\$151,000.00	\$151,000.00
01-7765	Employee Retirement Expense	\$145,000.00	\$57,790.00	\$150,000.00	\$168,000.00
01-7767	Employee Medical Insurance	\$360,000.00	\$89,094.00	\$354,000.00	\$410,000.00
01-7770	Freight	\$100.00	\$46.00	\$100.00	\$100.00
01-7780	Worker's Compensation	\$90,000.00	\$31,580.00	\$44,000.00	\$44,000.00
01-7790	Miscellaneous Expenses	\$3,000.00	\$1,079.00	\$2,000.00	\$2,200.00
01-7791	Calea Grant - General Fund	\$0.00	\$7,628.00	\$20,000.00	\$4,000.00
				\$3,538,267.00	\$3,575,695.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses - Other		
01-8020	Election	\$10,000.00	\$0.00	\$0.00	\$10,000.00
01-8220	Bonds - Esc	\$587,000.00	\$293,159.00	\$587,000.00	\$587,000.00
01-8221	5m Comm Center Loan	\$500,000.00	\$415,956.00	\$500,000.00	\$500,000.00
01-8223	Bank Fees & Charges	\$2,000.00	\$470.00	\$1,000.00	\$1,000.00
01-8224	Recreational Principle & Int	\$0.00	\$0.00		
01-8225	Transfer In/Out	\$0.00	\$0.00		
				\$1,088,000.00	\$1,098,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Parks		
01-8305	Salaries	\$72,000.00	\$33,620.00	\$115,000.00	\$156,618.00
01-8306	Fica	\$5,500.00	\$2,143.00	\$8,800.00	\$11,981.00
01-8307	Retirement	\$5,600.00	\$1,755.00	\$8,950.00	\$12,200.00
01-8308	Insurance	\$14,000.00	\$3,176.00	\$14,000.00	\$46,560.00
01-8309	Unemployment	\$200.00	\$0.00	\$368.00	\$308.00
01-8310	Workers Comp	\$7,200.00	\$2,456.00	\$6,800.00	\$6,000.00
01-8311	Telephones	\$1,500.00	\$398.00	\$1,000.00	\$1,000.00
01-8312	Fuel	\$6,000.00	\$2,176.00	\$6,000.00	\$6,000.00
01-8313	Uniforms	\$750.00	\$72.00	\$750.00	\$1,000.00
01-8314	Training	\$250.00	\$0.00	\$250.00	\$250.00
01-8315	Supplies	\$1,000.00	\$806.00	\$1,000.00	\$3,000.00
01-8316	Tools	\$1,000.00	\$212.00	\$1,000.00	\$1,000.00
01-8317	Maintenance	\$10,000.00	\$1,657.00	\$10,000.00	\$5,000.00
01-8318	Utilities	\$0.00	\$0.00		
01-8319	Kids	\$3,000.00	\$3,363.00	\$4,000.00	\$4,000.00
01-8320	Integrity	\$42,000.00	\$19,485.00	\$42,000.00	\$42,000.00
01-8321	Spirit	\$70,000.00	\$19,548.00	\$60,000.00	\$60,000.00
01-8322	Dog	\$0.00	\$0.00		\$10,000.00
01-8323	Capital Purchase	\$15,000.00	\$0.00	\$20,000.00	\$20,000.00
	Container Park				\$10,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
				\$299,918.00	\$396,917.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
			Expenses -- Public Works				
01-8800	Salaries	\$130,000.00	\$62,375.00	\$159,441.00	\$282,030.00		
01-8801	State Unemployment Tax-Alabama	\$400.00	\$81.00	\$460.00	\$644.00		
01-8802	Fica Expense - City	\$10,000.00	\$4,343.00	\$12,197.00	\$23,800.00		
01-8803	Employee Retirement Expense	\$11,000.00	\$3,595.00	\$12,420.00	\$24,236.00	8831	
01-8804	Employee Medical Insurance	\$27,000.00	\$6,352.00	\$36,000.00	\$53,172.00	Mini Excavator	\$76,200.00
01-8805	Worker's Compensation	\$13,000.00	\$3,656.00	\$6,118.00	\$6,500.00	Lawn Mower	\$16,800.00
01-8806	Custodian	\$0.00	\$0.00				
01-8807	Uniforms	\$1,000.00	\$0.00	\$750.00	\$750.00	8833	
01-8808	Inmate Labor	\$0.00	\$0.00	\$14,000.00	\$14,000.00	Cutting Jimmy Faulkner	
01-8809	Contnuing Education	\$500.00	\$0.00	\$500.00	\$500.00	Mosquito Control	\$25,000.00
01-8810	Landscaping	\$0.00	\$0.00			Cutting Bromley	
01-8811	Telephones	\$1,500.00	\$421.00	\$1,500.00	\$1,000.00	Cutting 39	
01-8825	Mosquito Spraying	\$11,000.00	\$2,932.00	\$8,000.00			
01-8828	Equipment Maintenance	\$5,000.00	\$5,052.00	\$8,000.00	\$15,000.00		
01-8829	Fuel & Oil	\$8,000.00	\$5,379.00	\$12,000.00	\$15,000.00		
01-8830	Tools	\$3,000.00	\$450.00	\$2,500.00	\$2,500.00		
01-8831	Capital Purchases	\$30,000.00	\$0.00	\$25,000.00	\$93,000.00		
01-8832	Animal Shelter	\$3,000.00	\$747.00	\$2,500.00	\$2,500.00		
01-8833	Contract Services	\$17,000.00	\$2,438.00	\$17,000.00	\$42,000.00		
01-8834	Hwy 31 Miscellaneous	\$128,742.00	\$22,122.00	\$125,000.00	\$300,000.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget		
				\$443,386.00	\$876,632.00		
		Expenses -- Capital and Drainage					8851
01-8850	Capital Purchase	\$50,000.00	\$29,502.00	\$10,000.00	\$5,000.00	Repaving	
01-8851	Capital Improvement	\$275,000.00	\$0.00	\$275,000.00	\$265,334.00	Ponce De Leon, Woodland Way	
01-8852	Fire Station 1	\$0.00	\$0.00			Oakley Ct. and Oakley Dr.	
01-8853	Drainage-Miscellaneous	\$30,000.00	\$22,456.00	\$20,000.00	\$20,000.00		
01-8854	Environmentals Projects	\$0.00	\$0.00	\$603,984.00	\$200,000.00	8856	
01-8855	Wakefield Drain/Restor Loan	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	Marcella, Patrician, Caisson Trace	
01-8856	American Rescue Plan	\$1,094,080.00	\$0.00	\$2,090,912.00	\$1,765,564.00		
01-8857	Gomesa Hudson--Causeway	\$2,500,000.00	\$0.00	\$1,922,500.00	\$2,811,479.00		
	Gomesa Shellbank				\$2,000,000.00		
	Rebuild Alabama				\$368,744.00		
				\$4,937,396.00	\$7,451,121.00		

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
Expenses Fire Department					
01-9801	Professional Services-- General Fund				\$26,250.00
01-9804	Training & Travel -- General Fund				\$13,500.00
01-9806	Postage -- General Fund				\$750.00
01-9807	Printing -- General Fund				\$750.00
01-9808	Maintenance Radio and Equip. GF				\$31,250.00
01-9809	Vehicle Maintenance -- GF				\$85,000.00
01-9810	Telephones -- GF				\$4,875.00
01-9812	Capital Purchses -- GF				\$97,750.00
01-9824	Uniforms --GF				\$10,000.00
01-9825	Building/Hydrant Maint. --GF				\$28,500.00
01-9827	Dues & Memberships -- GF				\$750.00
01-9830	Office Supplies -- GF				\$8,900.00
01-9831	Fuel -- General Fund				\$35,000.00
01-9850	Utilities -- General Fund				\$22,140.00
01-9851	Computer Expense -- General Fund				\$22,250.00
01-9852	Lease Equipment --GF				\$1,050.00
01-9871	Salaries - _GF				\$1,457,364.00
01-9872	State Unemployment Tax -- GF				\$2,500.00
01-9873	FICA Expense -- City -- GF				\$111,500.00
01-9874	Employee Retirement Expense --GF				\$113,528.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-9875	Employee Medical Ins. -- GF				\$290,244.00
01-9876	Worker's Compensation -- GF				\$32,000.00
	Assistance to Firefighters Grant				\$40,000.00
					\$2,435,851.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses -- Building Department			
01-9901	Salaries	\$181,000.00	\$86,893.00	\$235,670.00	\$248,031.00
01-9902	State Unemployment Tax	\$300.00	\$0.00	\$300.00	\$300.00
01-9903	Fica Expense - City	\$14,000.00	\$6,219.00	\$18,200.00	\$18,974.00
01-9904	Employee Retirement Expense	\$15,000.00	\$4,974.00	\$18,500.00	\$19,321.00
01-9905	Employee Medical Insurance	\$42,000.00	\$10,217.00	\$52,000.00	\$56,124.00
01-9906	Workers Compensation	\$6,200.00	\$1,654.00	\$2,600.00	\$2,400.00
01-9908	Printing	\$1,000.00	\$65.00	\$500.00	\$500.00
01-9910	Continuing Education & Travel	\$3,000.00	\$642.00	\$2,500.00	\$2,000.00
01-9911	Conference Expense	\$0.00	\$0.00		
01-9912	Dues & Membership	\$500.00	\$75.00	\$500.00	\$500.00
01-9913	Fuel & Oil	\$3,000.00	\$1,477.00	\$3,500.00	\$3,500.00
01-9914	Office Supplies	\$1,500.00	\$226.00	\$1,000.00	\$1,500.00
01-9915	Postage	\$4,000.00	\$2,305.00	\$4,000.00	\$3,000.00
01-9916	Computer Expense	\$18,000.00	\$12,328.00	\$18,000.00	\$34,000.00
01-9917	Furniture & Fixtures	\$500.00	\$0.00	\$500.00	\$500.00
01-9918	Computer Maintenance	\$0.00	\$0.00		\$12,000.00
01-9919	Vehicle/Equipment Expense	\$1,000.00	\$82.00	\$4,000.00	\$4,000.00
01-9920	Uniforms	\$500.00	\$0.00	\$500.00	\$500.00
01-9921	Telephones	\$3,000.00	\$1,055.00	\$3,000.00	\$2,750.00
01-9922	Construction Training Fee	\$16,000.00	\$385.00	\$14,000.00	\$15,000.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
01-9923	Lease Purchase	\$25,000.00	\$6,132.00	\$25,000.00	\$25,000.00
01-9925	Capital Purchases	\$2,500.00	\$0.00	\$2,500.00	\$2,000.00
01-9926	Tools	\$2,000.00	\$0.00	\$2,000.00	\$1,000.00
				\$408,770.00	\$452,900.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
			Expenses -- Library		
01-9940	Salaries	\$153,000.00	\$71,027.00	\$170,998.00	\$180,917.00
01-9941	Fica	\$12,000.00	\$5,005.00	\$13,230.00	\$13,840.00
01-9942	State Retirement	\$11,000.00	\$3,074.00	\$12,000.00	\$12,664.00
01-9943	Medical Insurance	\$35,000.00	\$9,528.00	\$37,200.00	\$39,948.00
01-9944	Unemployment	\$300.00	\$151.00	\$300.00	\$276.00
01-9945	Workers Comp	\$500.00	\$245.00	\$518.00	\$543.00
01-9946	Dues/Memberships	\$500.00	\$225.00	\$500.00	\$500.00
01-9947	Continuing Education	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
01-9948	Supplies	\$4,000.00	\$2,373.00	\$4,000.00	\$7,000.00
01-9949	Computer Expense	\$12,000.00	\$10,919.00	\$12,000.00	\$12,000.00
01-9950	Periodicals/Books	\$32,000.00	\$15,795.00	\$32,000.00	\$34,000.00
01-9951	Background Checks	\$500.00	\$45.00	\$500.00	\$500.00
01-9952	Website	\$0.00	\$0.00		
01-9953	Programs/Events	\$5,000.00	\$1,242.00	\$5,000.00	\$5,800.00
01-9954	Equipment Lease	\$2,400.00	\$881.00	\$2,400.00	\$2,400.00
01-9955	Postage	\$100.00	\$11.00	\$100.00	\$100.00
01-9956	Printing	\$200.00	\$0.00	\$200.00	\$200.00
01-9957	Grants	\$4,000.00	\$12,566.00		\$27,000.00
01-9958	Furniture/Fixtures	\$5,000.00	\$1,249.00	\$5,000.00	\$3,000.00
01-9959	Telephones	\$900.00	\$243.00	\$900.00	\$900.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
				\$297,846.00	\$342,588.00

2023-2024 Fiscal Year Budget

GL Account	Description	21-22 Budget	21-22 Actual	22-23 Budget	23-24 Budget
		Expenses Senior Center			
01-9975	Salaries	\$42,000.00	\$19,461.00	\$44,948.00	\$47,512.00
01-9976	Fica	\$3,200.00	\$1,060.00	\$3,000.00	\$3,634.00
01-9977	State Retirement	\$3,300.00	\$1,016.00	\$3,500.00	\$3,701.00
01-9978	Medical Insurance	\$14,000.00	\$3,176.00	\$7,200.00	\$16,176.00
01-9979	Unemployment	\$100.00	\$0.00	\$100.00	\$145.00
01-9980	Workers Comp	\$150.00	\$49.00	\$180.00	\$145.00
01-9981	Dues/Memberships	\$200.00	\$0.00		\$200.00
01-9982	Continuing Education	\$250.00	\$75.00	\$250.00	\$450.00
01-9983	Computer Expenses	\$1,500.00	\$1,688.00	\$2,000.00	\$4,000.00
01-9984	Supplies	\$500.00	\$257.00	\$500.00	\$900.00
01-9985	Printing	\$200.00	\$0.00	\$200.00	\$200.00
01-9986	Equipment	\$2,600.00	\$2,535.00	\$1,000.00	\$7,500.00
01-9987	Equipment Maintenance	\$1,200.00	\$3,839.00	\$2,000.00	\$2,000.00
01-9988	Telephones	\$0.00	\$0.00		
01-9989	Events	\$1,000.00	\$155.00	\$2,000.00	\$2,200.00
	Programs				\$1,000.00
					\$89,763.00
	Total				\$21,194,993.00