



Birmingham-Shuttlesworth International Airport (BHM)
Birmingham, Alabama

Request for Bids

Dollar Rent-A-Car Building Demolition and Paving
BAA Project No.: BAA—046

September 15, 2025

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DOCUMENT 00 1116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: All qualified bidders are invited to submit bids for the Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Birmingham Airport Dollar Rent-A-Car Demolition, BAA—046
- C. Project Location: Dollar Rent-A-Car
5600 Airline Drive
Birmingham, Alabama 35212
- D. Owner: Birmingham Airport Authority (BAA)
5900 Messer Airport Highway
Birmingham, AL 35212
Owner's Representative: Ed Seoane, Vice President of Purchasing
Birmingham Airport Authority
P: 205.599.0703; M: 205.332.5702
5900 Messer Airport Highway
Birmingham, AL 35212
eseoane@flybhm.com
- E. Engineer: Selena A. Rodgers Dickerson, MBA
President / Managing Member
SARCOR, LLC
215 19th Street N, Suite 101
Birmingham, AL 35203
P: 205.706.8170
- F. Project Description: Work shall include the complete demolition and removal of the former Dollar Rent-A-Car building. The building is located on a paved parcel, outside of the airfield but adjacent to Taxiway B and Runway 18-36. The structure is a single-story, metal-framed building with an approximate footprint of 3,400 square feet, consisting of three primary areas:
- A front office and customer service area, including two offices and storage areas
 - A service garage (repair bay) used for oil changes with a floor mounted hydraulic lift with overhead doors
 - A car wash bay at the rear with a floor-mounted wash rack
- Demolition includes the removal of the structure and associated materials as well as capping utilities associated with electrical, natural gas, water, sewer, and communications. Final restoration of the site shall include grading and paving of the former building footprint with Alabama Department of Transportation (ALDOT) asphalt mix to create a continuous paved lot surface.

1.2 BID SUBMITTAL AND OPENING

- A. BAA will receive sealed bids until the bid time and date at the location indicated below. BAA will consider bids prepared in compliance with the Instructions to Bidders issued by BAA, and delivered as follows:

1. Bid Submittal Due Date: October 10, 2025
2. Bid Submittal Due Time: 2:00 PM local time
3. Location: Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway, Birmingham, AL 35212

- B. Sealed bids should be submitted as described in the Bid Advertisement to the attention of:

Ed Seoane, Vice President of Purchasing

Birmingham Airport Authority

5900 Messer Airport Highway

Birmingham, AL 35212

P: 205.599.0703; M: 205.332.5702

eseoane@flybhm.com

- C. Bids will be opened and read to the public at 2:00 PM local time on October 10, 2025 in Meeting Room A, Airport Terminal lower level.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of five (5) percent of the bid amount in the form of a Bid Guarantee. No bids may be withdrawn for a period of ninety (90) days after opening of bids. BAA reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PRE-BID CONFERENCE

- A. A Pre-Bid conference for all bidders will be held in Meeting Room A in the Airport Terminal on the lower level on September 29, 2025, at 2:00 PM local time. Access to the virtual meeting will be provided upon request by contacting the Owner's Representative (Mr. Ed Seoane, Vice President of Purchasing). Please confirm attendance at the Pre-Bid conference with the Owner's Representative by September 26, 2025. Prospective bidders are requested to attend. A walk-through of the site will follow immediately after the conclusion of the Conference will be conducted, if requested by meeting participants.

1.5 DOCUMENTS

- A. Procurement and Contracting Documents: Obtain access after September 15, 2025, by contacting the Owner's Representative or Bid Consultant Contact (prospective prime bidders only):

Owner's Representative:

Ed Seoane, Vice President of Purchasing

Birmingham Airport Authority

P: 205.599.0703; M: 205.332.5702

eseoane@flybhm.com

Bid Consultant Contact:

Jennifer Hogan, CM

AKRF, Inc.

P: 646.388.9868; M: 617.692.0553

jhogan@akrf.com

1.6 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

1.7 BIDDER'S QUALIFICATIONS AND REQUIREMENTS

- A. Before submission of their bid, Bidders must be properly licensed in the State of Alabama governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to the BAA will be required of the successful Bidder.

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Proposal, Plans, General Provisions, Technical and Supplemental Specifications, Contract Forms, and all requirements of the Project. Failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid. All bidders bidding in amounts exceeding \$50,000.00 must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, as amended.

- B. Each bid shall be accompanied by a Bid Bond, submitted in the form of a guaranty and/or promissory note from a banking, insurance or other lending or financial institutions. The Bid Bond shall be equal to five (5) percent of the bid price, made payable to the BAA. No cash, check, or money orders will be accepted. All bidding participants will be required to adhere to the provisions listed below:

1. Affirmative Action
2. Equal Opportunity
3. Non-Segregated Facilities
4. Non-Collusion
5. Minimum Wage Rates – Fair Labor Requirement:

All work performed under this contract shall comply with applicable State of Alabama prevailing wage requirements. Contractors are responsible for ensuring that all workers are paid not less than the wage rates established by the State for similar work in the locality. The awarded contractor shall maintain certified payroll records and submit them to the Birmingham Airport Authority (BAA) as supporting documentation. Certified payroll must be submitted with each pay application.

6. Occupational, Safety and Health Requirements
7. Insurance Requirements
8. Payment and Performance Bonds
9. Drug-Free Workplace

END OF DOCUMENT 00 1116

DOCUMENT 00 2113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.

END OF DOCUMENT 00 2113



AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

THE OWNER:

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

THE ARCHITECT:

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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

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

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

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

§ 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

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

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

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

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

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

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

§ 3.4 Addenda

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

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

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

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

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

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

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning _____ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

DOCUMENT 00 2213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
2. The following Supplementary Instructions to Bidders modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 1 - DEFINITIONS

- A. None.

1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.3.1:

1. Section 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by BAA.

B. Add Section 2.1.5:

1. Section 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Alabama and meets the qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.6:

1. Section 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.5 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:

1. Add Section 3.2.2.1:

- a. 3.2.2.1 - Submit Bidder's Requests for Interpretation in writing by email.

B. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:

- a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:

- a. 3.4.4.1 - BAA may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

- 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of BAA, affect the Contract Sum or Contract Time.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:

- a. 4.1.1.1 - Printable Bid Forms and related documents are available from the Engineer.

2. Add Section 4.1.8:

- a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents (see DOCUMENT 004322 - UNIT PRICES FORM). BAA may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

3. Add Section 4.1.9:

- a. 4.1.9 - BAA may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

4. Add Section 4.1.10:

- a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by BAA for the sole benefit of BAA.

B. 4.3 - Submission of Bids:

1. Add Section 4.3.1.2:

- a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following Sections to 4.4.2:

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to BAA. Also acceptable is a signed and dated power of attorney that describes the scope and limitations of the power of attorney. Such documentation should be made available to BAA at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - BAA will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; and a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form awaiting final figures from the Bidder does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:

- a. 4.5 - Provide detailed cost breakdowns no later than two business days following Engineer's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

- a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Engineer's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Engineer.

1.7 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

- a. 5.2.1 - BAA reserves the right to reject a bid based on BAA's and Engineer's evaluation of qualification information submitted following opening of bids. BAA's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.8 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than two (2) business days following BAA's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two (2) business days following BAA's request.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to BAA no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever

occurs first. BAA may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.10 ARTICLE 8 - FORM OF AGREEMENT BETWEEN BAA AND CONTRACTOR

A. N/A

1.11 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to the BAA in such number of counterparts as the BAA may require.
2. 9.1.2 - BAA may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to the BAA.
4. 9.1.4 - In the event of a default, BAA may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or readvertise for bids.

END OF DOCUMENT 00 2213

DOCUMENT 00 2513 - PREBID MEETINGS

1.1 PREBID MEETING

A. The BAA will conduct a Prebid meeting as indicated below:

1. Meeting Date: September 29, 2025
2. Meeting Time: 2:00 PM local time
3. Location: Meeting Room A, Airport Terminal, Lower Level
Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway, Birmingham, AL 35212

B. Attendance:

1. Prime Bidders: Attendance at Prebid meeting is recommended.
2. Subcontractors: Attendance at Prebid meeting is recommended.

Please confirm attendance at the Pre-Bid conference with the Owner's Representative by September 26, 2025.

C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two (2) business days prior to meeting to:

Owner's Representative:

Ed Seoane

VP of Purchasing, Birmingham Airport Authority

5900 Messer Airport Highway

Birmingham, AL 35212

P: 205.599.0703 M: 205.332.5702

eseoane@flybhm.com

Deadline for all questions: October 3, 2025

D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids and may include the following:

1. Procurement and Contracting Requirements:

- a. Advertisement for Bids.
- b. Instructions to Bidders.
- c. Bidder Qualifications.
- d. Bonding.
- e. Insurance.
- f. Bid Security.
- g. Bid Form.
- h. Unit Prices Form.
- i. Subcontractor List Form.
- j. Bid Submittal Requirements.
- k. Notice of Award.

2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Bidder's Requests for Information.
 - c. Bidder's Substitution Request/Prior Approval Request.
 - d. Addenda.
3. Contracting Requirements:
 - a. Agreement.
 - b. The General Conditions.
 - c. The Supplementary Conditions.
 - d. Other BAA requirements.
4. Construction Documents:
 - a. Scope of Work.
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 - f. Substitutions following award.
5. Separate Contracts:
 - a. Work by BAA.
 - b. Work of Other Contracts.
6. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Liquidated Damages.
 - d. Other Bidder Questions.
7. Site/facility visit or walkthrough
 - a. Immediately following the Pre-Bid Meeting upon request.
8. Post-Meeting Addendum.
- E. Minutes: BAA's Representative or Engineer will conduct, record and distribute meeting minutes to attendees and Prime Bidders. Meeting minutes are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
 1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 00 2513

INSURANCE REQUIREMENTS

The Selected Bidder/Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: "BAA Contractor Insurance Requirements," which is attached hereto and incorporated by reference herein. The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, AKRF, Inc. and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit B: "BAA Contractor Insurance Requirements" either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to BAA.

Certificates of Insurance shall be filed with the BAA prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the BAA. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the BAA.

All such insurance shall be primary and non-contributing with any other insurance held by BAA where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the BAA at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to BAA based upon the nature of Contractor's operations and the type of insurance involved. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Birmingham Airport Authority (BAA or Authority)."

At least 10 days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with BAA. If such coverage is canceled or reduced, Contractor shall, within 15 days of such cancellation or reduction of coverage, file with BAA evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the

event Contractor fails to furnish BAA with evidence of insurance and maintain the insurance as required, BAA upon 10 days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse BAA for the cost thereof. Payment shall be made within 30 days of invoice date.

Contractor shall provide proof of all required insurance and related requirements to the BAA either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the BAA. The documents evidencing all required coverages shall be filed with the BAA prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverages, (iii) the insurance carrier's name, address and telephone number, (iv) an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the BAA at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to BAA. The BAA reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

BAA and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the BAA who may, thereafter, require Contractor, on 30 days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said BAA deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit B: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to BAA and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

EXHIBIT B: BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet BAA's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Contractor shall be responsible for paying the same.

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides BAA at least thirty (30) days prior written notice of any cancellations or modification thereof. The BAA shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees. Please note that separate limits may be required if RFP requires work be performed "Airside" vs "Non Airside" as outlined on the attached Exhibit B and Sample Certificates. Contractor shall at all times during the term of this Agreement maintain, at its own expense, the following minimum levels and types of insurance (see next page):

EXHIBIT B: BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
Employee's Liability	\$1,000,000 Each Accident \$1,000,000 Disease - Policy Limit \$1,000,000 per Employee
Requirements:	
1. Voluntary Compensation Endorsement	
2. Waiver of Subrogation	
General Liability	\$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	
1. XCU Perils Coverage	
2. Completed Operations Extended 3 Years	
3. Broad Form Property Damage	
4. Fellow Employee Coverage	
5. Primary & Non-Contributory	
6. Waiver of Subrogation	
7. 30 Days Notice of Cancellation to Certificate Holder	
8. CG2010 and CG2037 Endorsements	
9. Contractual Liability applicable to Contractor's indemnification obligations	
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
Requirements:	
1. Covers owned, non-owned and hired autos	
2. Primary & Non-Contributory	
3. Waiver of Subrogation	

4. 30-Day Notice of Cancellation to Certificate Holder

Umbrella \$5,000,000

Builder's Risk Policy Amount of Project

1. **Requirement:** Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is scheduled for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of BAA and Contractor
3. Coverage shall provide Replacement Cost
4. Event of Loss proceeds of any claim shall be paid to the BAA who shall apportion the proceeds between the BAA and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy \$1,000,000 (*Depending on project*)

Professional Liability \$1,000,000 (*Depending on project*)

EXHIBIT B: BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

Type of Coverage	Minimum Limits
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 each Accident
	\$1,000,000 Disease - Policy Limit
	\$1,000,000 per Employee

Requirements:

1. Voluntary Compensation Endorsement
2. Waiver of Subrogation

General Liability	\$1,000,000 each occurrence
	\$10,000,000 General Aggregate
	\$10,000,000 Completed Operations/Products Aggregate
	\$1,000,000 Personal Injury
	\$5,000 Medical Payments

Requirements:

1. XCU Perils Coverage
2. Completed Operations Extended 3 Years
3. Broad Form Property Damage
4. Fellow Employee Coverage
5. Primary & Non-Contributory
6. Waiver of Subrogation
7. 30-Day Notice of Cancellation to Certificate Holder
8. CG2010 and CG2037 Endorsements
9. Contractual Liability applicable to Contractor's indemnification obligations

Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
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Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30-Day Notice of Cancellation to Certificate Holder

Umbrella \$10,000,000

Builder's Risk Policy Amount of Project

Requirement:

1. Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of BAA and Contractor
3. Coverage shall provide Replacement Cost
4. Event of Loss proceeds of any claim shall be paid to the BAA who shall apportion the proceeds between the BAA and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy \$5,000,000 (*Depending on project*)

Professional Liability \$1,000,000 (*Depending on project*)

DOCUMENT 00 2600 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 2500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by BAA when the following conditions are satisfied, as determined by SARCOR (the Engineer) or Owner's Representative. Otherwise, requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to the SARCOR (the Engineer) or Owner's Representative. Procurement Substitution Requests must be made in writing by prime contract Bidder, and only in compliance with the following requirements:
 - 1. Requests for a substitution of materials and/or equipment will be considered if received no later than 10 days prior to the date of bid opening.
 - 2. Submittal Format: Submit three (3) copies of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.
 - 3. Submittal Format: Submit Procurement Substitution Request with information as follows:
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications sections and drawing numbers.
 - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 2) Copies of current, independent third-party test data of salient product or system characteristics.

- 3) Samples where applicable or when requested by Engineer/Owner's Representative.
 - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by BAA and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Engineer/BAA's Representative Action:
1. SARCOR (the Engineer) or Owner's Representative may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. SARCOR (the Engineer) or Owner's Representative approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00 2600

DOCUMENT 00 2620 - NOTICE TO CONTRACTORS: SALES TAX EXEMPTION

NOTICE TO CONTRACTORS **CERTIFICATE OF TAX EXEMPTION OVERVIEW**

January 1, 2025

Act 2021-372 (the “Act”), codified at Ala. Code § 40-9-14.1(i)(2), and the Alabama Department of Revenue’s (“ALDOR”) Administrative Rule § 810-6-3-.77 (the “Rule”) (a copy of which is attached hereto), set forth the process for contractors and subcontractors to obtain certificates of exemption for state and local sales and use tax-exempt projects performed for qualifying governmental entities. For any contract with a qualifying governmental entity entered into after January 1, 2020, the sale to, or the storage, use or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty is exempt from sales and use tax. Pursuant to subsection (1)(g) of the Rule, the Birmingham Airport Authority (BAA) - an airport authority organized under Ala. Code § 4-3-40 and otherwise exempt from all state, county, and municipal sales and use tax - is a qualifying governmental entity.

As of February 12, 2024, pursuant to subsection (6)(a) of the Rule, licensed contractors and subcontractors must now apply directly with and provide the required information and documentation to ALDOR for a certificate of exemption for each tax-exempt project. BAA is no longer required to initiate the process for the tax exemption. Subsection (6) of the Rule sets forth the Application Requirements and subsection (7) of the Rule sets forth the Record Retention Requirements with which contractors and subcontractors must comply. Contractors and subcontractors who intentionally use a certificate of exemption in violation of the Act are subject to the Violation Penalties set forth in Subsection (8) of the Rule, including without limitation, being barred from use of a certificate of exemption on subsequent projects.

Contractors and subcontractors must apply electronically for the tax exemption for each project. To obtain an exemption certificate, contractors and subcontractors must log in to their “My Alabama Taxes” account, click on the “Other Actions” tab, and locate the “Apply for a Certificate of Exemption for a Government Entity/Statutorily Exempt Entity Project” link. Then, follow the required steps and submit the requested documentation. Contractors and subcontractors will need BAA’s FEIN number to complete the application. BAA’s FEIN is 63-0947715.

If contractors or subcontractors have any questions regarding this process, please send an email to STContractorsExempt@revenue.alabama.gov.

Ala. Admin. Code r. 810-6-3-.77

Section 810-6-3-.77 - Exemption For Certain Purchases By Contractors And Subcontractors In Conjunction With Construction Contracts With Certain Governmental Entities And Statutorily Exempt Entities

(1) On and after January 1, 2014, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract entered into on or after January 1, 2014, with a governmental entity is exempt from all state, county, and municipal sales and use taxes.

For this rule, a governmental entity is defined as:

(a) The State of Alabama.

(b) A county or incorporated municipality of the State of Alabama.

(c) An educational institution of the State of Alabama, or a county or incorporated municipality of the State of Alabama.

(d) An industrial or economic development board or authority that is exempt from the payment of Alabama sales and use taxes.

(e) Other governmental entities that are exempt from the payment of Alabama sales and use taxes.

(f) On or after January 1, 2019, the term governmental entity includes any public water or sewer authority, district, system, or board that otherwise is exempt from sales and use tax. The sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract entered into on or after January 1, 2019, with any public water or sewer authority, district, system, or board that otherwise is exempt from sales and use tax is exempt from all state, county, and municipal sales and use taxes.

(g) On or after January 1, 2020, the term governmental entity includes any airport authority established pursuant to Chapter 3 of Title 4 of the Code of Ala. 1975, that otherwise is exempt from sales and use tax. The sale to, or the storage, use or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract entered into on or after January 1, 2022, with an airport authority that otherwise is exempt from sales and use tax is exempt from all state, county, and municipal sales and use taxes.

(h) On or after January 1, 2022, the purchase of construction materials for use on construction projects for governmental entities; to include any contract for the construction of highways, roads, or bridge projects is exempt from all state, county, and municipal sales and use taxes.

(i) On or after April 14, 2022, the term governmental entity includes an agricultural authority, established pursuant to Chapter 20 of Title 11 of the Code of Ala. 1975, that

Section 810-6-3-.77 ... Ala. Admin. Code r. 810-6-3-.77

otherwise is exempt from sales and use tax. The sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract entered into on or after April 14, 2022, with an agricultural authority that otherwise is exempt from sales and use tax is exempt from all state, county, and municipal sales and use taxes.

(2) Governmental Entity-Purchases Not Exempt. The exemptions outlined in section (1) do not apply to any of the following:

- (a) Purchases of tangible personal property by a contractor or subcontractor for storage, use, or consumption in conjunction with performing a contract with a governmental entity that is not itself exempt from Alabama sales and use taxes.
- (b) Purchases of tangible personal property by a contractor or subcontractor that are not incorporated into realty pursuant to the contract.
- (c) Purchases of tangible personal property for contracts with the federal government.
- (d) Purchases of tangible personal property made pursuant to any contract entered into prior to applicable dates in section (1).

(3) Exclusion from Governmental Entity Exemption. The exemption outlined in section (1) does not apply to the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property purchased pursuant to a contract with a state other than the State of Alabama, a county or incorporated municipality of a state other than the State of Alabama, an industrial development board created pursuant to the Constitution or general or local laws of a state other than the State of Alabama, an educational institution of a state other than the State of Alabama, or an educational institution of a county or incorporated municipality of a state other than the State of Alabama.

(4) On or after January 1, 2024, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract entered into on or after January 1, 2024, with a Statutorily Exempt Entity is exempt from all state, county, and municipal sales and use taxes.

For this rule, a statutorily exempt entity is defined as:

- (a) Any person or company, as those terms are defined under § 40-23-1, Code of Ala. 1975, that has been granted a statutory exemption from the payment of Alabama sales and use taxes.
- (b) Any person or company listed in Article 1, Chapter 9 of Title 40, Code of Ala. 1975.
- (c) Any person or company which the state is prohibited from taxing under the Constitution or laws of the United States or under the Alabama Constitution.

(5) Statutorily Exempt Entity - Purchases Not Exempt. The exemptions outlined in section (4) do not apply to any of the following:

- (a) Purchases of tangible personal property by a contractor or subcontractor that are not incorporated into realty pursuant to the contract.

Section 810-6-3-.77 ... Ala. Admin. Code r. 810-6-3-.77

(b) Purchases of tangible personal property made pursuant to any contract entered into prior to January 1, 2024.

(6) Application Requirements.

(a) Contractors and subcontractors licensed by the State Licensing Board for General Contractors, must apply per project to the department for a sales and use tax certificate of exemption. Upon application, the contractor and subcontractor must provide the department with an estimated amount of tax exempt purchases to be made for the project. Upon review and approval of the application, the department shall issue the applicant a certificate of exemption, which shall be used by the certificate holder to claim the exemption when making qualifying tax-exempt purchases for the project listed on the certificate. Certificates of exemption will be issued as of the project start date or the received date of the application. The effective date of the certificate of exemption will be no earlier than the date the application is submitted to the department. Before approving or denying the application, the department may require the applicant to submit additional documentation.

(b) Effective January 1, 2024, or the effective date of this rule, whichever is later, contractors and subcontractors must apply electronically for each project.

(c) If the department denies the application, the applicant may appeal the denial in accordance with § 40-2A-8, Code of Ala. 1975.

(7) Record Retention Requirement.

(a) A contractor or subcontractor who obtains a certificate of exemption must comply with all of the provisions of § 40-23-9, Code of Ala. 1975, and must maintain records sufficient to document the tax-exempt status of qualifying purchases.

(b) Upon renewal of the certificate of exemption, the contractor or subcontractor shall verify the tax exempt purchases made for the project in the previous year.

(8) Violation Penalties. Any contractor or subcontractor who intentionally uses a certificate of exemption in violation of § 40-9-14.1 or § 40-9-14.3, Code of Ala. 1975, will be:

(a) Liable for the actual sales and use tax due.

(b) Subject to a civil penalty levied by the department in the amount of not less than a minimum of two thousand dollars (\$2,000) or two times any state and local sales or use tax due for the tangible personal property, whichever is the greater.

(c) May be barred from the use of any certificate of exemption on any project for up to two years based on the contractor's or subcontractor's willful misuse of a certificate of exemption. Contractors and subcontractors may appeal any such decisions in accordance with § 40-2A-8, Code of Ala. 1975.

(9) Determination of Qualification According to Date.

(a) The date of the sale to, or the purchase, withdrawal, storage, use or consumption by, the contractor must be used to determine if an otherwise qualifying transaction or event

Section 810-6-3-.77 ... Ala. Admin. Code r. 810-6-3-.77

qualifies for the exemption. Jobs or projects entered into prior to the applicable dates noted in sections (1) and (4) do not qualify for the exemption regardless of the transaction date.

(b) For the purpose of this rule, the term "entered into" means the date that a contractor or subcontractor signs a contract with a governmental entity defined in section (1) or a statutorily exempt entity as defined in section (4).

Ala. Admin. Code r. 810-6-3-.77

New Rule: Filed February 20, 2001; effective March 27, 2001. Amended: Filed May 6, 2005; effective June 10, 2005. Amended: Filed November 20, 2013; effective December 25, 2013.

Amended by Alabama Administrative Monthly Volume XXXVII, Issue No. 04, January 31, 2019, eff. 2/25/2019.

Amended by Alabama Administrative Monthly Volume XL, Issue No. 03, December 30, 2021, eff. 2/13/2022.

Amended by Alabama Administrative Monthly Volume XL, Issue No. 12, September 30, 2022, eff. 11/14/2022.

Amended by Alabama Administrative Monthly Volume XLII, Issue No. 03, December 29, 2023, eff. 2/12/2024.

Author: Michelle Mayberry, Traci Floyd, Ginger L. Buchanan, Lee Ann Rouse, Christy Vandevender

Statutory Authority: Code of Ala. 1975, §§ 11-20-81, 40-2A-7(a) (5), 40-2A-8, 40-9-14.1, 40-9-14.3, 40-23-1, 40-23-4, 40-23-9, 40-23-31, 40-23-83.

DOCUMENT 00 3143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

A. Permit Applications

1. Demolition Permit: Required from the City of Birmingham and/or Jefferson County; to be secured by the Contractor prior to the start of demolition.
2. Utility Disconnection Permit: Required for the disconnection of electric, gas, water, sewer, and telecommunications services. The Contractor shall coordinate with utility providers and ensure that all services are properly capped in accordance with local regulations.
3. Right-of-Way/ Haul Route Permit: The Contractor shall coordinate with the BAA and/or City of Birmingham as needed to determine whether this permit is required.

END OF DOCUMENT 00 3143

DOCUMENT 00 4113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Birmingham Airport Dollar Rent-A-Car Demolition, BAA—046
- C. Project Location: Dollar Rent-A-Car
5600 Airline Drive
Birmingham, AL 35212
- D. Owner: Birmingham Airport Authority (BAA)
5900 Messer Airport Highway
Birmingham, AL 35212
Owner's Representative: Ed Seoane, Vice President of Purchasing
eseoane@flybhm.com
- E. Engineer: Selena A. Rodgers Dickerson, MBA
President / Managing Member
SARCOR, LLC
215 19th Street N, Suite 101
Birmingham, AL 35203
P: 205.706.8170

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Authority (Owner) and its consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars (\$_____).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to BAA the attached certified check or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
1. _____ Dollars (\$_____).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, the BAA will return to the undersigned the certified check or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. Provide completed Subcontractor List naming all subcontractors, work to be performed by each, and dollar amount for their portion of the work.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the BAA and shall fully complete the Work within 60 calendar days.

1.6 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates Form.
2. Bid Form Supplement - Unit Prices Form.
3. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).
4. Bid Form Supplement - Subcontractor List Form

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Alabama, Jefferson County, and the City of Birmingham, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2024.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By : _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.

Birmingham Airport Authority
Dollar Rent a Car Bldg. Demolition

N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 00 4113

DOCUMENT 00 4313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to BAA, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 00 4313

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: Demolition/General Construction
- C. Project Name: Birmingham Airport Dollar Rent-A-Car Demolition, Project # BAA—046
- D. Project Location: Dollar Rent-A-Car
5600 Airline Drive
Birmingham, Alabama 35212
- E. Owner: Birmingham Airport Authority (BAA)
5900 Messer Airport Highway
Birmingham, Alabama 35212
Owner's Representative: Ed Seoane, Vice President of Purchasing
eseoane@flybhm.com
- F. Engineer: Selena A. Rodgers Dickerson, MBA
President / Managing Member
SARCOR, LLC
215 19th Street N, Suite 101
Birmingham, AL 35203
P: 205.706.8170

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

Item No.	Description	Unit	Estimated Quantity
1	Mobilization	Lump Sum	1
2	Permitting (Demolition)	Lump Sum	1
3	Utility Disconnection and Capping	Each	Per Utility
4	Erosion and Sediment Control Measures	Lump Sum	1
5	Building Demolition & Disposal of Demolition Debris	Lump Sum	Based on building size and structure
6	Backfill and Grading of Demo Area	Cubic Yards	Based on excavation
7	Asphalt Paving (Demo Area Footprint)	Square Yards	Based on building footprint
8	Protection of Existing Parking Lot	Lump Sum	1

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2025.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

DOCUMENT 00 4324 – SUBCONTRACTOR LIST FORM

Project: Birmingham Airport Authority – Dollar Rent-A-Car Building Demolition

Bidder: _____

Provide a complete list of all subcontractors, the work each will perform, and the dollar amount for their portion of the work.

Subcontractor Name	Scope of Work	Dollar Amount

Attach additional sheets if necessary.

DOCUMENT 00 5100 - NOTICE OF AWARD

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Bidder's Address: _____.
- C. Prime Contract: _____.
- D. Project Name: Birmingham Airport Dollar Rent-A-Car Demolition, Project # BAA—046
- E. Project Location: Dollar Rent-A-Car
5600 Airline Drive
Birmingham, Alabama 35212
- F. Owner: Birmingham Airport Authority (BAA)
5900 Messer Airport Highway
Birmingham, Alabama 35212
Owner's Representative: Ed Seoane, Vice President of Purchasing
eseoane@flybhm.com
- G. Engineer: Selena A. Rodgers Dickerson, MBA
President / Managing Member
SARCOR, LLC
215 19th Street N, Suite 101
Birmingham, AL 35203
P: 205.706.8170

1.2 NOTICE OF INTENT TO AWARD CONTRACT

- A. Notice: The above Bidder is hereby notified that their bid, dated _____, for the above Contract has been considered and the Bidder is hereby awarded a contract for: The complete demolition and removal of the former Dollar Rent-A-Car building. Demolition includes the removal of the structure and associated materials as well as capping utilities associated with electrical, natural gas, water, sewer, and communications. Final restoration of the site shall include grading and paving of the former building footprint with Alabama Department of Transportation (ALDOT) asphalt mix to create a continuous paved lot surface.
- B. Alternates Accepted: The following alternates have been accepted by BAA and have been incorporated in the Contract Sum:
1. Alternate No. 1:
 2. Alternate No. 2:
 3. Alternate No. 3:
- C. Contract Sum: The Contract Sum is _____ dollars.

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within 10 days of the above date of issuance of the Notice:
1. Deliver to BAA three (3) sets of fully executed copies of the Contract Documents.
 2. Deliver with the executed Contract Documents Bonds and Certificates of Insurance required by the Contract Documents.
- B. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle BAA to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
1. Within 10 days after the Bidder complies with the conditions of this Notice, BAA will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

- A. This Notice is issued by:

1. Owner: _____.

2. Authorized Signature: _____.
(Handwritten signature)

3. Signed By: _____.
(Type or print name)

4. Title: _____.
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 5100

SECTION 00 6000 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of BAA/Contractor Agreement and form of the General Conditions shall be used for Project:
 - 1. AIA Document A105 - 2017, "Standard Short Form of Agreement between Owner [BAA] and Contractor."
 - a. The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction."
 - 2. The General Conditions are incorporated by reference.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; www.aiacontractdocsaiacontracts.org; (800) 942-7732.
- C. Preconstruction Forms:
 - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond and Payment Bond."
 - 2. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."
- D. Information and Modification Forms:
 - 1. Form for Requests for Information (RFIs): AIA Document G716-2004 "Request for Information (RFI)."
 - 2. Form of Request for Proposal: AIA Document G709-2018 "Proposal Request."
 - 3. Change Order Form: AIA Document G701-2017 "Change Order."
 - 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G710-2017 "Architect's Supplemental Instructions."
 - 5. Form of Change Directive: AIA Document G714-2017 "Construction Change Directive."
- E. Payment Forms:
 - 1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
 - 2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."
 - 3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."
 - 4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."
 - 5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

Draft Standard Short Form Contract

AIA A105 - 2017

Between Owner and Contractor

This document represents the draft contract agreement that will be used between the selected Contractor and the Birmingham Airport Authority (BAA) for the BHM Dollar/Thrifty Rental Car Building Demolition Project.

The agreement is based on the American Institute of Architects (AIA) A105–2017 Standard Short Form of Agreement Between BAA and Contractor and will govern the contractual relationship, terms of performance, and payment conditions.

Note: This draft is provided for reference only. Final contract language may be subject to modification by the Birmingham Airport Authority prior to execution. Bidders should review the attached draft carefully and raise any material concerns during the question period noted in the Instructions to Bidders.

END OF SECTION 00 6000

DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « 2025 »
(In words, indicate day, month and year.)

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

«Birmingham Airport Authority »« »
«5900 Messer Airport Highway »
«Birmingham, AL 35212 »
« »

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

« »« »
« »
« »
« »

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

« »
« 5900 Messer Airport Highway »
« Birmingham, AL 35212»

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

« »

The term “Agreement” or “Contract” means this Standard Form of Agreement between Owner and Contractor. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, including all indemnification agreements entered into between Owner and Contractor. If anything in the other Contract Documents, other than a modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.6 Liquidated Damages

Notwithstanding any provision to the contrary herein, the Contractor acknowledges and agrees that the Contractor is obligated to and shall achieve Substantial Completion of the Work within the Contract Time set forth above in Section 2.3. The Contractor acknowledges and agrees that the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result thereof. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth below:

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages for delay and not as a penalty, the following per diem amounts commencing on the sixtieth day following the expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of the delayed completion of the Work, as follows: [\$1,500] per day.

The Owner may deduct liquidated damages prescribed in this Section from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the rate specified in Section 4.2 of this Agreement. The Owner's assessment of liquidated damages for delays is intended to compensate the Owner solely for the Contractor's failure to achieve Substantial Completion of the Work before the expiration of the Contract Time and shall not release the Contractor from liability from any other breach of Contract Document requirements. If the liquidated damages set forth herein are determined by a court or arbitrator(s) (as applicable) to be unenforceable, the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to timely achieve Substantial Completion of the Work. The Owner's right to liquidated damages hereunder is self-executing and no prior notice or claim by the Owner is required as a condition precedent to the Owner's right to offset liquidated damages from amounts otherwise due the Contractor or to otherwise pursue recovery of liquidated damages.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, subject to any reasons for withholding as set forth herein, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

« Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «Twenty-Fifth » day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «Thirty » («30») days after the Architect receives the Application for Payment. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

«Zero » % «0»

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the types and limits of insurance set forth in Exhibit A attached hereto until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1.

§ 5.1.1 The Contractor shall cause all liability insurance to be primary and non-contributory to any coverage of the Owner.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. .

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. By execution of the Contract, the Contractor also represents and warrants that all such Work site conditions are acceptable and that it can fully perform the Work as set forth in the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect and Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor shall be an independent contractor in respect to all services to be performed hereunder. Nothing herein contained shall in any way constitute the parties hereto as partners or joint ventures or create any other relationships between them.

If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Owner hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection. The Contractor shall be solely responsible for the acts and omissions of the Contractor's employees, consultants, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of or under the direction of the Contractor or any of its Subcontractors, or anyone else for whom such parties are responsible.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

The Contractor agrees to assign to the Owner at the time of final completion of the Work, any and all warranties relating to the materials and/or labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

§ 8.6 Taxes

The Owner is exempt from all sales and use tax in the State of Alabama, under Alabama Code §40-3-59 (1975), and the Owner shall not pay any such taxes in connection with the Contract.

The Contractor shall **NOT** include any Alabama sales or use taxes in the Contract Sum. Contractor must follow the Owner's tax exemption procedures in order to purchase the materials for the Work exempt from all Alabama sales and use taxes.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and all other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and any and all of the Owner's board members, officers, agents, and employees, from and against any and all claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from the performance of the Work, including, but not limited to, such claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, or any of Contractor's subcontractors, employees, consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of

whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under this Agreement.

§ 8.13 Badging

In order to perform Work on-site in secured areas of Owner's facilities, personnel are required to undergo a background check and obtain a badge allowing them access to such areas. On completion of the Work, the Contractor's personnel are required to turn their badges in to Owner's security department. Failure to return a badge on completion of the Work will result in a fine in the amount of \$500. The Contractor is responsible for paying all badging fees and all fines for badges not returned after the Work is completed. In connection with the provision of Work, the Contractor may incur expenses to the Owner or the Owner may be charged for expenses of the Contractor. Contractor will pay or reimburse the Owner for such expenses within thirty (30) days after the date of the invoice. If the Owner owes the Contractor any fees on completion of the Work and any badging fees, fines or other expenses owed by the Contractor are then due and payable, Owner will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to the Contractor. If the amount due to Owner exceeds the amount of fees due to Contractor or there are no fees then due to the Contractor, Owner will invoice and the Contractor will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice. Failure to pay all badging fees, fines and other expenses in full may prevent the Contractor from competing for future contracting opportunities with Owner.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing upon agreement of the Owner and Contractor. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit, provided, however, such overhead and profit shall not exceed 10% in the aggregate.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If unforeseeable physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual and unforeseeable delay in deliveries, unavoidable casualties, other causes that the Contractor asserts, and the Architect determines may justify delay (collectively “Excusable Delays”), then Contract Time shall be subject to equitable adjustment upon written Change Order. In the event of an Excusable Delay, Contractor’s remedy for such Excusable Delay shall be an extension of the Contract Time, but only to the extent such Excusable Delay affects the then-existing critical path, or Contractor’s ability to timely achieve Substantial Completion within the Contract Time and provided Contractor gives written notice to the Owner within seven (7) days of becoming aware of the reason for such Claim for an Excusable Delay, for such reasonable period as the Architect may reasonably and equitably determine,

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor’s right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Without limiting Owner’s right to require lien waivers from Contractor or any subcontractors or suppliers, Contractor’s submission of an Application for Payment (or invoice) shall be the Contractor’s certification that all subcontractors, materialmen and suppliers providing Work, materials or supplies that was previously included in an invoice submitted to and paid for by the Owner, have been properly paid by the Contractor for such Work, materials or supplies. The Owner and Architect shall have the right to inspect the Work to determine its and the Contractor’s compliance with the Contract Documents.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner’s interests.

§ 12.3 Certificates for Payment

The Architect will, within ten (10) days after receipt of the Contractor’s Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect’s reason for withholding certification in whole. If certification or notification is not made within such ten (10) day period, the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the

Work until payment of the amount owing has been received. The Contract Time shall be equitably adjusted due to the delay. Furnishing of affidavits and waivers of lien, in forms as approved and when required by the Owner or Architect shall be a condition precedent and requirement to the issuance of all Certificate of Payments by the Architect.

The Architect may withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, because of

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

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.4.5 For each progress payment made prior to final completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Retainage in the amount of 10% shall be withheld from each progress payment until the Project is 50% complete, as determined by the Architect, after which no additional retainage shall be withheld; provided, however, that Owner may continue to withhold the 10% retainage previously held until the Work has reached final completion.

§ 12.4.6 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.7 Without limiting Owner's right to issue joint checks or make direct payment to a Subcontractor in the event of a dispute, the Owner shall not have responsibility for payments to a subcontractor or supplier.

§ 12.4.8 In the event that there exists, or subsequently exists at any time after payment by the Owner under this Agreement, any mechanics', materialmen's or laborers' lien or claim or any other lien or claim, legal or equitable, contractual, or statutory, on the Work caused to be filed by a subcontractor, sub-subcontractor, material supplier or laborer in connection with any portion of the Work for which Owner has paid the Contractor, the Contractor herein agrees to indemnify, defend and hold harmless, the Owner from any such lien or claim and immediately satisfy payment of such lien so as to cause the lien to be immediately released and satisfied (which such indemnification shall not be interpreted to limit any other indemnification provision set forth in this Agreement between the Owner and the Contractor). Credit shall be given to the Owner against the amounts payable to the Contractor for any payment made by the Owner to settle any claim of a Subcontractor or material supplier (whether made directly to a Subcontractor or otherwise).

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and all certificates of occupancy have been issued by the applicable governmental authority.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect and Owner will make an inspection to determine whether the Work is substantially complete. When the Architect and Owner determine that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Owner and Architect find the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 14.4 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Article relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to other remedies available to Owner or to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and direct costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and direct costs incurred by reason of such termination.

ARTICLE 17 DISPUTES

§ 17.1 The parties shall endeavor to resolve any claims and disputes by good faith negotiations. Disputes will be escalated by the parties to executive officers with the authority to resolve the dispute on behalf of such party.

§ 17.2 In the event that the parties are unable to resolve their claims or disputes by good faith negotiations, the parties may resort to litigation. If either party elects to proceed to litigation, then any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement shall be brought exclusively in Alabama state court in the county in which the Project is located. Both Owner and Contractor consent to exclusive jurisdiction in said court and specifically waive any defenses to personal jurisdiction or venue that may be raised in such an action.

§ 17.3 In the event of any litigation between the parties based upon, arising out of, or relating to this Agreement, the prevailing party shall be entitled to recover its actual attorney's fees, court costs, and litigation expenses.

ARTICLE 18 NON-DISCRIMINATION PROVISIONS

§ 18.1 The Contractor agrees to abide by the Nondiscrimination Requirements set forth in **Exhibit B** attached hereto and incorporated herein by reference.

ARTICLE 19 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 19.1 Authorization; Enforceability. All actions required to be taken by the Owner and the Contractor for the authorization, execution, delivery and performance of this Agreement and any other documents contemplated hereby have been taken. This Agreement is, and any documents executed pursuant hereto will be, legal, valid and binding obligations of the parties hereto or thereto, enforceable against each such party in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other laws or equitable principles affecting creditors' rights generally.

§ 19.2 Licensed Contractor. The Contractor is and shall at all times during the term of this Agreement, be properly licensed as a contractor under Alabama law.

§ 19.3 Severability. Should any provision of this Agreement be declared invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected and shall continue in full force and effect as if this Agreement had been executed with the invalid or unenforceable portion eliminated.

§ 19.4 Entire Agreement. This Agreement, including all exhibits hereto (each of which are incorporated herein by reference) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, representations, or promises between the parties. Neither party may rely upon or attempt to enforce any agreement, promise or representation regarding the subject matter of this Agreement that is not contained in the written provisions of this Agreement and its Exhibits. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement and signed by the Parties.

§ 19.5 Headings; Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement is the product of negotiations between commercial parties represented by counsel, and shall not be construed against either party.

§ 19.6 Counterparts. This Agreement may be executed and delivered by facsimile, electronically transmitted signature and/or by "PDF", and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. After execution, the parties shall promptly deliver original, signed copies of this Agreement to the other party, but the failure to deliver originals shall not affect the validity of this Agreement.

« »

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

BIRMINGHAM AIRPORT AUTHORITY

[CONTRACTOR NAME]

By:

By:

OWNER *(Signature)*

CONTRACTOR *(Signature)*

« »« »

« »« »

(Printed name and title)

(Printed name and title)

LICENSE NO.:

JURISDICTION:

EXHIBIT A

INSURANCE AND BOND REQUIREMENTS

The Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance and bonds specified in this **Exhibit A**.

The specified insurance shall include and insure Birmingham Project site Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the Architect, OAR and the Engineer, if applicable, and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Work as described in this Agreement with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Project site, and other related functions performed by or on behalf of Contractor in, on or about the Project site, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined herein either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Owner.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by the Owner where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Owner based upon the nature of the Contractor's operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Owner."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Owner. If such coverage is cancelled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Owner evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Contractor fails to furnish the Owner with evidence of insurance and maintain the insurance as required, the Owner upon ten (10) days prior written notice to comply, may, but shall

not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse the Owner for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Contractor shall provide proof of all required insurance and related requirements to the Owner either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Owner. The documents evidencing all required coverage's shall be filed with the Owner prior to Contractor performing Work or occupying the Project site. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Owner at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. Owner reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Owner and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Owner who may, thereafter, require the Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount the Owner deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit A.

Contractor is advised of the statutory immunity from tort claims applicable to the Owner and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.

INSURANCE REQUIREMENTS – NON-AIRSIDE

Type of Coverage

Minimum Limits

Worker's Compensation Statutory

Employee's Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease – Policy Limit
	\$1,000,000	per Employee

Requirements:

1. Voluntary Compensation Endorsement
2. Waiver of Subrogation

General Liability	\$1,000,000	each occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Completed Operations/Products Aggregate
	\$2,000,000	Personal Injury
	\$5,000	Medical Payments

Requirements:

1. XCU Perils Coverage
2. Completed Operations Extended 3 Years
3. Broad Form Property Damage
4. Fellow Employee Coverage
5. Primary & Non-Contributory
6. Waiver of Subrogation
7. 30 Days Notice of Cancellation to Certificate Holder
8. CG2010 and CG2037 Endorsements

9. Contractual Liability applicable to Contractor's indemnification obligations

Business Automobile

\$2,000,000 per occurrence combined limit for bodily injury liability and property damage

Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30 Days Notice of Cancellation to Certificate Holder

Umbrella

\$5,000,000

Builder's Risk Policy

Amount of Project

Requirement:

1. Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of Owner and Contractor
3. Provide Replacement Cost
4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

BOND REQUIREMENTS

Contractor shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type

AIA A312 Performance Band and Payment Bond

Penal Sum (\$0.00)

100% of the Contract Sum.

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

EXHIBIT B

NONDISCRIMINATION REQUIREMENTS **Federal Aviation Administration Required Provisions**

- A. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or
 - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited

English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- D. **DBE.** Contractor acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Contractor shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

SECTION 01 1000 - DEMOLITION SCOPE AND CONTRACTOR INSTRUCTIONS

1.1 SCOPE OF WORK AND CONTRACTOR INSTRUCTIONS

The Contractor shall provide all services, labor, equipment, and materials required to fully demolish the former Dollar Rent-A-Car facility located at 5600 Airline Drive, Birmingham, Alabama, and restore the site in accordance with the requirements outlined below. This section provides demolition scope descriptions, safety and phasing expectations, and specific instructions aligned with Birmingham Airport Authority (BAA) standards and Whole Building Design Guidelines (WBG).

- A. The work shall include the complete demolition and removal of the former Dollar Rent-A-Car building located at 5600 Airline Drive, Birmingham, Alabama. The building is located on a paved parcel, outside of the airfield but adjacent to Taxiway B and Runway 18-36. The structure is a single-story, metal-framed building with an approximate footprint of 3,400 square feet, consisting of three primary areas:

- A front office and customer service area including two offices and storage areas
- A service garage (repair bay) used for oil changes and a floor mounted hydraulic lift with overhead doors
- A car wash bay at the rear with a floor-mounted wash rack

The building is constructed on a concrete slab-on-grade foundation with concrete foundations, metal panel siding, and a metal roof structure. The interior includes light commercial finishes, fluorescent lighting, HVAC units, and typical plumbing and electrical fixtures.

The site is surrounded by asphalt pavement on all sides and used for vehicle access and queuing. Utilities serving the building include electrical, water, sanitary sewer, natural gas, and telecom, all of which shall be safely disconnected and capped in accordance with local regulations prior to demolition. The offices contain sheetrock walls and drop-in acoustic paneled ceilings with some insulation.

Final restoration of the site shall include grading and paving of the former building footprint with Alabama Department of Transportation (ALDOT) asphalt mix to create a continuous paved lot surface.

The building is located off-airport and is not subject to airfield or landside access restrictions. No special airport escorting or secure access will be required. However, travel to and from the site is recommended via Messer Airport Hwy, University Avenue, and Airline Drive.

- B. The Contractor shall conduct all demolition activities in accordance with applicable safety standards, including but not limited to EM 385-1-1 (U.S. Army Corps of Engineers Safety Manual), OSHA regulations, and BAA Design and Construction Guidelines. Safety requirements include:
- Establish and maintain secure perimeter fencing or barriers to protect the public and adjacent properties.
 - Implement of dust suppression measures and noise control.
 - Manage equipment access, haul routes, and material staging to minimize disruption to airport operations.
 - Phase work to maintain a clean and orderly site throughout the demolition process.
- C. The Contractor shall comply with Whole Building Design Guidelines (WBG), BAA demolition requirements, and applicable environmental standards. Specifications include:
- Proper handling and lawful disposal of all demolition debris, including items identified in the Hazardous Material Assessment (Report of Hazardous Material Assessment for the Former

Dollar Rent-A-Car at Birmingham-Shuttlesworth International Airport, BECC, June 2025), such as fluorescent light fixtures, thermostats, exit signs, and pad-mounted transformer units, which may contain mercury or PCBs.

- ALL lighting fixtures (including exit signs) should be verified for PCB-containing ballasts. Any ballasts not marked "NON-PCB" should be assumed to be PCB-containing and disposed of according to the State of Alabama and local requirements.
- ALL tubular bulbs or fluorescent bulbs should be considered mercury-containing and disposed of according to the State of Alabama and applicable local requirements.
- Any mercury capsules within thermostats noted in the HMA should be disposed of as mercury-containing as described above.
- The pad-mounted transformer should be evacuated of oils and fluids before transportation and disposed of by a State of Alabama licensed refiner or solvent recycling company.
- The hydraulic reservoir for the automotive lift should be evacuated and the fluid disposed of as described above. The reservoir should be dismantled and disposed of at an appropriate landfill or recycler that accepts used petroleum tanks.
- Additional potentially hazardous materials encountered during demolition shall cause work to cease immediately, and the Contractor shall notify the BAA. Further action shall only proceed following guidance from the Environmental Professional (EP) and written direction from the BAA or EP.
- All utilities shall be located, disconnected, and capped in accordance with local utility requirements prior to demolition.
- Demolition debris (including hazardous or potentially hazardous materials noted in the HMA) shall be disposed of off-site at a State of Alabama licensed landfill or recycling facility. ALL potential landfill and recycler choices should be submitted to the BAA and EP for approval prior to waste removed from the site. The type of material intended for each landfill or recycler should be included in the submittal. Receipts and manifests shall be submitted to the BAA. At a minimum, manifests should include the following:
 - Name and location of landfill;
 - Type of material wasted;
 - Time and date;
 - Size of load;
 - Truck number; and
 - Signature of driver and receiving party.

No permits will be provided by the BAA, and any permits required, including but not limited to demolition, utility disconnection, and hauling shall be the sole responsibility of the Contractor.

- D. The Contractor shall review and comply with all bid instructions and specifications. During the bid period, responses to Requests for Information (RFIs) may be issued by the BAA. The Contractor shall review all RFI responses and incorporate relevant clarifications into their proposal.
- E. The contractor will use the demolition plans provided by the BAA. All demolition work must be completed in accordance with the requirements of this Request for Bid and shall be incorporated into the final contract agreement issued by the BAA.
- F. Upon project award, the BAA will request the preparation of a safety plan. The submitted safety plan shall be subject to approval of the BAA or EP.
- G. As part of their proposal, all Bidders shall include the following:
 - 1. A preliminary construction schedule presented in Gantt, bar chart, or another clearly organized format, outlining the total anticipated calendar days for completion, including key milestones and

major activities. The final schedule will be coordinated and finalized with the BAA during contract execution.

2. Submit equipment methods, debris removal logistics, and anticipated project duration.
3. Provide certifications and documentation as required by law for handling and disposal of hazardous or regulated materials.
4. Comply with all instructions related to insurance, bonding, subcontracting, and qualifications.
5. A detailed, itemized cost proposal that breaks down all major components of the work. Lump sum pricing will not be accepted without supporting detail. At a minimum, the breakdown should include:
 - Mobilization and demobilization
 - Hazardous material abatement (if applicable)
 - Demolition activities
 - Utility disconnection and capping
 - Debris hauling and disposal
 - Site restoration and asphalt paving
 - Labor and equipment (by trade or discipline)
 - Disposal fees, permitting costs, overhead, and profit
 - Assumptions, exclusions, or allowances used to develop pricing. A Schedule of Values may be submitted in Construction Specifications Institute (CSI) format or other industry-recognized format.

Failure to include both a detailed cost breakdown and a construction schedule may affect the completeness and competitiveness of the proposal.

JUNE 24, 2025, (REVISED 6/25/2025)

*REPORT OF HAZARDOUS
MATERIAL
ASSESSMENT FOR*

*Former Dollar Rent-A-Car at
Birmingham-Shuttlesworth International Airport*

5600 Airline Drive
Birmingham, Jefferson County, Alabama 35212

BECC Project Number: 325049

PREPARED FOR:

AKRF

C/O Ms. Jennifer Hogan
440 Park Avenue South, 7th Floor
New York, New York 10016



GEOTECHNICAL, MATERIALS, AND ENVIRONMENTAL ENGINEERS

360 Industrial Lane, Birmingham, AL 35211 - (205) 941-1119 - www.beccinc.com

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EXECUTIVE SUMMARY

The purpose of this survey was to identify hazardous substances storage and use, sample suspect materials as asbestos-containing building materials, and sample painted surfaces to determine elevated lead concentrations in paint. Portions of this survey/assessment were performed pursuant of the USEPA 40 CFR Part 61 NESHAP and Part 763 AHERA/ASHARA guidelines. This assessment included all reasonably accessible spaces throughout the approximate 3,400 square foot (sf) former Dollar Rent-A-Car at the Birmingham-Shuttlesworth International Airport located at 5600 Airline Drive in Birmingham, Alabama. It is our understanding the building is planned for demolition.

ALL materials assessed were classified as non-ACM.

No painted surfaces sampled during the assessment contained elevated lead concentrations.

No hazardous building materials were identified during this assessment; therefore, no abatement is recommended at this time. Of the machinery identified as part of the demolition scope, none were confirmed to contain hazardous materials/chemicals, but may require special handling and disposal. These items were noted as:

POTENTIAL PCBs

1. Pad-Mounted Transformer (potential PCBs) (1 ea.)
2. Fluorescent Light Fixtures (35 ea.)
3. Other Light Fixtures (metal halide, etc.) (14 ea.)
4. Exit Signs (3 ea.)

POTENTIAL MERCURY

5. Fluorescent Light Tubes (92 ea.)
6. Other Light Fixture Bulbs (14 ea.)
7. Exit Signs (3 ea.)
8. Thermostats (2 ea.)

All items that will be removed should be disposed of or recycled in accordance with applicable state and federal regulations.

The parking lot area of the Property was observed to have storage of various equipment, materials, and chemicals for Airport Operations. These items will be removed by the Airport Authority prior to demolition.

The radon levels for the building are expected to be between 2 pCi/L and 4.0 pCi/L based on reported levels in Jefferson County by the ADPH, below the action limit set forth by the USEPA.

ACRONYMS AND ABBREVIATIONS

ACBM – Asbestos-Containing Building Material
ACM – Asbestos-Containing Material
ADEM – Alabama Department of Environmental Management
ALAC – Alabama Administrative Code
ALDOT – Alabama Department of Transportation
ASHERA – Asbestos Hazard Emergency Response Act
APCO – Alabama Power Company
ASHARA – Asbestos School Hazard Abatement Reauthorization Act
ASTM – American Society for Testing and Materials
BUR – Built-Up Roofing Material
CFC – Chlorofluorocarbons
E – East
EPE – El Paso Electric
ENE – East-Northeast
ESE – East-Southeast
ESA – Environmental Site Assessment
FEMA – Federal Emergency Management Agency
ft – Feet
HMA – Hazardous Material Assessment
HSWA – Hazardous and Solid Waste Amendments
HTW – Hazardous and Toxic Waste
HUD – Housing and Urban Development
HVAC – Heating Ventilation and Air Conditioning
kg – Kilogram

LBP – Lead-Based Paint
mi – Mile
N – North
NAICS – North American Industry Classification System
NE – Northeast
NESHAP – National Emission Standard for Hazardous Air Pollutants
NW – Northwest
PA – Preliminary Assessment
PADS – PCB Activity Data System
Pb – Lead
PCB – Polychlorinated Biphenyls
pCi/L – Pico Curies Per Liter
PRP – Potentially Responsible Party
RCRA – Resource Conservation and Recovery Act
RCRIS – Resource Conservation and Recovery Information System
SDS – Safety Data Sheets (formerly Material Safety Data Sheets)
sf – Square Feet
SSW – South-Southwest
SW – Southwest
TCLP – Toxicity Characteristic Leaching Procedure
TSCA – Toxic Substances Control Act
W – West
WJC – Wall Joint Compound

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SECTION 1: INTRODUCTION

BECC performed a Hazardous Material Assessment including an asbestos-containing material (ACM) survey based on the Asbestos Hazard Emergency Response Act (AHERA) and National Emissions Standards for Hazardous Air Pollutants (NESHAP) of the 3,400 square foot (sf) single-story former Dollar Rent-A-Car facility at the Birmingham-Shuttlesworth International Airport in Birmingham, Jefferson County, Alabama (herein referred to as the “Property”). This survey also included a limited scope Hazardous Material Assessment (HMA) for the presence of lead-based paint (LBP) and to identify hazardous substance storage and use. The Property as defined is limited to the interior and immediate exterior of the building. This assessment was conducted in accordance with BECC proposal number Q1-25062 dated April 25, 2025. Sampling for asbestos performed as part of this work was conducted under AHERA and NESHAP guidelines, where feasible, as well as applicable state and federal regulatory agencies. Some limitations may apply depending on the conditions of the facilities subject to inspection and are discussed in **Section 1.4**. Depending on the extent of sampling possible, additional testing may be required.

1.1 Purpose

The primary purpose of this assessment is to identify hazardous materials including asbestos-containing material (ACM) within the building and the exterior of the building per NESHAP, lead-based paints, building equipment potentially containing hazardous substances, and hazardous substance storage and use. This survey and assessment is required for renovation and demolition activities. Demolition is defined as the removal of any structural member of a facility. The aforementioned structure is planned for full demolition.

1.2 Reliance

The content of this report is provided for the sole use of AKRF, Their Affiliates and Subsidiaries, Their Successors, Assigns and Grantees. Use of this report is subject to the Terms and Conditions including the Limitation of Liability as stated in BECC proposal number Q1-25062 dated April 25, 2025. Use by any third parties will be at such party’s sole risk except when granted under written permission by BECC. Any such authorized use or reliance by third parties will be subject to the same Agreement, under which the work was conducted for the AKRF.

1.3 Detailed Scope of Services

The scope of services provided by BECC consisted of 5 major elements and performed in general conformance with Part 763 AHERA/ASHARA and USEPA 40 CFR Part 61 NESHAP for the asbestos survey.

- **Walk Through Inspection** - BECC conducted a thorough interior walk-through of the facility(ies) to identify suspect ACBM and LBP painted surfaces that may require testing and defined by each Functional Space and Homogenous Material. An exterior assessment for suspect ACM was also performed. BECC will identify storage and use of suspected or known hazardous materials associated with the facility(ies).
- **Categorize each suspect material and paint** and associate with each homogenous area, including material and paint condition.
- **Collect Samples for Laboratory Analysis** - BECC collected samples from each suspect homogenous material and paint in each Functional Space.

- **Radon Gas** – The Property was assessed compared to published data by local regulatory agencies and the EPA guidelines.
- **Hazardous materials storage and use** – The facility(ies) was/were observed and cataloged for suspected of known hazardous substances that may have an impact on renovation and/or demolition activities, including PCBs.
- **Photographs** - BECC obtained photographs of the facility depicting conditions and identifying characteristics of samples taken and storage conditions of known suspected hazardous materials and included in the **Appendix**.
- **Evaluation and Report** – BECC contracted a NIST registered laboratory to perform bulk Polarized Light Microscopy (PLM), pursuant to EPA 600/M4-82-020 to determine the presence of asbestos fibers. A report was generated to discuss the impact, if any, of these materials under NESHAP and AHERA guidelines related to the proposed work at the facility.

1.4 Assumptions and Limitations

The use of AHERA guidelines apply to K-12 schools and public government buildings (ASHARA) and may involve the presumption of materials as ACM (PACM) as set forth by OSHA. Where materials may be inaccessible due to access, unsafe or unstable conditions, Asbestos Hazard Emergency Response Act (AHERA-1986) guidelines allow for the presumption of ACM in suspect materials. NESHAP applies to all facilities except single residential buildings with 4 units or less. It requires a thorough inspection. It should be noted that AHERA/ASHARA regulations apply to occupied K-12 schools. Therefore, NESHAP is the governing regulation for this facility based on the planned demolition activities.

Parts of the conclusions reached in the ACM survey may be based on the presumption materials encountered were ACM. As mentioned, AHERA/ASHARA allows for the use of Presumed Asbestos Containing Materials (PACM) based OSHA regulations in lieu of testing where sampling may be difficult or undesirable (i.e. unsafe entry). This practice may also be used where the guidelines of NESHAP cannot be fully satisfied. For projects that must strictly follow NESHAP guidelines, further testing may be necessary and may be conducted at the time of demolition/renovation under the strict supervision of a certified trained asbestos inspector.

Future conditions of materials could change subject to unforeseeable site activity from the time of this assessment and demolition. Parts of this assessment may not be exhaustive in scope nor does it guarantee a risk-free site. This assessment represents the professional judgment and conclusions of the certified and trained asbestos inspector performing the survey. No conclusions are intended nor implied beyond those stated.

This assessment was performed for reliance as described in **Section 1.2** and for the specific application to the subject project. BECC notes that this survey was limited to the collection of suspect asbestos containing building materials and painted surfaces from readily accessible locations of the building(s) made accessible by the Owner or Owner's representative. Laboratory analysis utilized PLM for asbestos samples. Point Counting was not utilized for this project.

Due to some accessibility of the building such as hidden spaces behind some walls, all potentially suspect materials may not have been individually assessed. This report is presented to provide a guidance document for required response actions in accordance with state and federal regulations, and to provide a basis of biddable quantities for demolition and renovation related work by a qualified contractor. This report is not intended to provide specific means and methods by which a contractor may implement to remove and dispose of the inventoried materials.

1.5 Terms & Conditions of Assessment

The results, findings, observations and recommendations expressed in this report are based only on conditions that were observed during BECC's inspection of the site on June 18, 2025. Although care has been taken by BECC in compiling and checking the information contained in this report to verify that it is current and accurate, BECC disclaims any and all liability for any errors, omissions or inaccuracies in such information and data and for any consequences arising from such omissions or inaccuracies. The recommendations provided in this report do not constitute legal and/or medical advice. It is further understood that BECC makes no representations or warranties of any kind, including but not limited to, the warranties of fitness for a particular purpose of merchantability nor are such representations or warranties to be implied with respect to the data furnished, and BECC assumes no responsibility with respect to customers, its employees, client's or customers' use thereof. BECC, their representative and this report make no representation and/or assumptions as to past conditions or future occurrences at this site. The information provided herein applies only to the subject property as it existed during BECC's site visit. Should this site's use and/or conditions change, information, observations and recommendations found herein would no longer apply. This report is intended to be used in its entirety. No excerpts may be taken to be representative of the findings of this assessment. BECC shall not be liable for any special, consequential and/or exemplary damages resulting, in whole or in part, from the customer's use of the data provided.

1.5.1 ACM Survey Terms & Conditions

It should be noted that this survey is only intended for the purpose of identifying suspect building materials that may contain asbestos fibers using a limited sampling program. This survey, due to its scope and nature is typically not sufficient to estimate costs of abatement or to obtain construction permits for inaccessible structures or spaces not included within the scope of work. This is because not all areas are generally accessible and areas that are hidden, inaccessible or covered by other construction may not be exposed until the work begins. Further, the survey includes sampling of homogeneous materials and not specific sampling at each individual location that work may occur during renovation/demolition activities.

1.5.2 LBP Survey Terms & Conditions

It should be noted that this survey is only intended for the purpose of identifying suspect painted surfaces that may contain elevated lead concentrations using a limited sampling program. This survey, due to its scope and nature is typically not sufficient to estimate costs of abatement or to obtain construction permits for inaccessible structures or spaces not included within the scope of work.

SECTION 2: PROJECT DESCRIPTION

On June 18, 2025, BECC conducted a visual survey of hazardous materials including suspect ACM, LBP in the approximate 3,400-sf former Dollar Rent-A-Car located at 5600 Airline Drive at the Birmingham-Shuttlesworth International Airport in Birmingham, Alabama. This assessment included all reasonably accessible spaces throughout the building interior and exterior. It should be expected that some suspect materials may be encountered during demolition that were not sampled during this assessment, such as in limited access spaces. All work should cease and the material must be evaluated by a certified and trained asbestos inspector before demolition shall proceed.

2.1 Property Description

The building is a metal-sided slab-on-grade structure with concrete foundations and metal roof. Structural members are steel, and the building is insulated on the inside of the metal siding and roof. The interior of the building features a light repair bay primarily for oil changes with a floor mounted hydraulic lift, a wash bay with a floor mounted wash rack, and office space with two (2) offices, and storage areas. The wash and service bays were generally open. The office space was enclosed with sheetrock walls and drop-in acoustic paneled ceiling system. In general, materials noted in the structures under the limitations of access and visibility were as follows:

- Spaces behind metal paneling: In general these spaces appeared to be insulated as observed in the open bays.

SECTION 3: ASBESTOS-CONTAINING MATERIAL (ACM)

3.1 Definitions

Demolition is defined as the removal of any structural member of a building. Renovations are limited to the removal and addition of non-structural members or materials.

ACM is defined as any material which contains more than one percent (1%) asbestos by area, as determined by the method specified in Appendix A of Subpart F, 40 CFR Part 763. ACM is generally found in some common building materials such as: drop-in ceiling tile, hard plaster, floor tile, sheet vinyl flooring, joint compound, insulation, heating system insulation, window and door caulking, window glazing, hardboard siding, and a variety of roofing materials.

In order to be considered a Regulated Asbestos Containing Material (RACM), the material shall be either friable (any material which, when dry, can be crumbled, pulverized, or reduced to powder by either hand pressure or mechanical forces reasonably expected to act on the material) or have a reasonable probability of becoming friable in the course of ordinary or anticipated use of the building containing the material or during the course of demolition or renovation operations. RACM can also be non-friable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting or abrading. Activities which involve friable asbestos, such as demolition or renovation, are regulated by the US EPA, the Alabama Department of Environmental Management (ADEM) and the US Occupational Safety and Health Administration (OSHA). Non-friable ACM may not be regulated because it does not pose a potential respiratory hazard. Non-friable ACM which will become friable during a renovation or a demolition is regulated.

3.2 ACM Classifications

RACM

Regulated ACM means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by 40 CFR Part 61, Subpart M. Plaster, joint compound, and Transite® are examples of Category II friable ACM. Friable ACM is designated regulated (RACM) if totaling over 160 square feet, 260 linear feet, or a total of more than 35 cubic feet, and must be removed by a certified contractor prior to renovation or demolition.

Category I

Category I ACM includes non-friable materials that can be maintained in non-friable condition during the renovation or demolition by not performing certain activities. Roofing, for example, can become friable by being subjected to such activities as cutting, grinding, and abrading; and resilient floor covering can become friable by being subjected to sanding, beadblasting, or pulverization into small pieces and/or powder. Unless these materials are acted upon by one of these methods, it is considered non-friable and is not subject to the NESHAP regulation. Category I ACM need not be removed prior to demolition unless it is in very poor condition.

Category II

Category II ACM includes all other non-friable material not included in Category I that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

3.3 Notifications

Notification of demolition or renovation within a structure must be sent to the Alabama Department of Environmental Management (ADEM) ten (10) working days prior to the activity. With demolition or renovation projects involving the removal of greater than or equal to 160 linear feet, 260 square feet, or a total of 35 cubic feet of ACM, ADEM must be notified. Full demolition of a structure with less than 160 linear feet, 260 square feet, or a total of 35 cubic feet of ACM (including structures with no asbestos) must notify ADEM ten (10) working days prior to demolition.

3.4 Inspections

3.4.1 Procedure

Suspect ACM was assessed in general accordance to NESHAP guidelines and sampled in general accordance to AHERA guidelines by Homogeneous Material. Although Functional Spaces (an area which is commonly used with similar activities) were considered (**Table 1**), homogeneous material was considered across a broader scope per NESHAP due to plans to demolish the building. A Homogenous Material is typically uniform in texture, appearance, installed at the same time, and may contain more than one type or formulation of material depending on the application. A total of ten (10) samples were collected from the structure that was suspected ACM to determine the actual composition of the material by laboratory analysis. These samples were collected from various materials as categorized in **Table 2**.

Table 1: List of Functional Spaces & IDs

Functional Spaces
OFFICES
SERVICE BAY
WASH BAY
EXTERIOR

Table 2: List of Homogenous Materials & IDs for ACM Samples

Homogenous Suspected Materials
FLOORING
12" x 12" vinyl floor tile (VFT) in offices 12" x 12" VFT in service area restroom
MISCELLANEOUS
Wall Joint Compound Acoustical Ceiling Tiles

Walls, ceilings, and floors were inspected to assess the presence of "hidden" areas and materials that could have been concealed by past renovations. Hidden or limited access spaces were considered behind walls or existing structures, or unsafe for entry/access. All bulk samples were recorded on a chain of custody (see **Appendix E**). Photographs were taken where possible at the time of sampling and included in **Appendix B**.

3.4.2 Laboratory

Samples were labeled according to homogenous material, provided a unique ID (see ACM Sample Log in **Appendix C**), and analyzed for asbestos content by Polarized Light Microscopy (PLM). The results are provided in percent (%) asbestos on laboratory reports. If the results are between trace and 10%, then the inspector can order that a more exacting quantitative method be completed for that sample. This method is called a Point-Count analysis. The Point-Count analysis is ordered particularly when the asbestos percentage is low, and it involves a Category II substance. The difference between no abatement action required (less than 1%) and costly abatement usually hinges on the Point-Count results.

The analytical laboratory used, Eurofins CEI, Inc., in Cary, North Carolina, is accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program. The laboratory analytical reports and the inspection chain of custody forms can be found in **Appendix E**.

3.5 Findings & Conclusions

Based on the results of the ACM survey, no samples were found to contain asbestos fibers. Therefore, ALL materials sampled were categorized as non-ACM.

SECTION 4: LEAD-BASED PAINT (LBP)

4.1 Definitions

Two different factors were used to evaluate for lead-based paint: OSHA and the EPA. OSHA and the EPA do not have quantitative definitions for lead based paint. As an alternative, the US Department of Housing and Urban Development (HUD) was considered. The HUD threshold stipulates that lead based paint is defined as surface coatings with lead equal to or greater than 1.0 mg/cm² or 0.5 percent by weight. The Alabama Department of Environmental Management (ADEM) has established as 5 parts per million (ppm) threshold (based on TCLP) to determine if paint containing lead should be classified as hazardous waste.

4.2 Inspection

4.2.1 Procedure

A visual inspection was performed of painted surfaces throughout the interior and exterior of the structures. Before collecting samples, distinct testing combinations were identified. A testing combination is made up of a room equivalent, a building component, and a substrate using in functional spaces listed in **Table 1**. Paint color is not included as part of a testing combination but may define Homogenous Material. Samples were collected of each testing combination identified using **Table 1** and **Table 4**. For the LBP survey, painted surfaces were assessed and grouped based on similar application of paint in each space.

Painted surfaces were primarily limited to the office spaces. This area appears painted with similar paint covering. Sampling was performed in such a way to collect samples to the substrate in order to obtain all layers of paint.

Table 4: List of Homogenous Paint & IDs for LBP Sampling

<u>Homogenous Suspected Materials</u>	<u>Substrate</u>
Tan Paint over Blue Paint	Sheetrock

A total of two (2) samples were collected from the office spaces in the building to determine some lead content by laboratory analysis. These samples were collected from painted surfaces where sufficient paint chip samples could be removed.

4.2.2 Laboratory

Paint chip samples were labeled according to homogenous material, provided a unique ID (see LBP Sample Log in **Appendix C**), and analyzed for Total Lead content by Atomic Absorption, Direct Aspiration (EPA Method 7420). TCLP by Inductively Coupled Plasma (ICP) Atomic Emission Spectrometry (EPA Method 1311, EPA Method 6020B) was not performed for this assessment.

The analytical laboratory used, Eurofins CEI, Inc. (Total Lead) in Cary, North Carolina, is accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program. The laboratory analytical reports in **Appendix D** and the inspection chain of custody forms in **Appendix E**.

4.3 Findings & Conclusions

Based on the results of this LBP survey, no paint samples were found to have elevated levels of lead as defined in **Section 4.1**. All paint sampled and not listed in **Table 5** were categorized as non-LBP.

SECTION 5: OTHER POTENTIALLY HAZARDOUS SUBSTANCES

Building components that may contain hazardous materials such as mercury, lead (except lead plumbing), pesticides, radioactive elements, chlorofluorocarbons (CFCs), and polychlorinated biphenyl (PCB) were inventoried as part of this survey. These items are often contained in electronics, lighting, and other devices or appliances commonly present in buildings.

Items also inventoried included materials that would be considered universal waste. Universal wastes are widely generated hazardous wastes for which the United States Environmental Protection Agency (EPA) has reduced regulatory requirements to encourage proper collection and recycling of these materials. The Universal Waste Rule is a modification of the Hazardous Waste Rules, enacted under the Resource Conservation and Recovery Act (RCRA), and are governed by Title 40 of the Code of Federal Regulations (CFR) in part 273. Items characterized as universal waste fall under four (4) general categories; batteries, pesticides, mercury-containing equipment, and lamps. Further description of each category including common examples of items considered universal wastes are as follows:

- **Batteries:** This includes discarded primary (non-rechargeable) and secondary (rechargeable) batteries that contain elements such as cadmium, lead, or mercury. Examples include nickel-cadmium, sealed lead-acid, mercury-oxide batteries.
- **Pesticides:** This includes agricultural pesticides that have been recalled or banned from use, obsolete, damaged, or are no longer needed due to changes in agricultural practices or other factors.
- **Mercury-Containing Equipment:** This category includes devices which contain elemental mercury that is integral to their function. Some examples include mercury-containing thermostats, thermometers, barometers, mercury switches, certain types of meters, regulators, and gauges.
- **Lamps:** The lamps category is slightly broader in that it includes lamps that are hazardous for any characteristic, not just for mercury. Fluorescent bulbs are the most common, but also can include high-intensity discharge (HID), neon, mercury vapor, high-pressure sodium, and metal halide lamps. This category does not include associated light fixture components such as ballasts. Hazardous waste lamps become subject to this rule if they are hazardous waste under 40 CFR 261, and when they are permanently removed from a fixture or determined to be discarded.

5.1 Polychlorinated Biphenyls (PCBs)

The property was generally observed for potential sources of PCBs. Suspect PCB-containing material would include equipment such as fluorescent or metal halide light ballasts, electrical motors and pumps, hydraulic equipment (elevator), electrical transformers, etc. Suspect PCB-containing material would include equipment such as fluorescent or metal halide light ballasts, electrical motors and pumps, hydraulic equipment (elevator), electrical transformers, etc.

The structure's actual construction date was unknown but was likely constructed after the USEPA's 1979 PCB regulations. The building was observed for possible PCB-containing equipment. The equipment observed was noted as fluorescent lighting fixtures throughout the building, a self-contained hydraulic tank on the service bay lift, and a pad mounted transformer on the north side of the building. Approximately 9 lighting fixtures were observed along the side wall of the service bay, as well as 1 fixture in the restroom between the service bay and wash bay. The service bay also has 8 similar fixtures along the wall. The office space contained approximately 17 fluorescent fixtures throughout the space. Fourteen (14) lighting fixtures were observed along the exterior of the building (metal halide/fluorescent) that may also contain PCB ballasts.

5.2 Chlorofluorocarbons (CFCs)

Suspect CFC-containing material would include equipment such as refrigeration machinery, air conditioning units, walk-in coolers, and freezers. The structures were observed for possible CFC containing equipment.

Such equipment was observed as an air conditioning unit located on the ground near the transformer.

5.3 Mercury

The structure was observed for possible mercury containing equipment. Most likely mercury sources would typically be from fluorescent light tube bulbs noted in **Section 5.1**. Approximately ninety-five (95) potential mercury containing bulbs were observed throughout the fixtures noted in **Section 5.1**, ranging up to 6 feet in length. Two (2) mercury containing thermostats were observed in the service bay and the storage area between the service and wash bays. Given the nature of the equipment, confirmation of mercury content is not feasible.

5.4 Radon

BECC reviewed EPA's "ALABAMA – EPA Map of Radon Zones". Based upon this review, radon concentrations in Jefferson County, Alabama, which is listed in EPA Zone 2, have predicted levels between 2 pCi/L and 4.0 pCi/L (action level established by the USEPA).

Radon testing in Jefferson County indicates radon levels are typically less than the EPA's Guidance Action Level of 4.0 pCi/L. Seventy-eight (78) homes tested exhibited an average measurement of 1.5 pCi/L of radon gas. Measurements as high as 10.3 pCi/L have occurred but are likely highly dependent on the specific location of the measurement. Eight (8) of the 78 homes tested measured greater than 4.0 pCi/L. The existing facility does not have below-grade spaces. Based on the radon measurements and property conditions, radon gases are not expected to significantly impact the Property.

5.5 Miscellaneous Hazardous Substances

The structure was generally observed for chemical storage and use, or other materials that may be considered hazardous. No such chemicals or storage were observed. During previous operations, oil tanks were stored on the west side of the building in a fenced area. These tanks have been removed. Based on information provided by the Owner, the concrete pad located at the southwest corner of the building was a former Underground Storage Tank (UST) that was removed and closed with ADEM. The surface was replaced with a concrete pad.

SECTION 6: FINDINGS

Suspect materials identified and sampled during the ACM assessment encountered no asbestos fibers. Therefore, ALL materials assessed were classified as non-ACM. No painted surfaces sampled during the assessment contained elevated lead concentrations.

The parking lot area of the Property was observed to have storage of various equipment, materials, and chemicals for Airport Operations. These items will be removed by the Airport Authority prior to demolition.

The radon levels for the building are expected to be between 2 pCi/L and 4.0 pCi/L based on reported levels in Jefferson County by the ADPH, below the action limit set forth by the USEPA.

In summary, no items identified during this assessment were found to have a significant impact at the Property. Appendix B contains a photograph log of some of the items inventoried and/or sampled. Photographs were taken by the assessor during the site visit.

SECTION 7: CONCLUSIONS & RECOMMENDATIONS

It is our understanding the building is planned for demolition. No hazardous materials were identified during this assessment; therefore, no abatement is recommended at this time. Of the machinery identified as part of the demolition scope, none were confirmed to contain hazardous materials/chemicals, but may require special handling. These items were noted as:

POTENTIAL PCBs

1. Pad-Mounted Transformer (potential PCBs) (1 ea.)
2. Fluorescent Light Fixtures (35 ea.)
3. Other Light Fixtures (metal halide, etc.) (14 ea.)
4. Exit Signs (3 ea.)

POTENTIAL MERCURY

9. Fluorescent Light Tubes (92 ea.)
10. Other Light Fixture Bulbs (14 ea.)
11. Exit Signs (3 ea.)
12. Thermostats (2 ea.)

All items that will be removed should be disposed of or recycled in accordance with applicable state and federal regulations.

SECTION 8: PROFESSIONAL SIGNATURES

CERTIFICATION: The Environmental Professional certifies and agrees that:

1. The Environmental Professional has no present or contemplated future interest in the property being inspected; and neither the employment to make the inspection, nor the compensation for it, is contingent upon the outcome of the inspection.
2. The Environmental Professional has no personal interest in or bias with respect to the subject matter of the inspection or the participants in connection with it. The findings of the Report are not based in whole or in part upon the race, color, or national origin of the past, current or prospective owners or occupants of the property inspected, or upon the race, color or national origin of the past, current and/or future owners or occupants of the properties in the vicinity of the property inspected.
3. The Environmental Professional has personally inspected the property. To the best of the Inspector's knowledge and belief, all statements and information in this report are true and correct, and the Environmental Professional has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This report has been made in general conformity with United States Environmental Protection Agency's (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations, Alabama Department of Environmental Management's (ADEM) regulations, and local regulations where applicable.
6. All conclusions and opinions concerning the property being assessed that are set forth in the Inspection Report were prepared by the Environmental Professional whose signature appears on the report. No change of any item in the Inspection Report shall be made by anyone other than the Environmental Professional, and the Environmental Professional shall have no responsibility for any unauthorized change.

The Asbestos Building Inspection and Lead-Based Paint Survey described herein was conducted by Mr. Jeremy Mitchell, certified Asbestos Inspector and Asbestos Abatement Project Designer, of BECC. BECC's work consisted solely of the activities described in the original report and is subject to the Limitations, Terms & Conditions constraints provided therein.

A handwritten signature in black ink, appearing to read 'Jeremy Mitchell', is written over a light gray circular background.

Jeremy Mitchell, P.E. (AL 29168)

Alabama SafeState Certified Asbestos Inspector (AIN0322556012)

Expiration Date 3/4/2026

SECTION 9: HAZARD ASSESSMENT FACTORS

9.1 Asbestos-Containing Materials (ACM)

Friability is a hazard assessment classification used each time suspect ACM was sampled. The term friable means that the material can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Materials classified as non-friable may be reclassified as friable if the material is damaged. Friable ACM has been determined by the EPA and OSHA (termed intact and non-intact) to be more "Hazardous" than non-friable ACM, because friable ACM can be made airborne more readily than non-friable ACM. In assessing the fiber release potential, only current conditions of all ACM identified were noted.

Only materials made accessible within each building or structure was evaluated. Materials that were hidden and/or not accessible were not evaluated as part of this survey. If materials suspected of containing asbestos are found that were not accessible during this survey, they should be analyzed for asbestos content. Materials visibly identified as non-asbestos (fiberglass, foam rubber, wood, etc.) were not sampled.

9.2 Lead-Based Paint (LBP)

Two different factors were used to evaluate for lead-based paint: OSHA and the EPA. OSHA and the EPA do not have quantitative definitions for lead-based paint. As an alternative, the US Department of Housing and Urban Development (HUD) was considered. The HUD threshold stipulates that lead based paint is defined as surface coatings with lead equal to or greater than 1.0 mg/cm² or 0.5 percent by weight. HUD also publishes a document about lead evaluation and control, titled "Guidelines for the Evaluation and Control of lead-Based Paint Hazards in Housing" found at https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines. Chapter 13 of this documents describes proper encapsulation methods for abatement by encapsulation.

Should lead-containing materials be identified, the Environmental Protection Agency (EPA) rules require that lead-based paint material be classified as hazardous if the Toxicity Characteristic Leaching Procedure (TCLP) reads more than 5 parts per million in lead. Building material debris generally passes the TCLP and therefore is usually not considered hazardous.

The OSHA Lead in Construction Standard (OSHA - 1926.62) stipulates that a lead-based paint survey be performed on any suspect materials prior to renovation/demolition. All of OSHA rules pertaining to lead-based paint deal with worker exposure levels or the concentration of lead in the air. An Action Level of 30 µg/m³ (micrograms of airborne lead dust per cubic meter of air in an 8-hour period) will trigger periodic exposure monitoring, biological monitoring and training during the course of the renovation/demolition work. If an Exposure Limit of 50 µg/m³ is reached then work practice controls, respiratory protection, protective clothing, hygiene facilities and signs may be required.

9.3 Other Potentially Hazardous Substances

The interior of the building was assessed for potential environmental hazards or pollutants as part of the inspection. Such pollutants or hazards may be contained in standard building supplies or materials, operation processes or storage areas, as well as part of machinery or equipment located on the premises. Hazards can also be found in, but are not limited to, such common building components as thermostats, fluorescent light fixtures, water heaters, heat pumps or AC units, large machinery containing oils or lubricants (i.e. metal presses), etc.

Many potentially hazardous substances common in building equipment and materials are not always dangerous while the material or equipment it is associated with is properly maintained. However, during demolition or renovation these substances can or may be harmful to workers or occupants of the building(s). Many substance encountered during these type of assessments have proper disposal procedures such as fluorescent light bulbs and oil or petroleum products. Each product should be disposed of appropriately and by an authorized and experienced professional of the associated trade.

9.3.1 Polychlorinated Biphenyls (PCB's)

According to the Environmental Protection Agency, "ballasts manufactured through 1979 may contain PCBs. Ballasts manufactured between 1979 and 1998 that do not contain PCBs should be labeled "**No PCBs**." If a ballast is not labeled "**No PCBs**," it is best to assume it contains PCB's." For additional info go to <http://www.epa.gov/osw/hazard/tsd/pcbs/pubs/ballasts.htm>.

9.3.2 Chlorofluorocarbons (CFCs)

CFCs are colorless, volatile, toxic liquids and gases with a faintly sweet ethereal odor. Overexposure at concentrations of 11% or more may cause dizziness, loss of concentration, central nervous system depression and/or cardiac arrhythmia. Vapors displace air and can cause asphyxiation in confined spaces. Although non-flammable, their combustion products include hydrofluoric acid, and related species.

9.3.3 Mercury

Suspect mercury vapor-containing material/equipment would include equipment such as fluorescent lights, mercury vapor, high-intensity discharge and other lamps, as well as liquid mercury-containing material/equipment such as switches, thermostats, and other temperature control and HVAC devices. These devices may contain mercury levels which may be harmful to ingestion or inhalation during renovation/demolition.

9.3.4 Radon


Radon is a naturally occurring colorless, odorless gas that is a by-product of the decay of radioactive materials potentially present in bedrock and soil. Radon gas may enter the lowest level of a building through floor cracks, structural joints, or plumbing conduits. The concentration of radon gas in a building depends on subsurface soil conditions, the integrity of the building's foundation, and the building's ventilation system. The potential adverse health effects associated with radon gas depend on various factors, such as the concentration of the gas and duration of exposure. The EPA guidance action level for residential exposure to radon is 4.0 picocuries per liter (pCi/L) of air. The guidance action level is not a regulatory requirement for private owners of real property but is commonly used for comparison purposes to suggest whether further action at a building may be prudent.

9.3.5 Miscellaneous Hazardous Substances


Chemical storage areas can provide toxic exposure to maintenance staff or any personnel that may come in contact with the substances. Due to varying substances and exposure pathways at each location, harmful exposures are difficult to assess in general conditions. However, storage of potentially harmful substances should be stored in accordance with standard industrial good practices, and cleanly maintained in a secure location. All chemicals stored at a location should have a Safety Data Sheet (SDS) on file with the appropriate staff and available for review of all employees.

SECTION 10: CLOSING

We appreciate the opportunity to work with you on this project. If you have any questions or we may be of further services to you, please call us.

A handwritten signature in black ink, appearing to read "Jeremy Mitchell".

Jeremy Mitchell, P.E.
Environmental Services Director

A handwritten signature in black ink, appearing to read "Martin T. Burford".

Martin T. Burford
President

APPENDIX A

(Sampling Plans)



FORMER DOLLAR RENT-A-CAR at BHM

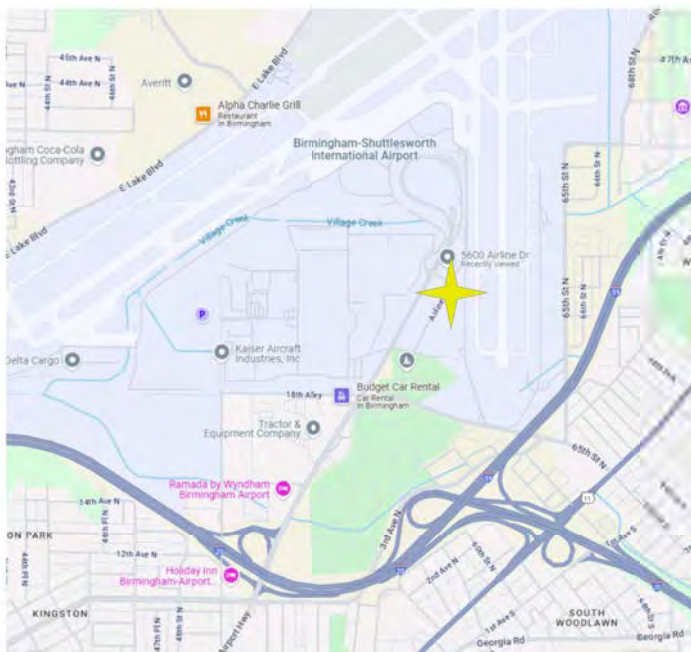
BECC PROJECT NO.: 325049

LOCATION

LOCATION: 5600 Airline Dr.
Birmingham, AL

COORDINATES:
33.557414 N, -86.749895 W

HAZARDOUS MATERIAL ASSESSMENT



GENERAL NOTES

- 1> Roof was metal decking with no covering.
- 2> Exterior of building was metal and CMU.
- 3> Windows were pre-fabricated metal inset frames.
- 4> Transformer located on north of the building on concrete pad.
- 5> AC unit located next to the transformer.
- 6> A concrete pad (seen in above photo) was over a former UST that was removed.
- 7> Office space was generally VFT with carpet on concrete in the 2 offices, and sheetrock walls with drop-down acoustical ceiling system.
- 8> No ACM was identified from samples retrieved.
- 9> No LBP was identified from samples retrieved.



SHEET: 1 of 5

BECC

SCALE:
NTS

DATE:
6/18/2025

DRAWN BY:
Jeremy Mitchell



**FORMER DOLLAR
RENT-A-CAR at
BHM**

BECC PROJECT NO.: 325049

**PROPERTY
BOUNDARIES**

LOCATION: 5600 Airline Dr.
Birmingham, AL

COORDINATES:
33.557414 N, -86.749895 W

**HAZARDOUS
MATERIAL
ASSESSMENT**



SHEET: 2 of 5

BECC

SCALE:
1" = 55'

DATE:
6/18/2025

DRAWN BY:
Jeremy Mitchell

**FORMER DOLLAR
RENT-A-CAR at
BHM**

BECC PROJECT NO.: 325049

PROPERTY DETAILS

LOCATION: 5600 Airline Dr.
Birmingham, AL

COORDINATES:
33.557414 N, -86.749895 W

**HAZARDOUS
MATERIAL
ASSESSMENT**



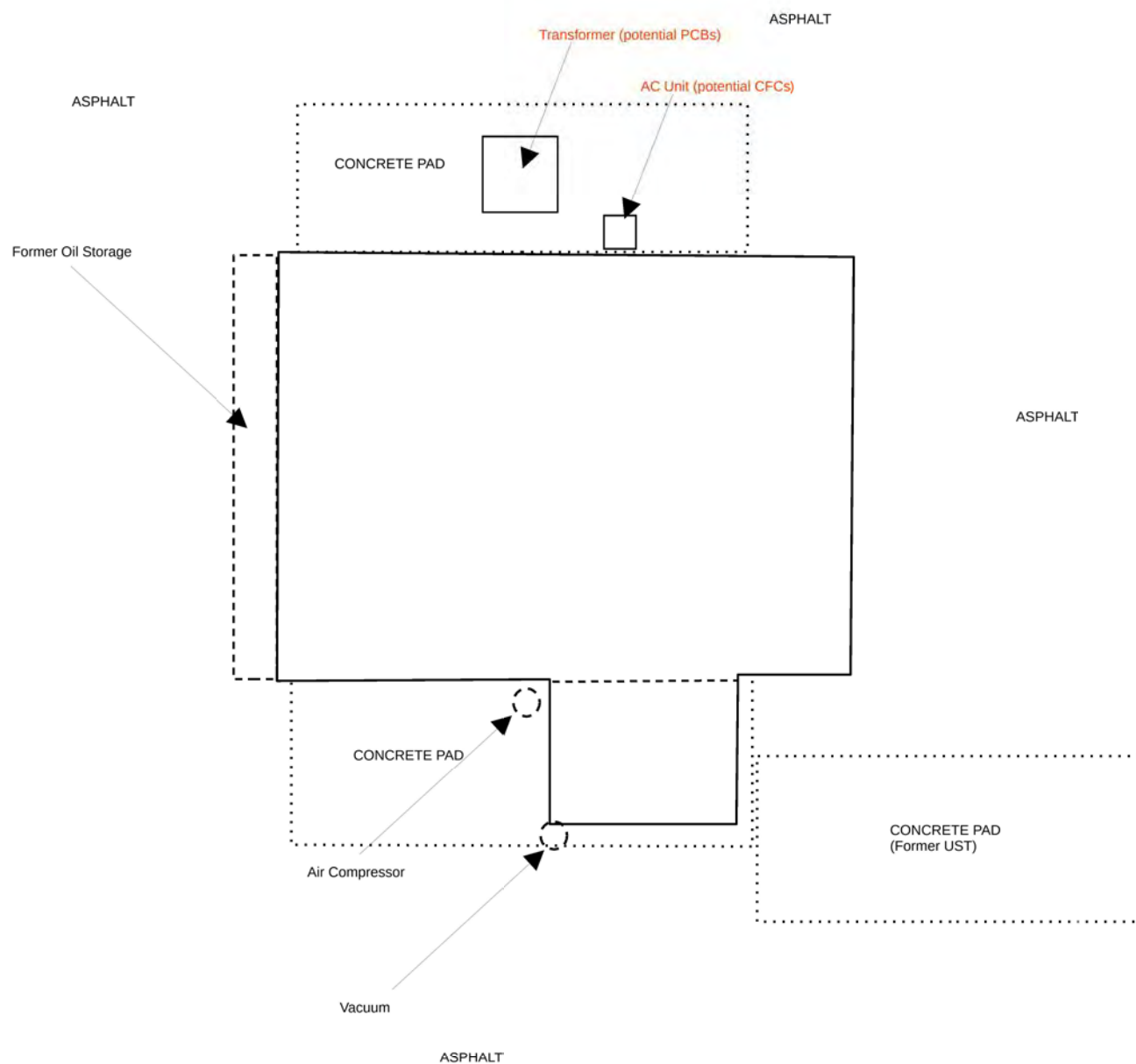
SHEET: 3 of 5



SCALE:
1" = 20'

DATE:
6/18/2025

DRAWN BY:
Jeremy Mitchell



FORMER DOLLAR RENT-A-CAR at BHM

BECC PROJECT NO.: 325049

ASSESSMENT & SAMPLING MAP

LOCATION: 5600 Airline Dr.
Birmingham, AL

COORDINATES:
33.557414 N, -86.749895 W

HAZARDOUS MATERIAL ASSESSMENT



SHEET: 4 of 5

BECC

SCALE:
1" = 10'

DATE:
6/18/2025

DRAWN BY:
Jeremy Mitchell

LEGEND

- ACM SAMPLE LOCATION
- ★ POSITIVE ACM SAMPLE LOCATION
- LBP SAMPLE LOCATION



ALABAMA - EPA Map of Radon Zones

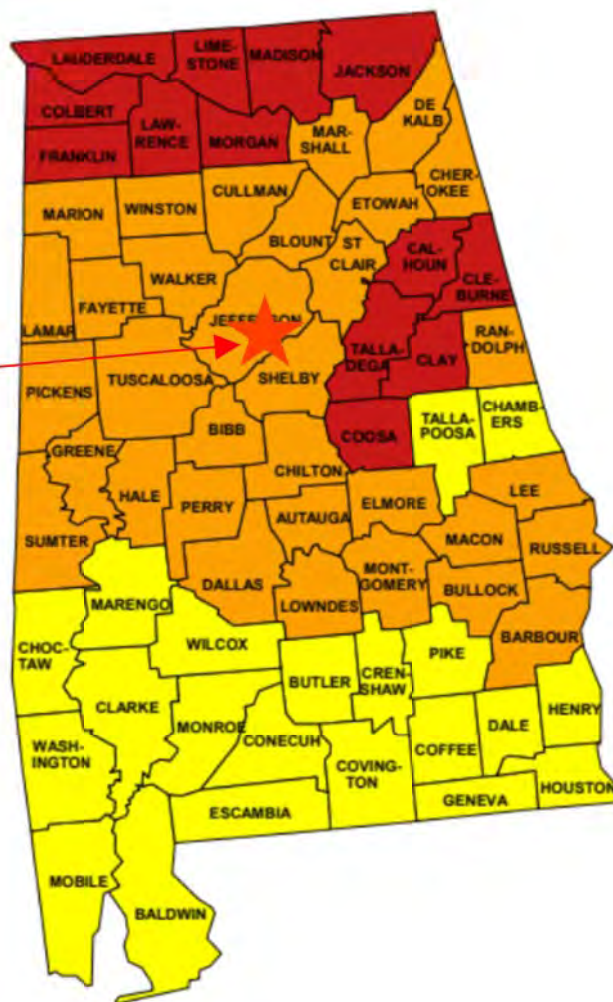
<http://www.epa.gov/radon/zonemap.html>

The purpose of this map is to assist National, State and local organizations to target their resources and to implement radon-resistant building codes.

This map is not intended to determine if a home in a given zone should be tested for radon. Homes with elevated levels of radon have been found in all three zones.

All homes should be tested, regardless of zone designation.

PROJECT LOCATION
Jefferson County



IMPORTANT: Consult the publication entitled "Preliminary Geologic Radon Potential Assessment of Alabama" (USGS Open-file Report 93-292-D) before using this map. <http://energy.cr.usgs.gov/radon/grpinfo.html> This document contains information on radon potential variations within counties. EPA also recommends that this map be supplemented with any available local data in order to further understand and predict the radon potential of a specific area.



Zone 1



Zone 2



Zone 3

**FORMER DOLLAR
RENT-A-CAR at
BHM**

BECC PROJECT NO.: 325049

RADON MAP

LOCATION: 5600 Airline Dr.
Birmingham, AL

COORDINATES:
33.557414 N, -86.749895 W

HAZARDOUS MATERIAL ASSESSMENT



SHEET: 5 of 5

BECC

SCALE:
NTS

DATE:
6/18/2025

DRAWN BY:
Jeremy Mitchell

APPENDIX B

(Photographic Log)



1> Transformer on north side of building



2> Service bay with lift in view



3> AC unit on north side of building next to transformer



4> Former oil storage adjacent to service bay, west side



5> Hydraulic tank on lift in service bay



6> Wash ba with wash rack remaining



7> Hydraulic lift in service bay



8> Mercury-containing thermostat in service bay



9> Service area restroom



10> Storage between wash and service bays



11> Storage area next to service restroom



12> Inlet drain in wash rack area



13> Mercury-containing thermostat in storage area between wash and service bays



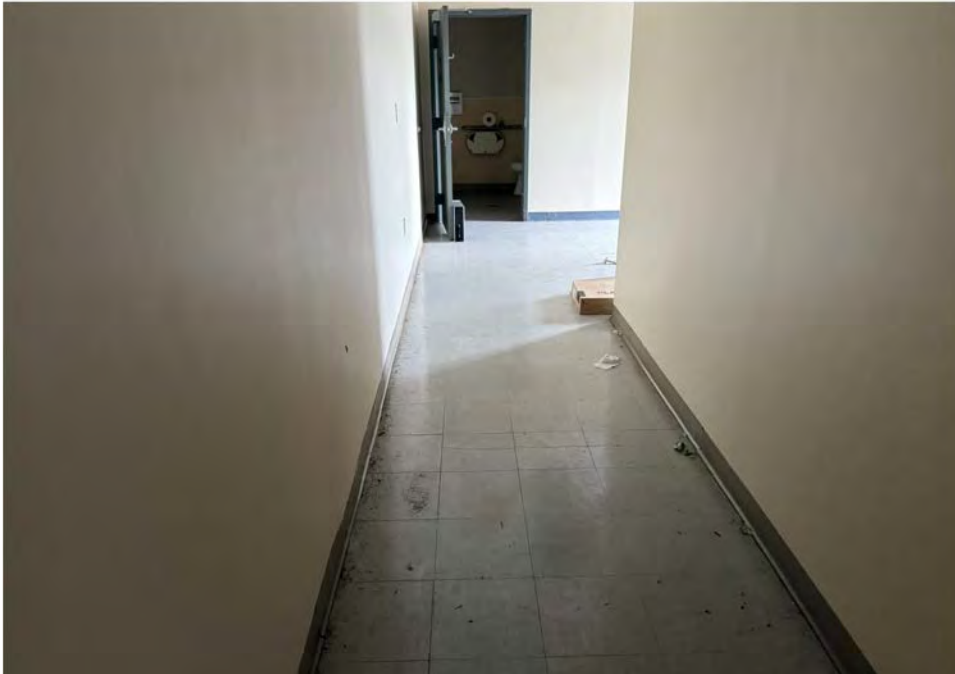
14> Lighting fixtures in service bay



15> Wash sink in storage area between wash and service bays



16> Lighting fixtures in wash bay



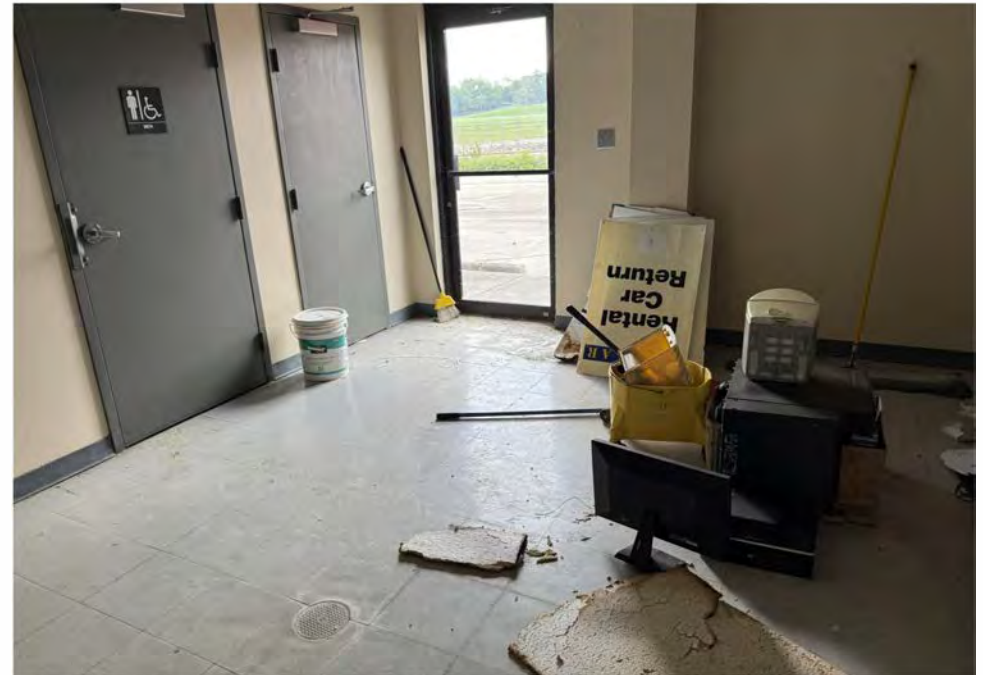
17> Office hallway



18> Typical restroom in office space



19> Ceiling area of wash bay lean-to



20> Office hallway



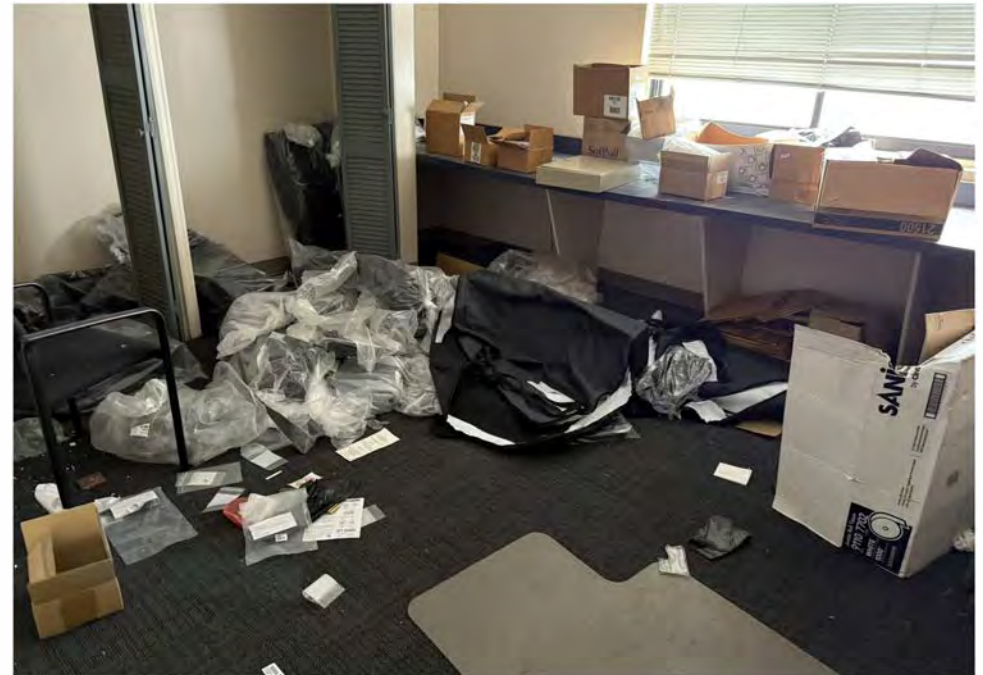
21> Ceiling tiles in office hallway



22> Ceiling tiles in office 1



23> Ceiling in office hallway



24> Office 1



25> Ceiling in office 2



26> Looking south across pavement to SW corner



27> Ceiling in office hallway



28> East side gate and entrance



29> Looking north along Airline Drive boundary



30> Air compressor at wash bay door



31> View of building



32> Looking west along north side of building



33> Vacuum at wash bay exit



34> Looking south along east side of building



35> Vacuum at wash bay exit (joint sealer storage in drums)



36> Looking at north side of building



37> Metal roof



38> Metal roof



39> Looking west along south side of building



40> Metal roof

APPENDIX C

*(Homogenous Sample Logs &
Materials List)*

ACM Sample Log

FIELD ID	MAP SHEET ID	FLOOR	SAMPLE DESCRIPTION	LOCATION	EST. QUANTITY	CONDITION	*RESULTS
FT-1	1	1	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	N/A	UD	ND
FT-2	2	1	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	N/A	UD	ND
FT-3	3	1	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	N/A	UD	ND
FT-4	4	1	Brown vinyl floor tile + mastic, 12x12	Service Area Restroom	N/A	D	ND
FT-5	5	1	Brown vinyl floor tile + mastic, 12x12	Service Area Restroom	N/A	D	ND
WJ-1	6	1	Wall Joint Compound	Office Hallway	N/A	UD	ND
WJ-2	7	1	Wall Joint Compound	Office Hallway	N/A	UD	ND
WJ-3	8	1	Wall Joint Compound	Office Hallway	N/A	UD	ND
CT-1	9	1	Acoustical Ceiling Tile, White Pattern	Office Hallway	N/A	D	ND
CT-2	10	1	Acoustical Ceiling Tile, White Pattern	Office Hallway	N/A	D	ND
I-1	11	1	Building Insulation w/ flashing	Service Area Restroom Entrance	N/A	UD	ND
I-2	12	1	Building Insulation w/ flashing	Service Bay	N/A	UD	ND

EA = each SF = square feet LF = linear feet ND = none detected UD = undamaged D = damaged SD = significantly damaged

* See "ACM List & Quantities" sheet for additional information on identified ACM.



Former Dollar Rent-A-Car

Hazardous Material Assessment

BECC Project #325049

LBP Sample Log

FIELD ID	MAP SHEET	FLOOR	ROOM/LOCATION	CONDITION	COLOR	SUBSTRATE	CONCENTRATION (%Pb by Wt.)
L-1	6	1	Office Hallway	UD	Tan/Blue	Sheetrock	<0.0044
L-2	7	1	Office Hallway	UD	Tan/Blue	Sheetrock	<0.0041

BRL = below reportable limit

UD = undamaged

D = damaged

SD = significantly damaged

Other Suspected or Known Hazardous Material Inventory

Location Description	Equipment/Material	Potential or Known Hazardous Material	Quantity^
Offices	Fluorescent light ballasts (4ft)	PCBs	17 ea
	Lighted exit signs	Batteries, mercury	3 ea
	Fluorescent tube bulbs (4ft)	Mercury	57 ea
Wash Bay	Fluorescent light ballasts (6ft)	PCBs	8 ea
	Fluorescent tube bulbs (6ft)	Mercury	16 ea
Service Bay	Fluorescent light ballasts (6ft)	PCBs	9 ea
	Fluorescent light ballasts (4ft in restroom)	PCBs	1 ea
	Fluorescent tube bulbs (6ft)	Mercury	18 ea
	Fluorescent tube bulbs (4ft in restroom)	Mercury	4 ea
	Hydraulic Reservoir (Fluid)	PCBs	1 ea
	Thermostats (1 in storage area)	Mercury	2 ea
Exterior	Transformer	PCBs	1 ea
	AC Unit	CFCs	1 ea
	Metal Halide Lights	Mercury	14 ea

APPENDIX D

(Laboratory Reports)

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

BECC 32299

CLIENT PROJECT:	Former Dollar Rental Car-BHM
LAB CODE:	667532-1
TEST METHOD:	EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763
REPORT DATE:	06/23/25

Project: Former Dollar Rental Car-BHM

Lab Code: 667532-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
FT-1	3481232		Gray/blue floor tile	None Detected
FT-1 (2)	3484557		Yellow mastic	None Detected
FT-2	3481233		Gray/blue floor tile	None Detected
FT-2 (2)	3484558		Yellow mastic	None Detected
FT-3	3481234		Gray/blue floor tile	None Detected
FT-3 (2)	3484559		Yellow mastic	None Detected
FT-4	3481235		Brown floor tile	None Detected
FT-4 (2)	3484560		Yellow mastic	None Detected
FT-5	3481236		Brown floor tile	None Detected
FT-5 (2)	3484561		Yellow mastic	None Detected
WJ-1	3481237		Tan/white joint compound	None Detected
WJ-2	3481238		Tan/white joint compound	None Detected
WJ-3	3481239		Tan/white joint compound	None Detected
CT-1	3481240		White/tan ceiling tile	None Detected
CT-2	3481241		White/tan ceiling tile	None Detected
I-1	3481242	Layer A	Silver flashing	None Detected
		Layer B	Yellow insulation	None Detected
I-2	3481243	Layer A	Silver flashing	None Detected
		Layer B	Yellow insulation	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: BECC 32299
360 Industrial Ln
Birmingham, AL 35211

Lab Code: 667532-1
Date Received: 06/20/25
Date Analyzed: 06/23/25
Date Reported: 06/23/25

Project: Former Dollar Rental Car-BHM

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS		ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous	%
FT-1 3481232	Floor Tile	Homogeneous Gray/blue Non-Fibrous Bound	100%	Vinyl	None Detected
FT-1 (2) 3484557	Mastic	Homogeneous Yellow Non-Fibrous Bound	100%	Mastic	None Detected
FT-2 3481233	Floor Tile	Homogeneous Gray/blue Non-Fibrous Bound	100%	Vinyl	None Detected
FT-2 (2) 3484558	Mastic	Homogeneous Yellow Non-Fibrous Bound	100%	Mastic	None Detected
FT-3 3481234	Floor Tile	Homogeneous Gray/blue Non-Fibrous Bound	100%	Vinyl	None Detected
FT-3 (2) 3484559	Mastic	Homogeneous Yellow Non-Fibrous Bound	100%	Mastic	None Detected
FT-4 3481235	Floor Tile	Homogeneous Brown Non-Fibrous Bound	100%	Vinyl	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: BECC 32299
360 Industrial Ln
Birmingham, AL 35211

Lab Code: 667532-1
Date Received: 06/20/25
Date Analyzed: 06/23/25
Date Reported: 06/23/25

Project: Former Dollar Rental Car-BHM

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS			ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous		%
FT-4 (2) 3484560	Mastic	Homogeneous Yellow Non-Fibrous Bound	100%	Mastic	None Detected	
FT-5 3481236	Floor Tile	Homogeneous Brown Non-Fibrous Bound	100%	Vinyl	None Detected	
FT-5 (2) 3484561	Mastic	Homogeneous Yellow Non-Fibrous Bound	100%	Mastic	None Detected	
WJ-1 3481237	Joint Compound	Heterogeneous Tan/white Non-Fibrous Bound	60% 35% 5%	Binder Calc Carb Paint	None Detected	
WJ-2 3481238	Joint Compound	Heterogeneous Tan/white Non-Fibrous Bound	60% 35% 5%	Binder Calc Carb Paint	None Detected	
WJ-3 3481239	Joint Compound	Heterogeneous Tan/white Non-Fibrous Bound	60% 35% 5%	Binder Calc Carb Paint	None Detected	
CT-1 3481240	Ceiling Tile	Heterogeneous White/tan Fibrous Loosely Bound	60% 20%	Cellulose Glass	15% 5%	Perlite Paint None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: BECC 32299
360 Industrial Ln
Birmingham, AL 35211

Lab Code: 667532-1
Date Received: 06/20/25
Date Analyzed: 06/23/25
Date Reported: 06/23/25

Project: Former Dollar Rental Car-BHM

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
CT-2 3481241	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White/tan	20%	Glass	5%	Paint	
		Fibrous					
		Loosely Bound					
I-1 Layer A 3481242	Flashing	Heterogeneous	85%	Cellulose	5%	Foil	None Detected
		Silver	10%	Glass			
		Fibrous					
		Bound					
Layer B 3481242	Insulation	Homogeneous	100%	Glass			None Detected
		Yellow					
		Fibrous					
		Loosely Bound					
I-2 Layer A 3481243	Flashing	Heterogeneous	85%	Cellulose	5%	Foil	None Detected
		Silver	10%	Glass			
		Fibrous					
		Bound					
Layer B 3481243	Insulation	Homogeneous	100%	Glass			None Detected
		Yellow					
		Fibrous					
		Loosely Bound					

LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763**REPORTING LIMIT:** 1% by calibrated visual estimation**REGULATORY LIMIT:** 1%

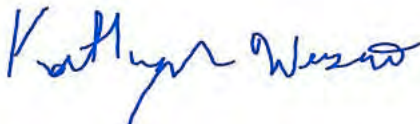
Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

Eurofins Built Environment Testing East, LLC makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins Built Environment Testing East, LLC. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.



Khrista Petry
Analyst

DATA QA:

Kathryn Wescott
6/23/2025

APPROVED BY:

Tianbao Bai, Ph.D., CIH
Laboratory Director

June 24, 2025

Jeremy Mitchell
BECC, Inc.
360 Industrial Ln
Birmingham, AL 35211

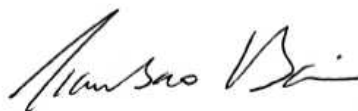
CLIENT PROJECT: Former Dollar Rental Car-BHM
LAB CODE: 667568-1

Dear Jeremy,

Enclosed are lead analysis results for chemistry samples received at our laboratory on June 20, 2025. The samples were analyzed for lead using flame atomic absorption spectrophotometry.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

AIHA LAP 103025



7469 Whitepine Rd
North Chesterfield, VA 23237
Telephone: 800.347.4010

Lead Paint Chip Analysis Report

Report Number: 25-06-04319

Client: Eurofins Built Environment Testing East
730 S.E. Maynard Road
Cary, NC 27511

Received Date: 06/23/2025
Analyzed Date: 06/23/2025
Reported Date: 06/23/2025

Project/Test Address: 667568

Collection Date: 06/20/2025

Client Number:

34-1445

Fax Number:

919-481-1442

Laboratory Results

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
25-06-04319-001	L-1	L-1	<44	<0.0044	
25-06-04319-002	L-2	L-2	<41	<0.0041	

Preparation Method: ASTM E-1979-17

Analysis Method: EPA SW846 7000B

Reviewed By Authorized Signatory:

Melissa Kanode
QA/QC Clerk

The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm³ are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accreditation through AIHA LAP, LLC (100420), NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

APPENDIX E

(Chains of Custody)



Built Environment Testing


RES Job #: 667532

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: BECC 32299	Company: BECC 32299	Contact: Jeremy Mitchell	-1 PLM Priority 48
Address: 360 Industrial Ln	Address: 360 Industrial Ln	Phone: (205) 941-1119	
Birmingham, AL 35211	Birmingham, AL 35211	Fax:	
Project Number and/or P.O. #: Q1-25062	Project Zip Code:	Cell:	
Project Description/Location: Former Dollar Rental Car-BHM		Final Data Deliverable Email Address: jmitchell@beccinc.com	

ASBESTOS LABORATORY					REQUESTED ANALYSIS							VALID MATRIX CODES					LAB NOTES			
PLM / PCM / TEM DTL RUSH PRIORITY STANDARD					PLM - PLM Short Report (EPA/600/R-93/116)	TEM	PCM	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD		Air = A Bulk = B					
															Dust = D Food = F					
CHEMISTRY LABORATORY															Paint = P Soil = S					
Dust RUSH PRIORITY STANDARD															Surface = SU Swab = SW					
Metals RUSH PRIORITY STANDARD															Tape = T Wipe = W					
															Drinking Water = DW					
															Waste Water = WW					
Organics*															**ASTM E1792 approved wipe media only**					
MICROBIOLOGY LABORATORY																				
Viable Analysis** PRIORITY STANDARD																				
Medical Device Analysis RUSH STANDARD																				
Mold Analysis RUSH PRIORITY STANDARD																				
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																				
Special Instructions:																				
Client Sample ID Number (Sample ID's must be unique)					ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area) (Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm	Laboratory Analysis Instructions				
1 FT-1					X							B								
2 FT-2					X							B								
3 FT-3					X							B								
4 FT-4					X							B								
5 FT-5					X							B								
6 WJ-1					X							B								
7 WJ-2					X							B								
8 WJ-3					X							B								
9 CT-1					X							B								
10 CT-2					X							B								
11 I-1					X							B								
12 I-2					X							B								

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time: 06/20/2025 14:55:14	Sample Condition: Acceptable
Received By:  William Ivey	Date/Time: 06/20/2025 14:55:14	Carrier: Fed-Ex



CEI

730 SE Maynard Road, Cary, NC 27511

Tel: 866-481-1412; Fax: 919-481-1442

CHAIN OF CUSTODY

LAB USE ONLY:

CEI Lab Code:

667532

CEI Lab I.D. Range:

COMPANY INFORMATION		PROJECT INFORMATION	
CEI CLIENT #:		Job Contact: Jeremy Mitchell	
Company: BECC, Inc.		Email / Tel: jmitchell@beccinc.com / 205-283-7302	
Address: 360 Industrial Lane		Project Name: Former Dollar Rental Car-BHM	
Birmingham, AL 35211		Project ID#:	
Email: lkmorrison@beccinc.com		PO #: Q1-25062	
Tel: 205-941-1119 Fax: 205-941-1198		STATE SAMPLES COLLECTED IN: AL	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS / SPECIAL INSTRUCTIONS:

CS

Accept Samples

6/20/25

☐

Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
J. MITCHELL	6/18/25 16:00	WMM	6-20-25 10:05

Samples will be disposed of 30 days after analysis

8186 3783 5817



COMPANY CONTACT INFORMATION	
Company: BECC, Inc.	Job Contact: Jeremy Mitchell
Project Name: Former Dollar Rental Car-BHM	jmittchell@beccinc.com
Project ID #: Q1-25062	Tel: 205-283-7302

[illegible]

ACM Sample Log

FIELD ID	SAMPLE DESCRIPTION	LOCATION	CONDITION
FT-1	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	UD
FT-2	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	UD
FT-3	Gray/Blue vinyl floor tile + mastic, 12x12	Office Hallway	UD
FT-4	Brown vinyl floor tile + mastic, 12x12	Service Area Restroom	D
FT-5	Brown vinyl floor tile + mastic, 12x12	Service Area Restroom	D
WJ-1	Wall Joint Compound	Office Hallway	UD
WJ-2	Wall Joint Compound	Office Hallway	UD
WJ-3	Wall Joint Compound	Office Hallway	UD
CT-1	Acoustical Ceiling Tile, White Pattern	Office Hallway	D
CT-2	Acoustical Ceiling Tile, White Pattern	Office Hallway	D
I-1	Building Insulation w/ flashing	Service Area Restroom Entrance	UD *
I-2	Building Insulation w/ flashing	Service Bay	UD

Lead Chain of Custody Form

Page 1 of 1

LIFE SIZE ONLY - BELOW 140 LBS.

RESULTS VIA CLIENT PORTAL AVAILABLE @ www.leadlab.com

Due Date:
06/24/2025
(Tuesday)
AE 3:00PM



Built Environment Testing


RES Job #: 667568

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: BECC 32299	Company: BECC 32299	Contact: L Morrison	-1 Chem Priority 48
Address: 360 Industrial Ln	Address: 360 Industrial Ln	Phone: (205) 941-1119	
Birmingham, AL 35211	Birmingham, AL 35211	Fax:	
Project Number and/or P.O. #: Q1-25062	Project Zip Code:	Cell:	
Project Description/Location: Former Dollar Rental Car-BHM		Final Data Deliverable Email Address: lkmorrison@beccinc.com (+ 1 ADDNL. CONTACTS)	

ASBESTOS LABORATORY	REQUESTED ANALYSIS						VALID MATRIX CODES				LAB NOTES
PLM / PCM / TEM DTL RUSH PRIORITY STANDARD							Air = A		Bulk = B		
							Dust = D		Food = F		
CHEMISTRY LABORATORY							Paint = P		Soil = S		
Dust RUSH PRIORITY STANDARD							Surface = SU		Swab = SW		
Metals RUSH PRIORITY STANDARD *PRIOR NOTICE REQUIRED FOR SAME DAY TAT							Tape = T		Wipe = W		
Organics* SAME DAY RUSH PRIORITY STANDARD							Drinking Water = DW				
MICROBIOLOGY LABORATORY							Waste Water = WW				
Viable Analysis** PRIORITY STANDARD **TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH							**ASTM E1792 approved wipe media only**				
Medical Device Analysis RUSH STANDARD											
Mold Analysis RUSH PRIORITY STANDARD											
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.											
Special Instructions: AL	PLM	TEM	PCM	DUST	METALS - Analyte(s) Pb Lead by Flame AA (USEPA SW846)	ORGANICS	VIBLES				
Client Sample ID Number (Sample ID's must be unique)	ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO	Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area) (Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm
1 L-1		X						P			
2 L-2		X						P			

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time: 06/20/2025 15:56:10	Sample Condition: Acceptable
Received By: 	Carlos Romero Date/Time: 06/20/2025 15:56:10	Carrier: Fed-Ex



CEI

CHAIN OF CUSTODY

2

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

CEI Lab Code:

667568

CEI Lab I.D. Range:

COMPANY INFORMATION		PROJECT INFORMATION	
CEI CLIENT #:		Job Contact: Jeremy Mitchell	
Company: BECC, Inc.		Email / Tel: jmitchell@beccinc.com / 205-283-7302	
Address: 360 Industrial Lane		Project Name: Former Dollar Rental Car-BHM	
Birmingham, AL 35211		Project ID#	
Email: lkmorrison@beccinc.com		PO #: Q1-25062	
Tel: 205-941-1119 Fax: 205-941-1198		STATE SAMPLES COLLECTED IN: AL	

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

Analyte	METHOD	TURN AROUND TIME					
		4 HR**	8 HR**	1 DAY**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000B				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD WIPE	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SOIL	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD AIR	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 METALS	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TAT IS NOT AVAILABLE. LEAD SAMPLES ARE SUBCONTRACTED FOR ANALYSIS TO AN ELLAP ACCREDITED LAB.

REMARKS:

☒ Accept Samples
☐ Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
J. MITCHELL	6/18/25 16:00	Jm	6-20-25 10:05

Samples will be disposed of 30 days after analysis

8186 3783 5817

VERSION PbCOC.0118.1/2.LD
Metals COC Page 1 of 3



CEI

SAMPLING FORM

COMPANY CONTACT INFORMATION

Company:	BECC, Inc.	Job Contact:	Jeremy Mitchell
Project Name:	Former Dollar Rental Car-BHM		jtmitchell@beccinc.com
Project ID #:	Q1-25062	Tel:	205-283-7302

[illegible]

LBP Sample Log

FIELD ID	ROOM/LOCATION	CONDITION	COLOR	SUBSTRATE
L-1	Office Hallway	UD	Tan/Blue	Sheetrock
L-2	Office Hallway	UD	Tan/Blue	Sheetrock

BRL = below reportable limit UD = undamaged D = damaged SD = significantly damaged

APPENDIX F

(Inspector Credentials)

Jeremy Mitchell, P.E. Technical Services Division Manager / Environmental Services Director

PROFILE

Mr. Mitchell performs a broad range of tasks for BECC including construction material testing, environmental studies, contamination and waste management, collecting field specimens for geotechnical and environmental studies, performing laboratory tests, geotechnical and foundation design recommendations, special inspections, and pavement mix and buildup designs. He provides engineering consultation for CMT projects as well as oversight and management of our testing laboratory, which includes maintaining certifications and accreditations such as AMRL, CCRL, AASHTO, as well as personnel training and qualifications for NICET, IBC, and ACI. Mr. Mitchell also serves as Radiation Safety Officer for BECC's nuclear density gauge program.

Before joining BECC, Mr. Mitchell worked through his electrical background to geotechnical and environmental through previous work with Alabama Power Company's construction division, estimating and designing repairs and new construction of distribution systems. He has continued his education through a Master's degree focused on engineering business and specification development. After obtaining his Professional Engineering License in geotechnical engineering in 2007, Mr. Mitchell has furthered his knowledge with continuing education in topics such as foundations, soils, retaining walls, engineering forensics, asphalt and concrete pavement design, environmental assessments, remediation of contaminated sites, and soil vapor.

In particular, Mr. Mitchell has focused on environmental assessments for various projects for the last 8 years. These projects range from Phase I ESAs and NEPA Environmental Assessments to site specific sampling and waste remediation management. He conducts general hazardous material assessments as part of his Phase I ESAs and has also performed many Asbestos and Lead Surveys as the lead inspector. Other experiences also include abatement design, including material quantification and removal recommendations, and written specifications.



REGISTRATIONS

- Registered Professional Engineer, Geotechnical (Alabama, 2007)
- Accredited Asbestos Inspector (Alabama)
- Accredited Asbestos Abatement Designer (Alabama)

21 YEARS OF EXPERIENCE

EDUCATION

DEGREES

Bachelor of Science, Electrical Engineering (B.S.E.E.)

Master's of Science (M.S.E.E.), specializing in Engineering Business

CONTINUING EDUCATION

Rock Foundations & Drilled Shafts (2009)

Soil Settlement & Geotechnical Earth Walls (2010)

Finding Root Cause & Deep Foundations (2011)

Settlement & Soil Stabilization for Pavement (2012)

Soil Bearing Capacity, Contaminated Site Remediation, & Bioremediation (2013)

Concrete Parking Lots & Environmental Restorations (2014)

Monitored Natural Attenuation, Regulatory Requirements for Hazardous Waste Generators, Soil Vapor Extraction, & Avoiding Common Mistakes in Screening Level Risks (2015)

Brownfield Remediation (2016)

Designing the Abatement Project (2017)

EPA Spill Prevention Control & Countermeasure Plan (2019)

Roller Compacted Concrete (RCC) Pavements & Full Depth Reclamation of Asphalt Pavement with Cement (2020)

Assuring Project Quality & Constructing Wetlands for Water Purification (2021)

Negligent Engineering Failures, Settlement of Foundation Structures, Soil Mechanics, Biopiles for Site Remediation, & Stormwater Runoff (2023)



Jeremy Mitchell, P.E. Technical Services Division Manager / Environmental Services Director

PROJECT EXPERIENCE

Birmingham-Shuttlesworth International Airport

Rental Car QTA | Birmingham, Alabama

Project role included survey and assessment of approximately 73 duplex structures. Provided ACM abatement specifications for demolition as well as field sampling and coordination during abatement. Managed air sampling data during the abatement process. Managed stormwater program and construction material testing during construction.

Asheville Army Reserve Center | East Flat Rock, North Carolina

Project role included geotechnical study of site as well as a NEPA and ARNG guided Environmental Assessment and Environmental Condition of Property assessment. Managed research for all NEPA elements pursuant to NEPA and DOD regulations and requirements.

Richmond AMSA & ARC at DSCR | Richmond, Virginia

Project role included geotechnical study of site as well as a NEPA and ARNG guided Environmental Assessment and Environmental Condition of Property assessment. Managed research for all NEPA elements pursuant to NEPA and DOD regulations and requirements.

Birmingham-Shuttlesworth International Airport

Land-Use Assessment | Birmingham, Alabama

Project role included environmental and geophysical study of 800+acres for land-use rehabilitation around the airport. Assessments included environmental impacts (existing and future) to physical media and biologicals, geophysical conditions impacting future development including subsurface, traffic patterns, socioeconomic, financial, and subsurface.

Fort Benning | Columbus, Georgia

Project role included conducting geotechnical study of tank training sites spanning 3 counties and several hundred miles, Best Management Practices plan review, and stormwater management of stream crossings.

Mayfield Cleaners VCP | Homewood, Alabama

Project role field sampling and characterization of contamination from former cleaners. Managed the Voluntary Cleanup Program with ADEM, including sampling programs, documentation, and contamination characterization.

Various Phase I Environmental Site Assessments |

Across the United States

Project role included conducting Phase I ESAs, coordination with state agencies, and advisory role through review of existing contamination and previous site assessments. Assessments were performed in AL, AR, CO, CT, FL, GA, IA, IL, IN, KC, KY, MD, MI, MN, MS, MO, NC, NJ, NY, OH, OK, OR, PA, SC, TN, TX, VA, VT, WI, and WY.

Progressive Stadium | Birmingham, Alabama

Project role included conducting environmental study of the property including historical land-use, identifying Areas of Concern, conducting field sampling, and evaluating contamination and risk for development.

Children's Hospital | Birmingham, Alabama

Project role included management of construction material testing, special inspection of all reinforced concrete members in the field for the 13-story hospital.

US Army Reserve Center – Ft. Bliss | El Paso, Texas

Project role included conducting Hazardous Material Assessment of a 35,000sf training facility and 15,000sf vehicle maintenance shop (VMS), including an asbestos and lead-based paint survey. Conducted field sampling and assessment of building materials and chemical storage and use.

Auburn University Regional Airport | Auburn, Alabama

Project role included Hazardous Material Assessment, including an asbestos and lead survey, abatement project specifications for demolition of the old terminal building. Also provided management of construction materials testing and Quality Assurance asphalt laboratory testing with PWL and Pay Factor analysis of Taxiway Alpha for the FAA.

Birmingham-Shuttlesworth International Airport

Taxiway Gamma Rehabilitation | Birmingham, Alabama

Project role included FAA pavement mix design and geotechnical study of existing pavement structure. Also provided management of construction materials testing and Quality Assurance asphalt laboratory testing with PWL and Pay Factor analysis of Taxiway Alpha for the FAA.

Robins Air Force Base | Warner Robins, Georgia

Project role included conducting Hazardous Material Assessment of a 400,000sf aerospace manufacturing facility and hanger machine shop renovation. Project included an asbestos and lead survey, metallic dust sampling, and coordination of operation shutdowns during remediation and renovations.

UAB Center for Arts and Sciences | Birmingham, Alabama

Project role included management of construction material testing, deep foundation inspections, special inspection of reinforced concrete members in the field, and UST closure and petroleum contaminated soil removal.

Regions Field | Birmingham, Alabama

Project role included conducting and managing construction material testing and special inspection of reinforced concrete members in the field and providing daily inspections of drilled shafts and engineering consultation for all geotechnical matters.

United States Steel Corporation | Fairfield, Alabama

Project role included conducting field sampling for soil and groundwater at the Fairfield, Alabama, campus. Provided characterization of contamination and affected media, including hydraulic conductivity analysis and migration of groundwater.



has examined the documentation of asbestos training and qualifications of the person named below and confers this

Certificate of Accreditation

Asbestos Inspector Renewal

Jeremy Mitchell

Alabama Accreditation Number

AIN0325556012

Certificate Expiration Date

March 4, 2026

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program by the Alabama Asbestos Contractor Accreditation Act, Alabama Act No. 89-517, May, 1989 and Alabama Act No. 97-626, May, 1997.

A handwritten signature in blue ink that reads "Kalyn Tew".

Environmental Services Manager

A handwritten signature in blue ink that reads "Michael Hargravy".

Associate Director for Environmental Programs

The Environmental Institute

Jeremy Mitchell

Social Security Number -XXX-XX-3708
BECC, Inc. - 360 Industrial Lane, Birmingham, AL 35211

*Has completed 4 hours of synchronous online coursework and satisfactorily
passed an examination that meets all criteria required for
EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation*

Asbestos in Buildings: Inspector Refresher

March 4, 2025

Course Date

20372

Certificate Number

March 4, 2025

Examination Date

March 4, 2026

Expiration Date

Darryl Watson

Darryl Watson - Course Director



Alabama Asbestos Accreditation Number: SS-2210-ASBTPI-01 - Issue Date June 1, 2023

GA DNR-EPD, 4244 International Pkwy, Atlanta, GA 30354 - Accreditation Number: 30-091420-001 - Issue Date June 7, 2023

TEI - 9755 Dogwood Road, Suite 350, Roswell, GA 30075

Phone: 770-427-3600 - Website: www.tei-atl.com

SECTION 01 1001 - CIVIL DRAWINGS AND TECHNICAL SPECIFICATIONS

BIRMINGHAM AIRPORT AUTHORITY

DOLLAR CAR RENTAL BUILDING DEMOLITION

OWNER
BIRMINGHAM AIRPORT AUTHORITY (BAA)
5900 MESSER AIRPORT HWY
BIRMINGHAM, AL 35212

CONTACT: DR. SCHAVASS HAMILTON
TEL: (205) 599-0776
MOBILE: (205) 480-3018
EMAIL: SHAMILTON@FLYBHM.COM

CIVIL ENGINEER
SARCOR, LLC
215 19TH STREET SOUTH SUITE 101
BIRMINGHAM, AL 35203

CONTACT: JEFFREY HAVERCROFT, P.E.
PHONE: (205) 706-8170
EMAIL: JEFF@SARCORLLC.COM

SURVEYOR
ENGINEERING DESIGN TECHNOLOGIES, INC.
215 19TH STREET N SUITE 201
BIRMINGHAM, AL 35203

CONTACT: ROBERT WEIMORTS, P.L.S.
PHONE: (205) 942-8630
EMAIL: ROBERT.WEIMORTS@EDTINC.NET

GENERAL NOTES

- SITE SURVEY WAS PROVIDED BY THE FOLLOWING COMPANY:

ENGINEERING DESIGN TECHNOLOGIES, INC.
215 19TH STREET NORTH, SUITE 201
BIRMINGHAM, AL 35203
PHONE: (205) 942-8603
CONTACT: ROBERT WEIMORTS, P.L.S.
- ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER/DEVELOPER SPECIFICATIONS. THE ENGINEER HAS MADE EVERY EFFORT TO SET FORTH THE COMPLETE SCOPE OF WORK IN THE CONSTRUCTION AND CONTRACT DOCUMENTS. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS IN THE DRAWINGS AND/OR SPECIFICATIONS SHALL NOT EXCUSE THE CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. ALL WORK SHALL BE AS INDICATED AND STIPULATED ON THE DRAWINGS AND IN THE SPECIFICATIONS.
- THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS TO FAMILIARIZE HIM/HERSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
- THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS AND/OR CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF WORK UNDER THE CONTRACT. EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
- THESE DRAWINGS ARE FORMATTED FOR 24" X 36". OTHER SIZE VERSIONS ARE NOT PRINTED TO THE SCALE CALLED OUT OR SHOWN.
- CONTRACTOR IS RESPONSIBLE FOR THE COST AND FEES ASSOCIATED WITH THE EXECUTION OF WORK. THIS INCLUDES ANY AND ALL PERMITS AND IMPACT FEES INCLUDING, BUT NOT LIMITED TO, DEMOLITION PERMITS, ADEM PERMIT FEES, BUILDING PERMITS, SANITARY SEWER FEES AND IMPACT FEES, WATER TAP FEES, ETC.
- A. IN THE CASE OF UNFORESEEN CONSTRUCTION COMPLICATIONS OR DISCREPANCIES, THE CONTRACTOR IS TO IMMEDIATELY NOTIFY THE ENGINEER OF RECORD IN WRITING.

B. IF THE CONTRACTOR DAMAGES ANY (EXISTING) SITE FEATURES DURING CONSTRUCTION, HE SHALL AT HIS OWN EXPENSE REPLACE OR REPAIR THE FEATURES IMMEDIATELY TO ORIGINAL CONDITION AND QUALITY AS APPROVED BY THE OWNER OR DESIGNATED REPRESENTATIVE.

C. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL SAFETY CODES OF THE GOVERNING MUNICIPALITIES.

D. DEVIATIONS FROM THESE PLANS AND ANY ASSOCIATED SPECIFICATIONS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER OF RECORD MAY CAUSE WORK TO BE UNACCEPTABLE.

E. WHEN APPLICABLE, FIRE DEPARTMENT ACCESS SHALL BE ALWAYS MAINTAINED.

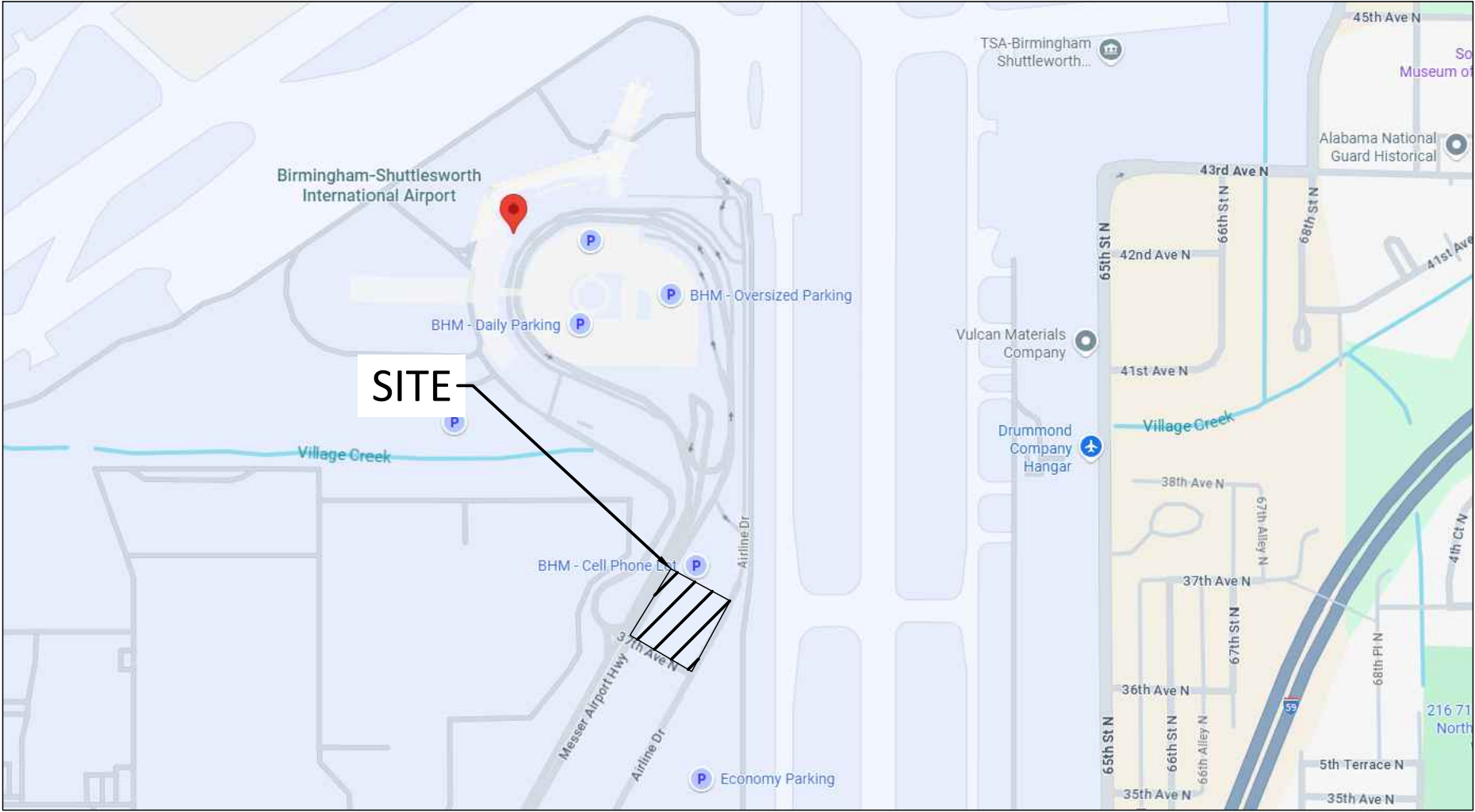
F. WHEN APPLICABLE, SUFFICIENT BARRICADES, LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES AND METHODS WHICH MAY BE NECESSARY FOR THE PUBLIC SAFETY AND PROTECTION SHALL BE IN ACCORDANCE WITH GOVERNING ORDINANCES AND M.U.T.C.D. (CURRENT EDITION) AND SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION.

SHEET INDEX

C-1.0	TITLE SHEET
C-2.0	DEMOLITION PLAN
C-3.0	SITE PLAN
C-4.0	EROSION CONTROL PLAN
C-5.0	DETAIL DRAWINGS

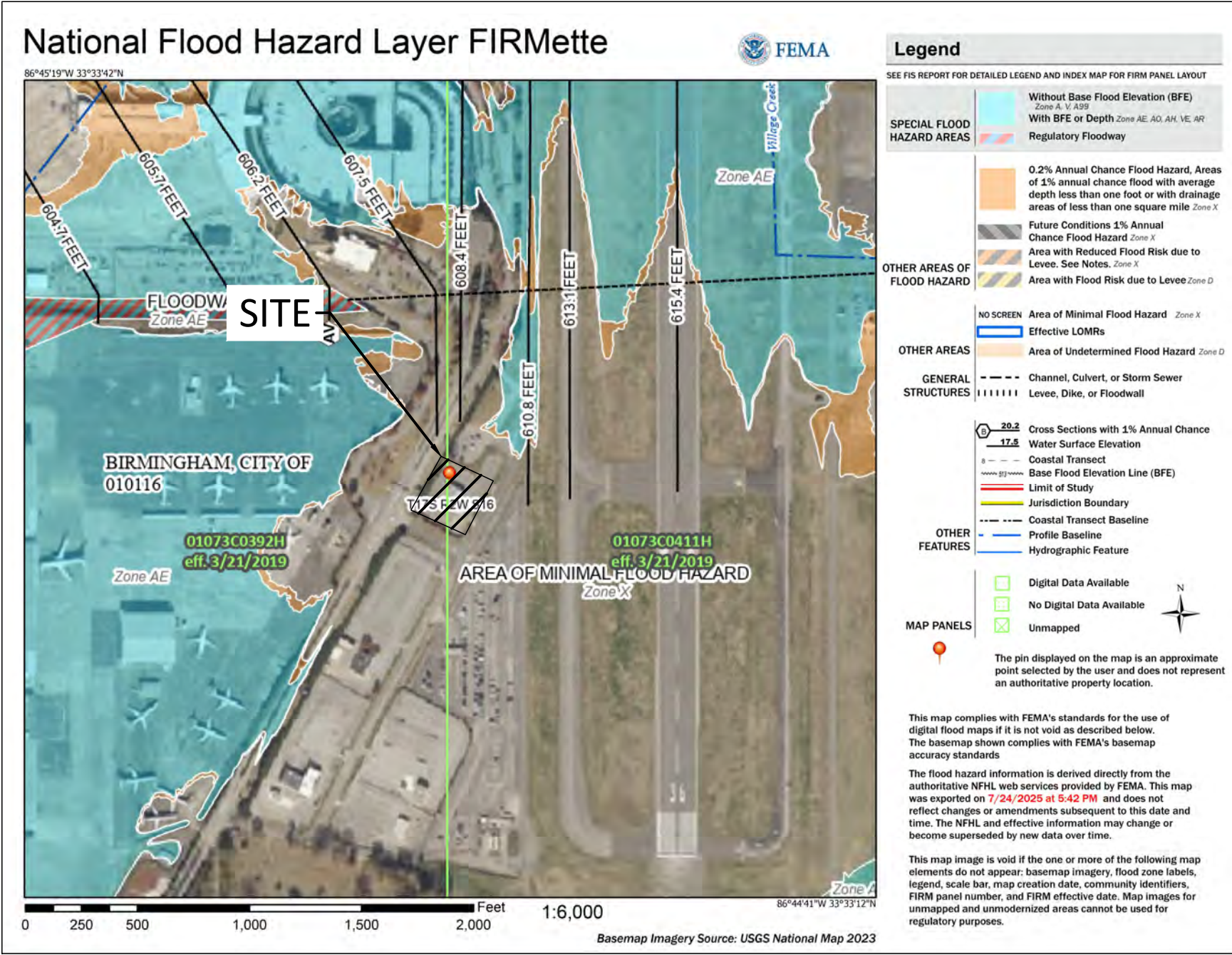
SITE SUMMARY

SITE ADDRESS	5600 AIRLINE DRIVE, BIRMINGHAM, AL 35212
PARCEL I.D.	23 00 16 1 000 002.000
TOTAL SITE ACREAGE	1.29 AC (56224.12 SF)
ZONING	M2



VICINITY MAP

N.T.S
PARCEL IDENTIFICATION: 23 00 16 1 000 002.000



FEMA MAP

N.T.S
EFFECTIVE DATE 03/21/2019
SITE IS LOCATED WITHIN FLOOD HAZARD X

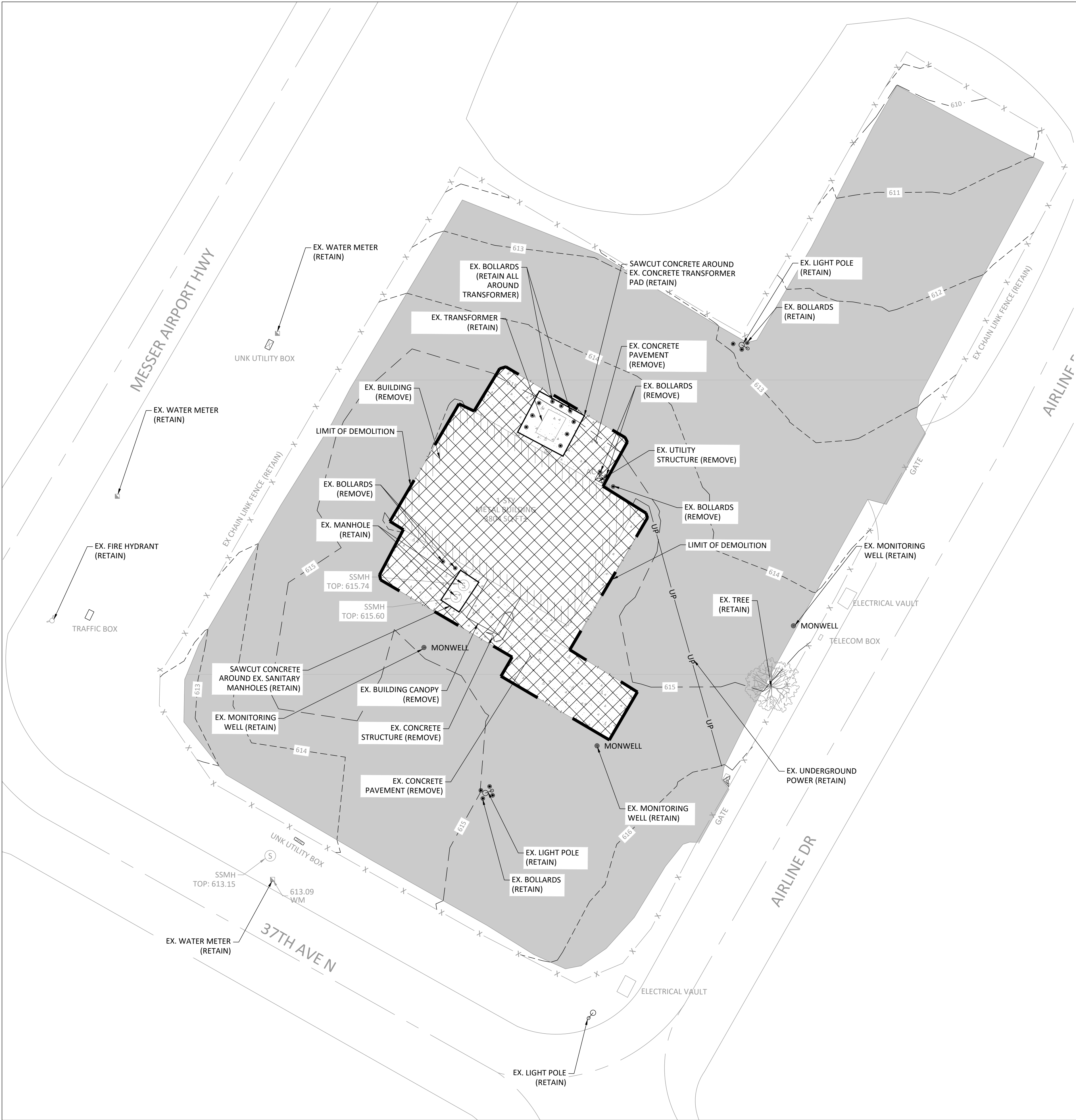
THERE IS NO FLOODPLAIN ON THIS PROPERTY AS PER FIRM PANEL 01073C0411H DATED 03/21/2019. NO WORK IS BEING DONE WITHIN A FLOODPLAIN. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.



DATE	9/8/2025			
DESCRIPTION	NOT FOR CONSTRUCTION FINAL DESIGN (EXC. ELECTRICAL)			
MARK				

PROJECT NUMBER:	25-E-01-06000	ISSUE DATE:	9/8/2025	N.T.S.
DESIGNED BY:	JH	DRAWN BY:	DJB	
SCALE:				

BIRMINGHAM AIRPORT AUTHORITY DOLLAR CAR RENTAL BUILDING DEMOLITION 5600 AIRLINE DRIVE BIRMINGHAM, AL 35212	SARCOR, LLC 215 19 ST N, SUITE 101 BIRMINGHAM, AL 35203	SHEET C-1.0 TITLE SHEET



DEMOLITION NOTES



1. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES AND PIPING WHICH MIGHT INTERFERE WITH DEMOLITION. ANY DAMAGES TO UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS.
3. ALL EXISTING PUBLIC SIDEWALKS ARE TO REMAIN IN PLACE AND TO REMAIN ACCESSIBLE FOR PEDESTRIAN TRAFFIC DURING DEMOLITION.
4. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES BEFORE CONSTRUCTION AND VERIFYING LOCATION OF ALL UTILITIES SHOWN OR NOT SHOWN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND COST OF THE RELOCATION ON ADJUSTMENT OF ALL UTILITIES ON THE SITE ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT, SUCH AS, BUT NOT LIMITED TO, SIGNAL POLES, SIGNAL CONTROLS, DRAINAGE STRUCTURES, TRAFFIC SIGNS, UTILITY POLES, GUY WIRES, ETC.
6. CONTRACTOR SHALL MAINTAIN SITE SECURITY BY CONTRACTOR'S OWN MEANS AND METHODS. ALL WORK, INCLUDING MATERIAL STORAGE, SHALL BE KEPT WITHIN THE PROTECTED AREA. CONTRACTOR SHALL RESTORE THE CONSTRUCTION AREA TO A CONDITION ACCEPTABLE TO THE OWNER.
7. ALL UTILITY WORK & MATERIALS SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE PERTINENT UTILITY.
8. ALL MANHOLE AND VALVE BOXES THAT ARE TO REMAIN ARE NOT TO BE BURIED AND FINAL GRADING SHALL BE ADJUSTED TO MATCH THOSE ELEVATIONS.
9. DEMOLITION OF ANY/ALL CONCRETE AND/OR ASPHALT SIDEWALKS, DRIVEWAYS, ETC. SHALL INCLUDE CLEAN CUTS AT LOCATIONS ABUTTING PUBLIC, OR OTHERWISE, SIDEWALKS AND/OR DRIVEWAYS, WHICH ARE TO REMAIN IN PLACE.
10. CONTRACTOR SHALL BE REQUIRED TO OBTAIN AND PAY FOR ALL PERMITS NECESSARY TO PERFORM THE WORK.
11. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, WHICH SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF BIRMINGHAM AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
12. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FROM THE PROJECT SO THAT IT DOES NOT POSE A HAZARD TO PEDESTRIAN AND VEHICLE TRAFFIC OR TO THE SURROUNDING BUILDING ENVIRONMENT. CONTRACTOR SHOULD CONTROL DUST SO THAT THESE AREAS ARE NOT AFFECTED BY DUST FROM THE DEMOLITION.
13. UNLESS OTHERWISE NOTED, ALL UTILITIES OUTSIDE THE PROPERTY LINE ARE TO REMAIN AND FUNCTION THROUGHOUT THE DEMOLITION PROCESS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING SAID UTILITIES PRIOR TO THE DEMOLITION PROCESS.
14. THE CONTRACTOR SHALL KEEP THE PROJECT AREA FREE FROM LOOSE OR BLOWABLE DEBRIS AT ALL TIMES. MATERIALS SHALL BE SECURED SO THAT THEY WILL NOT BE BLOWN BY THE WIND ONTO AIRFIELD SURFACES. SPECIAL ATTENTION TO DUST CONTROL WILL BE REQUIRED WHEN EARTHWORK, PAVEMENT DEMOLITION, OR HAULING OPERATIONS ARE IN PROGRESS OR WHEN WIND AND SEVERE WEATHER CONDITIONS CAUSE EXCESSIVE BLOWING OF DUST. IN THIS REGARD, THE CONTRACTOR SHALL APPLY WATER OR CALCIUM CHLORIDE SOLUTION TO THE AFFECTED SITES DIRECTLY.
15. CONTRACTOR MUST PROVIDE A WORKING VACUUM OR BROOM TRUCK ONSITE AT ALL TIMES WORK IS BEING PERFORMED ON THE PROJECT. ALL HAUL ROUTES AND AIRFIELD PAVEMENTS MUST BE SWEEPED/VACUUM CLEAN AND ACCEPTED BY AIRPORT OPERATIONS PRIOR TO THE CONTRACTOR LEAVING THE SITE AT THE END OF EACH WORK SHIFT.

NB: CONTRACTOR IS REQUIRED TO DISPOSE OF GENERATED DEMOLITION DEBRIS OFF AIRPORT PROPERTY AS REQUIRED BY THE CITY OF BIRMINGHAM.

ALL WORK IS INCLUDED IN PHASE 1 (60 CALENDAR DAYS). CONTRACTOR SHALL COORDINATE WORK SEQUENCING AND ACCESS TO MAINTAIN SAFETY AND OPERATIONS.

LEGEND

FENCE	
LIMIT OF DEMOLITION OPERATIONS	
UNDERGROUND POWER	
SANITARY SEWER MANHOLE	
BOLLARDS	
FIRE HYDRANT	
WATER METER	
LIGHT POLE	
UTILITY BOX	
EXISTING ASPHALT PAVEMENT	
EXISTING CONCRETE PAVEMENT	
BUILDING/DEMOLITION AREA	

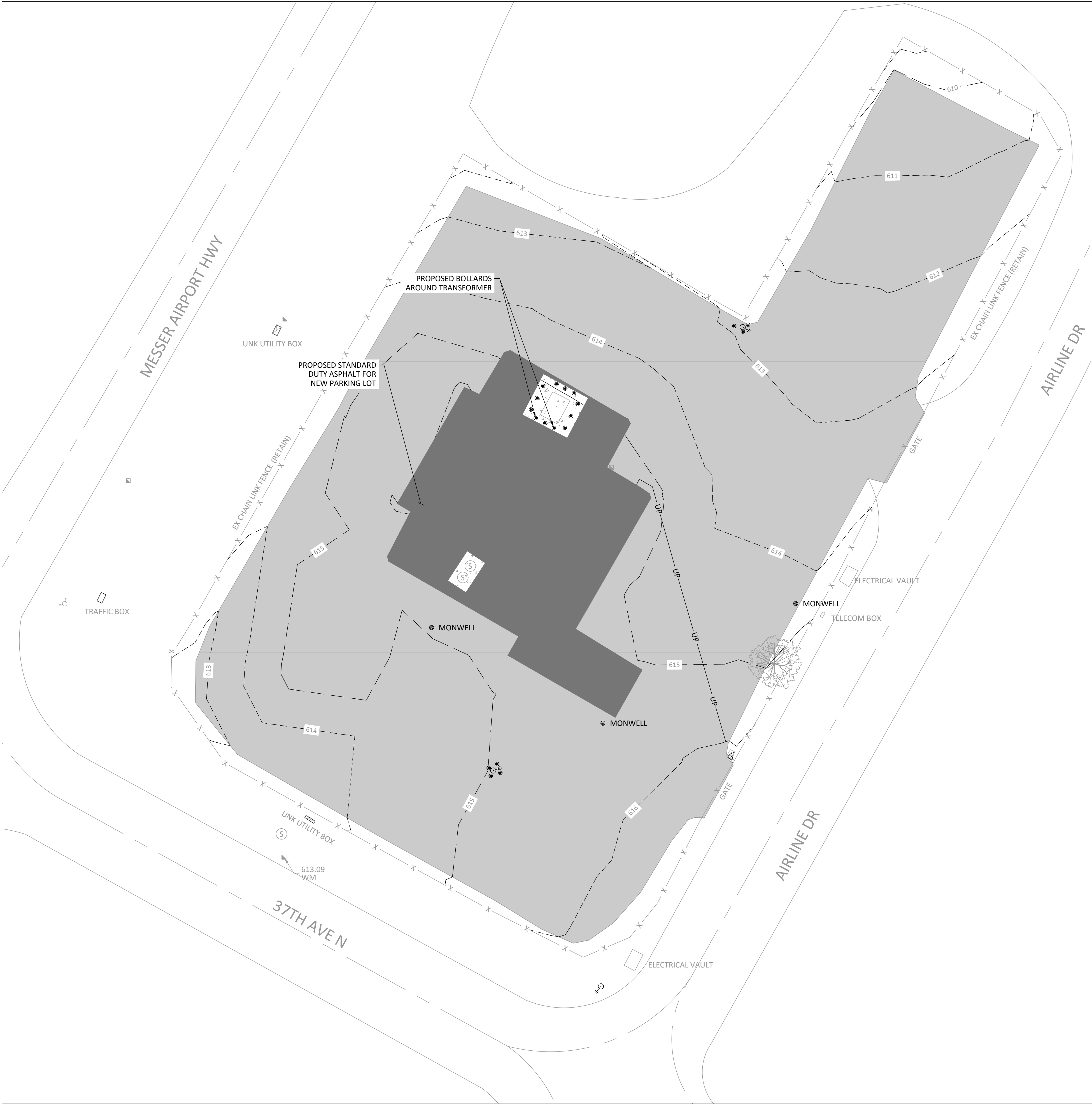


DATE	9/8/2025				
DESCRIPTION	NOT FOR CONSTRUCTION FINAL DESIGN (EXC. ELECTRICAL)				
MARK					
PROJECT NUMBER:	25-E-01-06000	ISSUE DATE:	9/8/2025	SCALE: 1" = 20'	
DESIGNED BY:	JH	DRAWN BY:	DJB		

**BIRMINGHAM AIRPORT
AUTHORITY**
DOLLAR CAR RENTAL
BUILDING DEMOLITION
5600 AIRLINE DRIVE
BIRMINGHAM, AL 35212



SARCOR, LLC
215 19 ST N, SUITE 101
BIRMINGHAM, AL 35203

**SHEET
C-2.0
DEMOLITION PLAN**



- SITE NOTES**
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
 2. TOPOGRAPHIC BOUNDARY SURVEY, PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES, AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY EDT, INC. SARCOR LLC IS NOT RESPONSIBLE FOR THE ACCURACY.
 3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO ANY EXISTING IMPROVEMENTS, ONSITE OR OFF SITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL OR BETTER THAN EXISTING CONDITIONS.
 4. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
 5. ANY DEVIATION IN THESE PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
 6. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED AND THE ENGINEER NOTIFIED IMMEDIATELY.

FENCE	
LIMIT OF DEMOLITION OPERATIONS	
UNDERGROUND POWER	
SANITARY SEWER MANHOLE	
BOLLARDS	
FIRE HYDRANT	
WATER METER	
LIGHT POLE	
UTILITY BOX	
EXISTING ASPHALT PAVEMENT	
EXISTING CONCRETE PAVEMENT	
PROPOSED ASPHALT PAVEMENT	

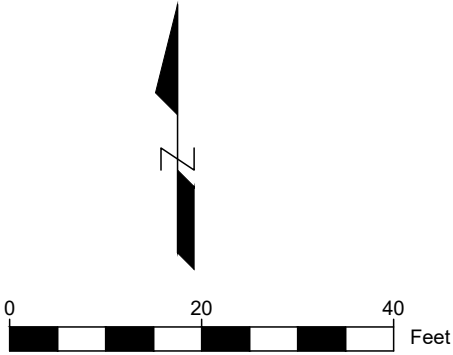
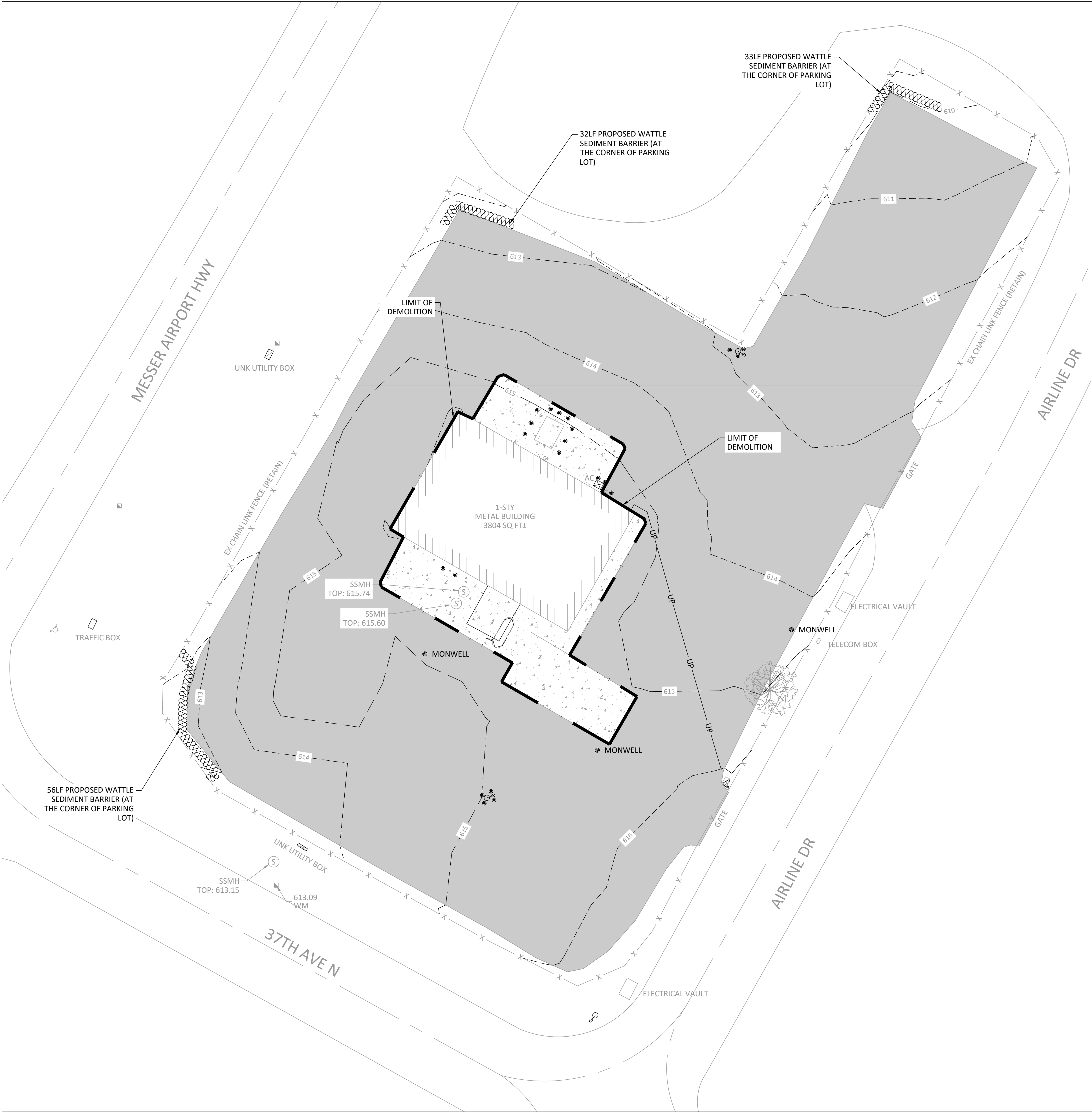


DATE	9/8/2025	DESCRIPTION NOT FOR CONSTRUCTION FINAL DESIGN (EXC. ELECTRICAL)	MARK	PROJECT NUMBER: 25-E-01-06000	ISSUE DATE: 9/8/2025	SCALE: 1" = 20'
DESIGNED BY: JH	DRAWN BY: DJB					

**BIRMINGHAM AIRPORT
AUTHORITY**
DOLLAR CAR RENTAL
BUILDING DEMOLITION
5600 AIRLINE DRIVE
BIRMINGHAM, AL 35212

SARCOR, LLC
215 19 ST N, SUITE 101
BIRMINGHAM, AL 35203

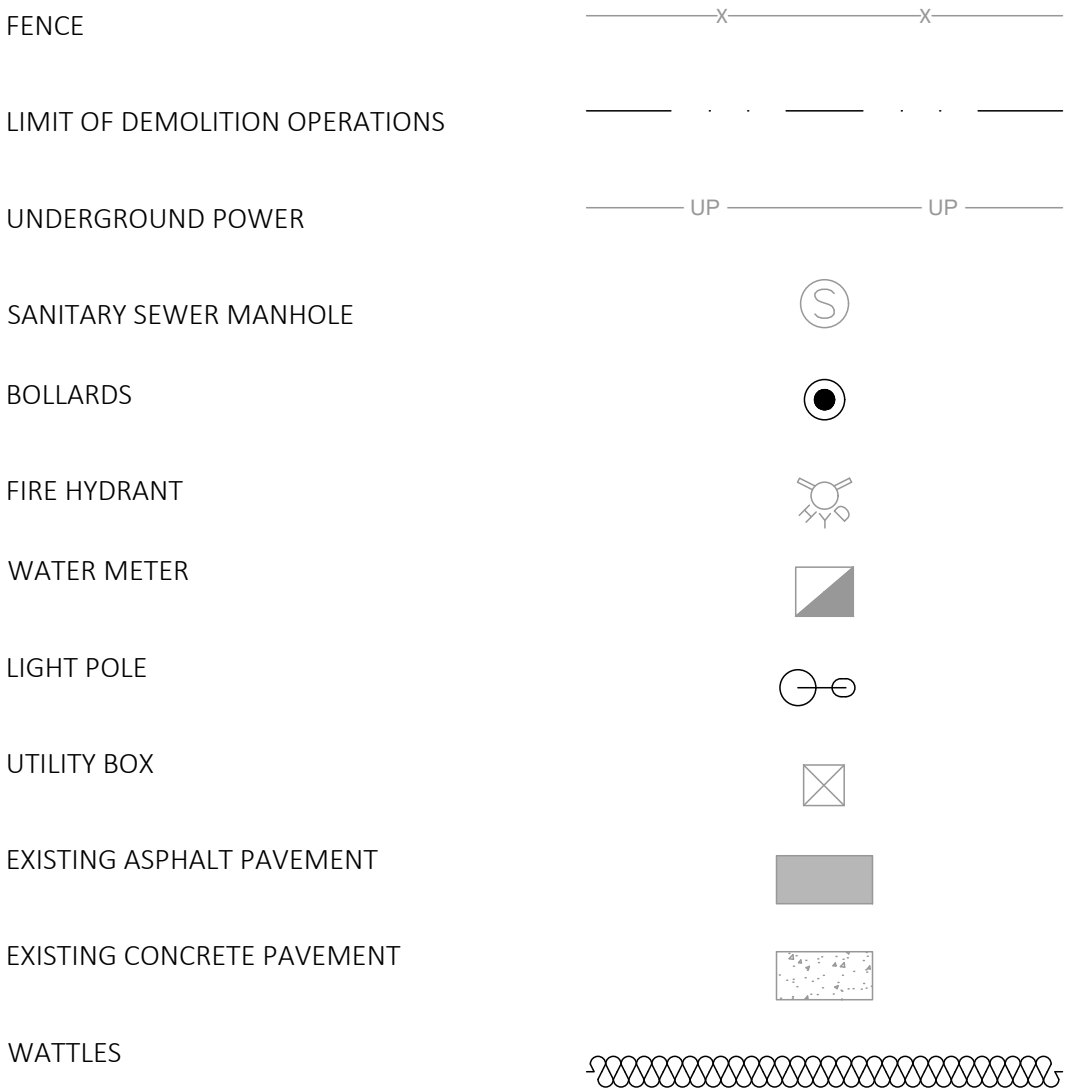
**SHEET
C-3.0
SITE PLAN**





EROSION & SEDIMENT CONTROL NOTES

- 1. DEMOLITION OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION.
- 2. WATTLES SHALL BE INSTALLED BEFORE DEMOLITION OPERATIONS BEGINS AND REMAIN UNTIL SUBSTANTIAL COMPLETION.
- 3. WATTLES SHALL BE REMOVED AFTER SITE STABILIZATION AND PRIOR TO SUBSTANTIAL COMPLETION.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SEDIMENT THAT HAS BEEN TRANSPORTED ONTO PAVED OR PUBLIC ROADS. AT A MINIMUM, TRACKING SHALL BE CLEANED BY THE END OF EACH WORK DAY.
- 6. THE EROSION AND SEDIMENT BMPs ARE TO BE REGULARLY INSPECTED AFTER 0.75" RAIN (WITHIN 24 HRS) OR MONTHLY.

LEGEND





DATE	9/8/2025	DESCRIPTION NOT FOR CONSTRUCTION FINAL DESIGN (EXC. ELECTRICAL)	MARK	PROJECT NUMBER: 25-E-01-06000	ISSUE DATE: 9/8/2025	SCALE: 1" = 20'
				DESIGNED BY: JH	DRAWN BY: DJB	

**BIRMINGHAM AIRPORT
AUTHORITY**

DOLLAR CAR RENTAL

BUILDING DEMOLITION

5600 AIRLINE DRIVE
BIRMINGHAM, AL 35203

SARCOR, LLC

215 19 ST N, SUITE 101
BIRMINGHAM, AL 35203

SHEET

C-4.0

EROSION CONTROL
PLAN

WATTLE SEDIMENT BARRIER

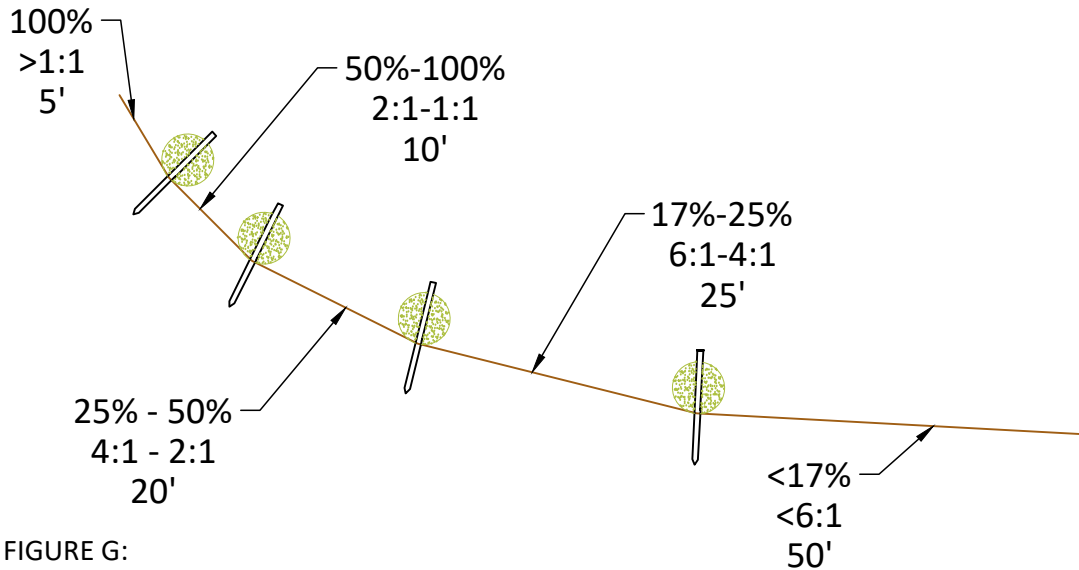


FIGURE G:
WATTLE SPACING ON SLOPES

WATTLE DIAMETER	WOODEN STAKE LENGTH
9" WATTLE	24"
12" WATTLE	24"
20" WATTLE	36"

**FIGURE F:
WATTLE STAKING GUIDELINES**

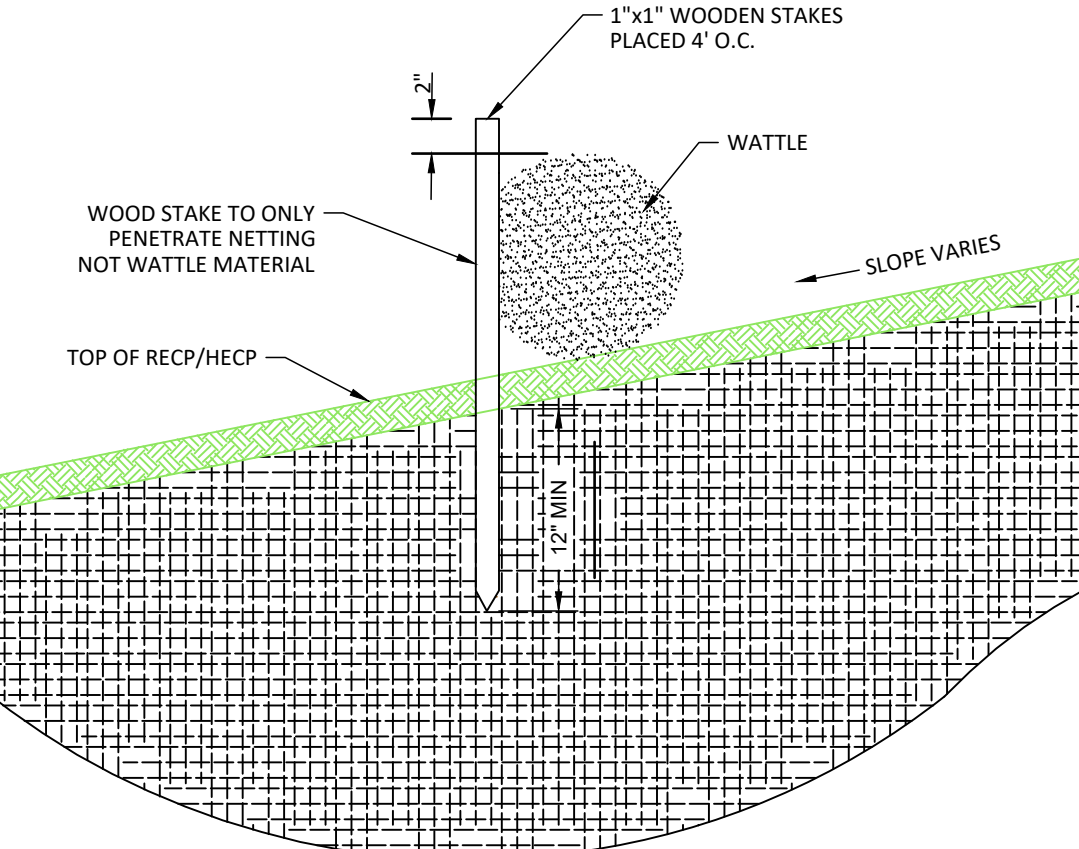


FIGURE E:
WATTLE INSTALLATION ON TOP OF ECEB RECP OR HECP

BARE SOIL SLOPE INSTALLATION

- PREPARE AN EVEN SURFACE, FREE OF DEBRIS AND ROCKS. SEED AND FERTILIZE SLOPE. EXCAVATE A TRENCH, PLACING THE EXCAVATED SOIL ON THE UPSLOPE SIDE OF THE TRENCH PER THE WATTLE TRENCING DETAIL. SPACE THE WATTLE DOWN THE SLOPE PER THE SPACING W/IN SLOPES DETAIL. MATCH THE WATTLE TO THE TRENCH WITH THE WATTLE CONNECTION/ OVERLAPPING DETAIL. PLACE THE WATTLE IN THE TRENCH AND INSTALL THE 1" x 1 1/2" WOODEN STAKES THROUGH THE CENTER OF THE WATTLE, LEAVING NO MORE THAN 2" OF THE STAKE EXPOSED AND PERPENDICULAR TO THE HORIZONTAL GROUND PLANE, 4' ON CENTER. CREATE A STK WEDGE WITH THE EXCAVATED SOIL AND COMPACT WELL ON THE UPSLOPE SIDE OF THE SRFR. SECURE THE ENDS OF THE WATTLE PER THE WATTLE CONNECTION/OVERLAPPING DETAIL.

PROTECTED SLOPE INSTALLATION

- SPACE THE WATTLE DOWN THE SLOPE ON THE TOP OF THE EROSION CONTROL BLANKET (ECP) PER THE SPACING ON SLOPE DETAIL. INSTALL THE WATTLE ALONG THE CONTOUR WITH A SLIGHT DOWNWARD ANGLE AT THE END OF EACH ROW TO PREVENT PONDING AT THE MIDSECTION. TURN EACH END OF THE ROW UPSLOPE ON A 45 DEGREE ANGLE. INSTALL THE 1" X 2" WOODEN STAKES ON THE DOWNSLOPE SIDE OF THE WATTLE AND THROUGH THE ECP, BY PENETRATING ONLY THE NETTING OF THE WATTLE AND NOT THE WATTLE MATRIX. SECURE THE ENDS OF THE WATTLE BY TIGHTLY ABUTTING THE ENDS AND THE WATTLE AND DRIVING A 1"x1" WOODEN STAKE THROUGH THE CENTER OF THE ADJOINING WATTLE AT AN ANGLE TOWARDS THE FIRST INSTALLED WATTLE. CONTINUE TO INSTALL THE WOODEN STAKES ON THE DOWNSLOPE SIDE OF THE SECOND WATTLE.

PERIMETER CONTROL AND MINOR SLOPES (6:1)

- EXCAVATE A 3" DEEP TRENCH TO MATCH THE PROFILE OF THE WATTLE AT THE PERIMETER OF THE PROJECT AND INSTALL PER PERIMETER CONTROL DETAIL. FOR INSTALLATION ALONG SIDEWALKS AND BEHIND STREET CURBS, A 3" TRENCH MUST BE EXCATED, BUT STAKING MIGHT NOT BE REQUIRED.

CHANNEL CHECK DAM INSTALLATION

- FOR BARE SOIL CHANNELS, EXCAVATE A 3" ANCHOR TRENCH ACROSS THE WIDTH OF THE CHANNEL AND PERPENDICULAR TO FLOW PATH. THE ANCHOR TRENCH MUST BE EXTENDED AT LEAST 6" ABOVE THE WETTED PERIMETER OF THE CHANNEL SLOPE. INSTALL 36" W/2"X2" WOODEN STAKES AT THE PROFILE OF THE WATTLE TO ENSURE A SNUG FIT. FOR BARE SOIL CHANNELS AND RECP LINED CHANNELS, INSTALL 36" 2"X2" WOODEN STAKES, STARTING AT THE CENTERLINE OF THE CHANNEL AND THEN EXTENDING OUTWARD EVERY TWO FEET, ON THE DOWNSTREAM SIDE OF THE WATTLE TO THE TOP AND BOTTOM OF THE STAKES WITH A COIR TWINE, OR SIMILAR MATERIAL.

LOW FLOW INLET PROTECTION

- EXCAVATE A 3" DEEP TRENCH, 1'-1 1/2' UPSLOPE OF THE INLET. MATCH THE TRENCH TO THE PROFILE OF THE SRFR TO ENSURE A SNUG FIT. PLACE THE EXCAVATED SOIL UPSLOPE OF THE TRENCH. PLACE THE WATTLE IN THE TRENCH AND INSTALL THE 1"X4" WOODEN STAKES EVERY 2' THROUGH THE TRENCH TO THE TOP OF THE UPSLOPE. LEAD THE WATTLE TO THE STAKE EXPOSED. CREATE A SOIL WEDGE WITH THE EXCAVATED SOIL AND COMPACT WELL ON THE UPSLOPE SIDE OF THE WATTLE. ENCIRCLE THE INLET WITH THE WATTLE AND OVERLAP THE ENDS A MINIMUM OF 12", MAKING SURE TO LEAVE NO GAPS, WHERE WATER CAN RUN DIRECTLY INTO THE INLET.

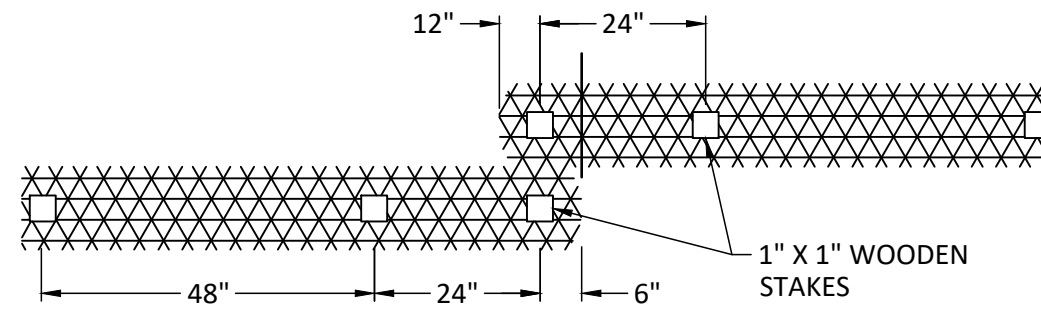


FIGURE D:
SRFR CONNECTION/OVERLAPPING DETAIL

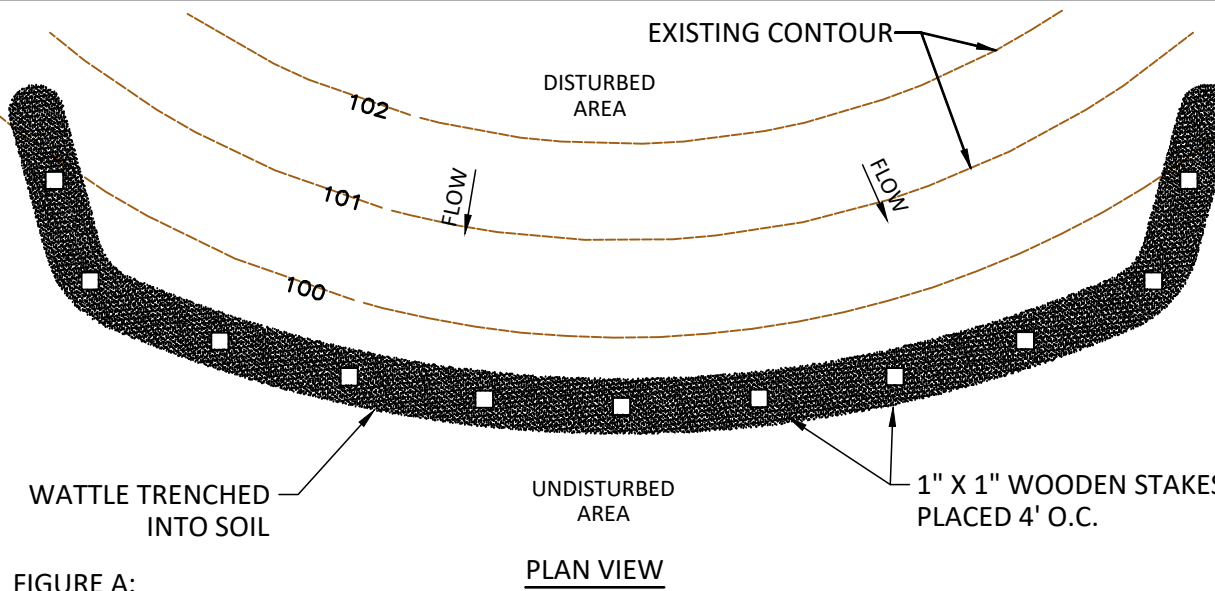


FIGURE A: PLAN VIEW
WATTLE's as Perimeter Controls and on Minor Slopes (6:1)

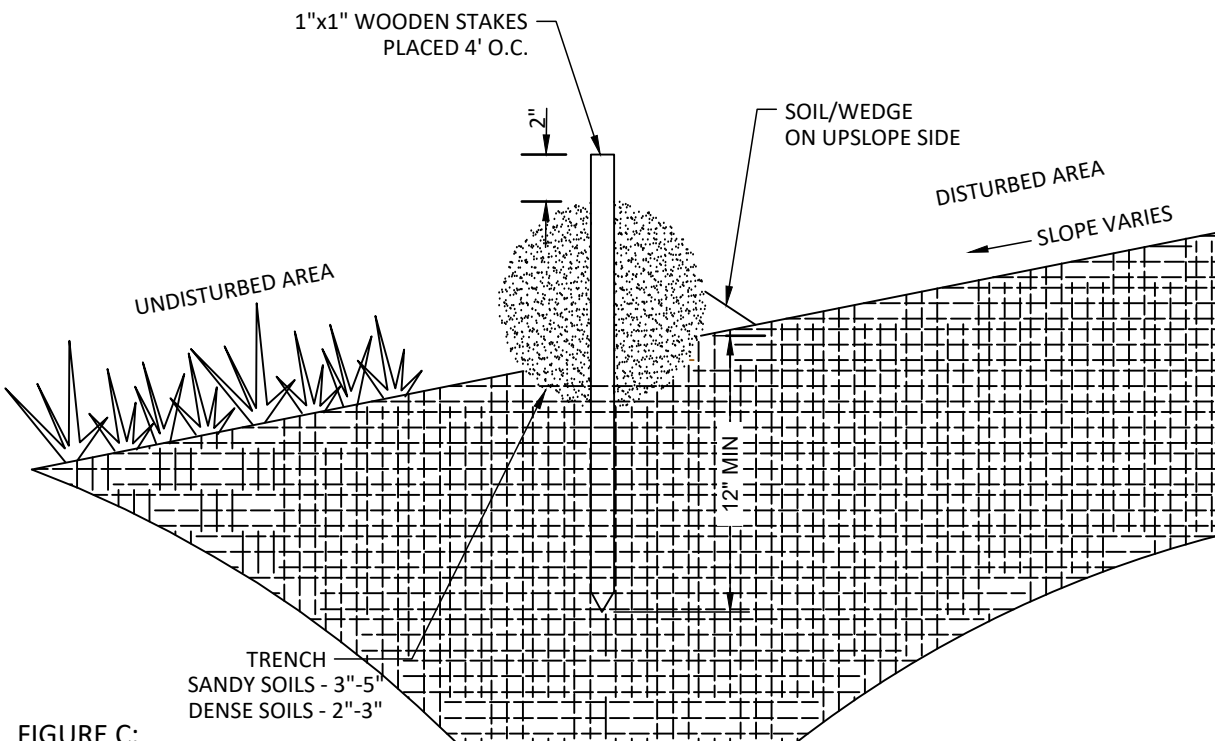
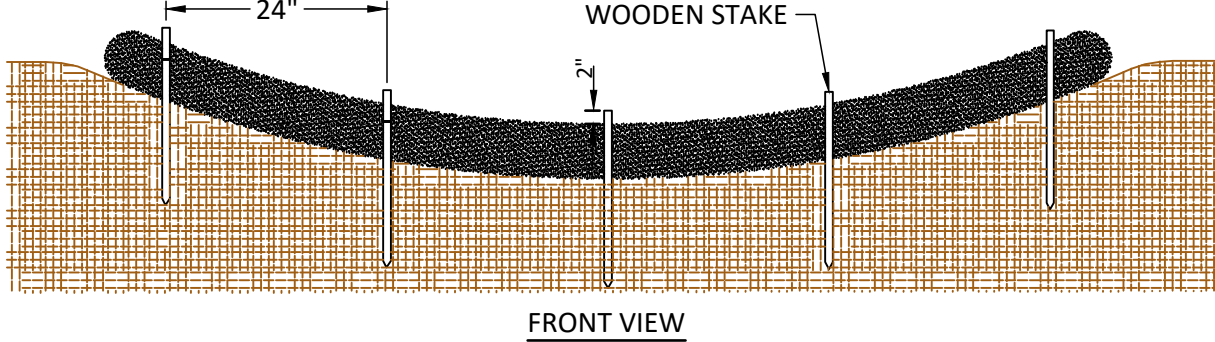
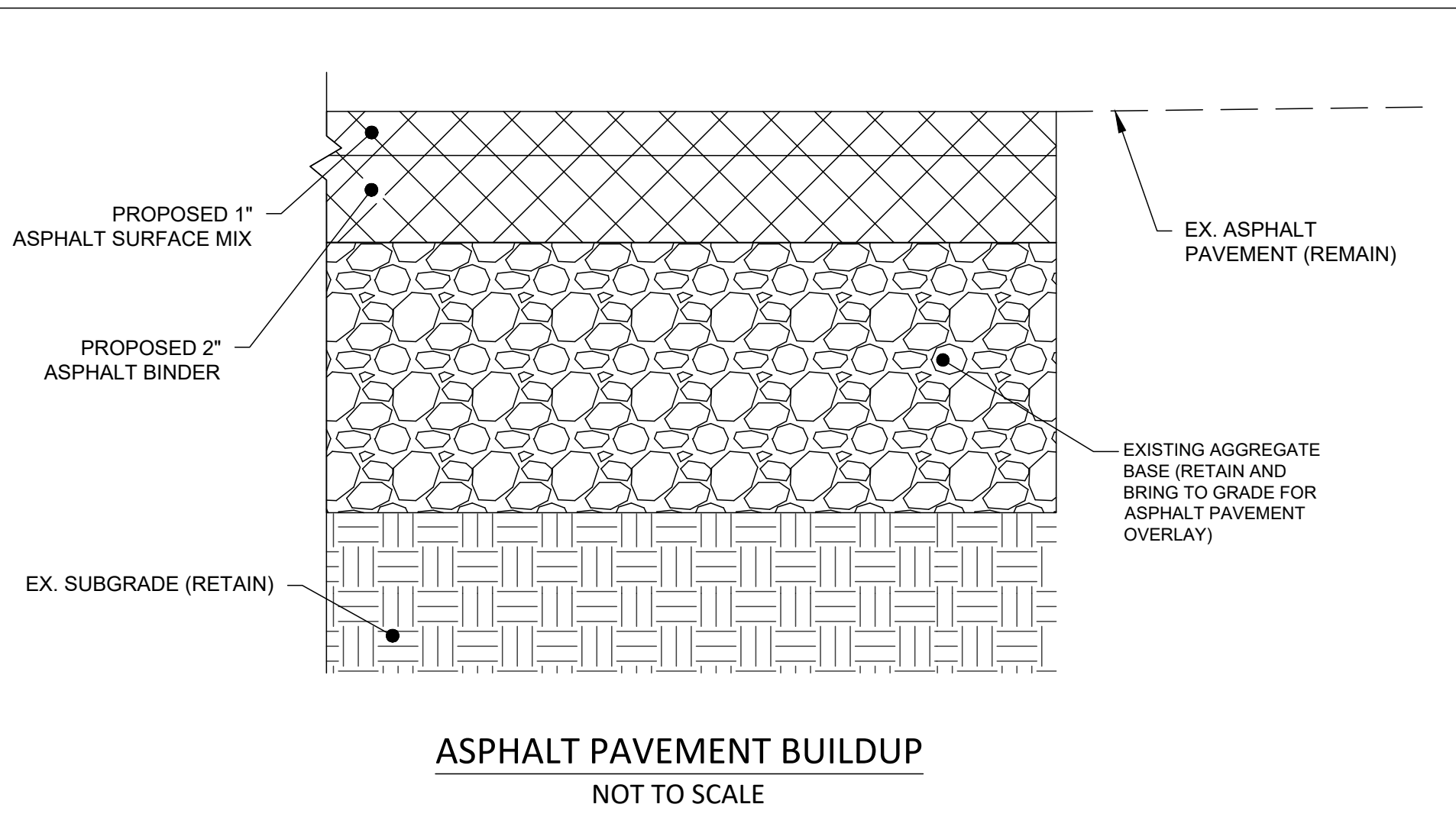
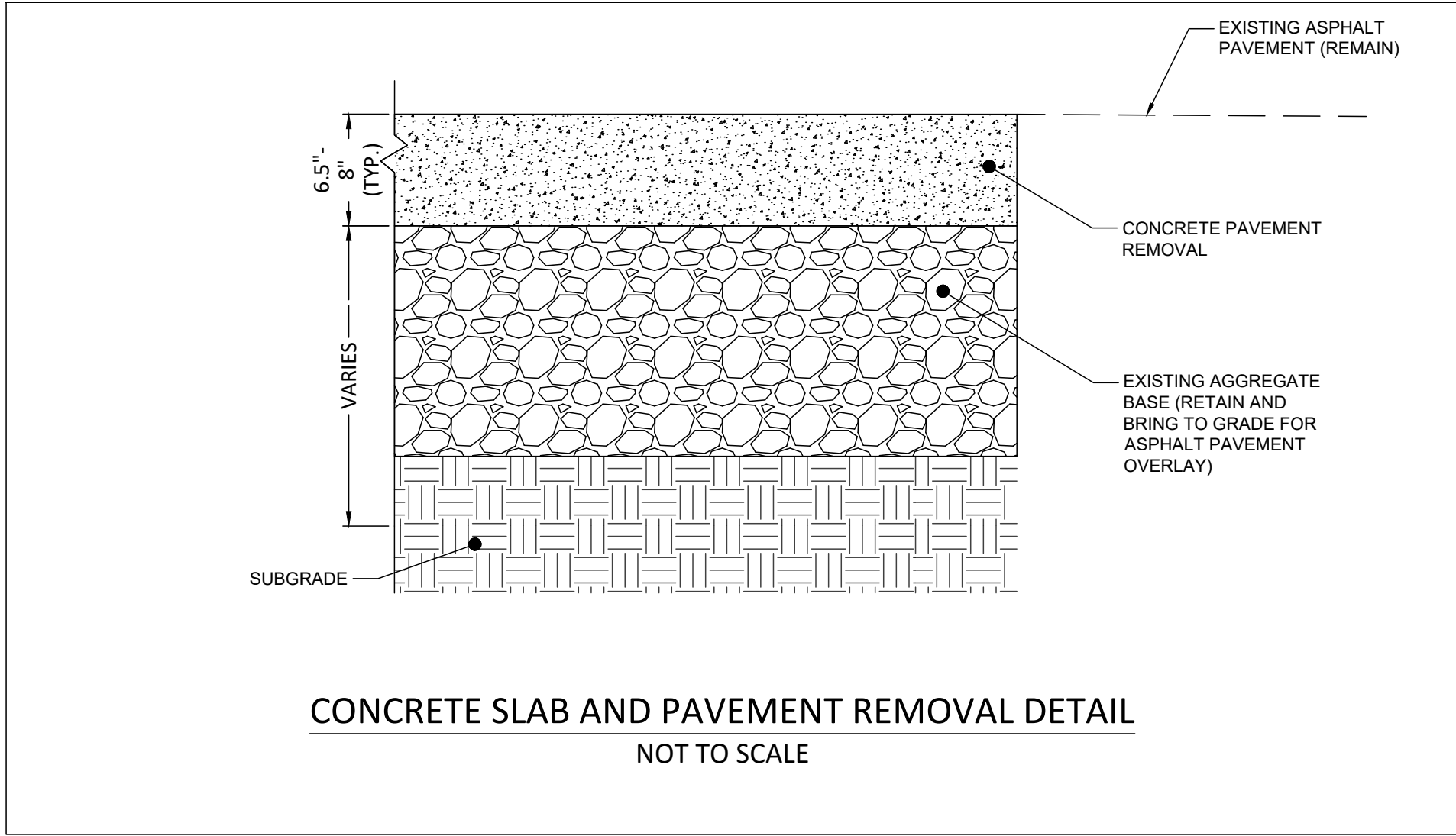


FIGURE C:
WATTLE TRENCHING DETAIL



DESIGNED BY:	PROJECT NUMBER:	MARK	DESCRIPTION	DATE
JH	25-E-01-06000		NOT FOR CONSTRUCTION	--/------
DRAWN BY:	ISSUE DATE:		FINAL DESIGN (EXC. ELECTRICAL)	9/8/2025
DJB	9/8/2025			
SCALE:	N T S			

SARCOR, LLC

215 19 ST N, SUITE 101
BIRMINGHAM, AL 35203

**BIRMINGHAM AIRPORT
AUTHORITY
DOLLAR CAR RENTAL
BUILDING DEMOLITION
5600 AIRLINE DRIVE
BIRMINGHAM, AL 35212**

SHEET
C-5.0
DETAIL
DRAWINGS



BIRMINGHAM AIRPORT AUTHORITY

Birmingham-Shuttlesworth International Airport (BHM)
Birmingham, Alabama

**CONSTRUCTION SAFETY PHASING PLAN
(CSPP)**

Dollar Car Rental Building Demolition and Paving

BAA Project No.: 046.000.000
SARCOR Project No.: 25-E-01-03100

SARCOR, LLC

www.sarcorllc.com
info@sarcorllc.com
205.227.8733

Mailing Address
1116 20th Street South, #322
Birmingham, AL 35205



BIRMINGHAM – SHUTTLESWORTH AIRPORT
DOLLAR CAR RENTAL DEMOLITION AND PAVING
CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1. Coordination

- a. **Predesign Conference.** A pre-design kickoff meeting was held on July 1st, 2025. Topics covered included overall scope of project, anticipated phasing of work, program schedule, and FAA requirements for SMS planning for the program. Attendees included the airport operations and Planning staff, AKRF Environmental team and consulting engineers, (SARCOR).
- b. **Preconstruction Conference.** A pre-construction conference will be held prior to issuance of Notice to Proceed. At a minimum, required attendees will include airport engineer, airport operations staff, design engineer, construction administration engineer, construction observation staff, project superintendent and foreman of prime Contractor. Agenda of preconstruction conference will include a review of this CSPP and the Contractors Safety Plan Compliance Document (CSPD) if available.
- c. **Construction Progress Meetings.** Weekly construction progress meetings will be held throughout the duration of the project. At a minimum, required attendees will include airport engineer, airport operations staff, construction administration engineer, construction observation staff, project superintendent and foreman of prime Contractor. Construction phasing and safety will be a standing agenda item at the weekly construction progress meetings.
- d. **Daily Coordination.** At all times when construction activities are being performed on this project the prime Contractor must have a foreman on-site or immediately available who is authorized to make decisions regarding the operations and safety of all personnel employed by the Contractor and Subcontractors. Each day the designated foreman must meet with Airport Operations Manager on duty to coordinate activities for the days work.

2. Phasing

- a. **Overall Scope of Work.** The scope of work includes the complete demolition and removal of the existing one-story metal building, approximately 3,804 square feet, located at the Dollar Rental Car facility, 5600 Airline drive Birmingham Alabama. All structural components, foundations, and associated debris shall be demolished and properly disposed of in accordance with the FAA regulations and ALDOT applicable codes. Prior to demolition, all existing utilities shall be safely disconnected, capped, or rerouted as required. Temporary erosion and sediment control measures shall be implemented and maintained throughout construction to protect adjacent properties and storm drainage facilities. Following demolition, the site will be graded and compacted to the required sub-grade. The disturbed area will then be paved with asphalt to match the surrounding parking lot in material, thickness, finish, grade, and striping layout, ensuring a seamless transition with the existing parking facilities. The Contractor shall maintain the existing lamppost in place and shall ensure that no disturbance or interference is made to the transformer on site.
- b. **Locations, Durations, and Sequence of the Work.** The project is comprised of 1 phase of work. The work duration is 60 calendar days from Notice to Proceed to substantial completion. Refer to the project plans for graphical depictions of the work along with notes on any sequencing and operational requirements.

3. Areas and Operations Affected by the Construction Activity

- a. **Operational Affect Table.** None.

- b. Runway Safety Areas.** Contractor shall not enter into safety area of any active runway without prior coordination with Airport Operations Staff and communication with air traffic control via ground frequency.
- c. Runway Approach Protection Area.** Contractor shall not place stockpiles or store materials and fuel in the runway approach protection area of any active runway.

4. Navigational Aid (NAVAID) Facilities

- a. Effects of Construction to NAVAIDS.** Aircraft navigational aids (NAVAIDS) provide visual and electronic information which is used by pilots who operate and land aircraft at the airport. Construction activities can have negative impacts on the functionality and serviceability of NAVAIDS. The Contractor must coordinate their work effort and limit their operations so that NAVAIDS are not impacted beyond what is planned. Contractors will be required to limit operations so that material, equipment, and personnel do not enter NAVAID critical areas or disturb power to NAVAID facilities without prior coordination with Airport Operations and FAA Tech Ops personnel.
- b. Coordination of NAVAID Impacts.** This project will not affect the NAVAIDS. Contractor is required to provide at least 72 hours notice to Airport Operations and FAA Tech Ops personnel prior to disturbing power supply or removing a NAVAID from service. Contact:
Christopher D. Baker
Technical Coordinator
BHM Systems Support Center
Office: 205-769-3955
Mobile: 205-837-25645.

5. Contractor Access

- a. Staging area.** The contractor's employees and visitors vehicles shall park in the contractor's employee parking area. Only owner approved personnel will be allowed to access airport property. All deliveries, material or otherwise, shall be made to the delivery address of the contractor's staging area. The name "Birmingham Shuttlesworth international airport" shall not be used in the delivery address. The location of the contractor's staging area is shown for reference only.

The exact limits of the contractor's parking and staging area for material stockpiling, office trailers, and deliveries shall be proposed by the contractor for the approval of the Engineer. The contractor staging plans shall be approved by the owner prior to construction.

The contractor shall obtain necessary permit(s) to develop and use the site for staging and other activities as required. The staging area shall be prepared to a stable and drainable condition. The contractor may have the option of erecting additional Chain-link security fencing to delineate and protect the area. The contractor may do some grading and drainage work to adapt the area to specific needs. Upon completion of the work, the area will be graded and dressed to the satisfaction of the engineer and owner.

The contractor is responsible for all utility connections to the staging area. All required utilities for the contractor's staging Area shall be coordinated with the appropriate utility agency by the contractor.

Haul roads shall be constructed and maintained by the contractor in the location shown in the construction safety drawings. Contractor shall be responsible for constant and immediate clean-up of any fod on airfield pavements resulting from contractor access via haul roads. Contractor is responsible for removal of haul roads and restoration of those areas to pre-construction conditions or better.

No separate pay item shall be made for any item required for the contractor to enclose and develop their staging area. The owner shall not be responsible for any lost or stolen property. No equipment or vehicles shall be parked within 10 feet of any airport operations area (AOA) perimeter fence.

b. Stockpiled Materials. Contractor is limited to placement of stockpiled materials at the locations shown within the phasing plans. Additionally, Contractor may place material stockpiles (topsoil, aggregate, etc.) at any location within the project work limits as shown in the phasing plans.

- i. Height Restrictions.** No stockpiles inside the AOA for this project. Outside the AOA (in the laydown yard), no higher than 7ft.
- ii. Wildlife Attractant.** Contractor to manage stockpiles so that they do not attract wildlife (Refer to Section 6 below).
- iii. Foreign Object Debris (FOD).** Contractor to manage stockpiles so that they do not create FOD (Refer to Section 7 below).
- iv. Marking and Lighting of Stockpiles.** Contractor will not be required to mark or light material stockpiles.

c. Vehicle and Personnel Operations

- i** Control of gates - the contractor shall be responsible for maintaining the security of the access gates by keeping the access gate Locked or guarded at all times in compliance with the Birmingham airport authority regulations. At no time shall the access gate be Left unlocked or unguarded. Contractor shall be responsible for limiting access through contractor gates to only those Individuals displaying an airport badge. Gate guards shall be competent trained security personnel approved by the airport authority. Gate guards shall allow access Only to authorized personnel as follows: authorized contractor personnel, authorized representatives of the engineer, and Authorized representatives of the airport authority. Gate guards are not to take any police action against unauthorized Individuals who enter the secure area; in such an event, the gate guard shall contact an owner representative. Gate guards will be responsible for securing the gate at all times.
- ii Access to Airport Operations Area (AOA).** The airport operations area is defined by the perimeter fence surrounding the airfield. Access onto the AOA is through any number of gates along the fence or doors through buildings. Contractor access onto the AOA is limited to the gates shown on the project phasing sheets. No person shall enter upon the Air Operations Area (AOA), or any other restricted area except authorized personnel assigned to duty therein, personnel escorted by an appropriately badged escort.
- iii Mechanisms to prevent improper movement.** Contractor operations within the AOA are limited to the areas shown on the project phasing plans. A visual boundary will be installed by the Contractor around all work areas. Boundary will consist of low profile barricades on pavement surfaces. The project phasing plans show locations of work area boundaries, which generally follow Object Free Areas of adjacent open pavement. Construction vehicles and personnel must not cross barricades at any time without an escort from Airport Operations personnel.
- iv Parking areas for personal vehicles and equipment.** Contractor employee personal vehicles may not be parked or driven in the AOA. Employee parking areas are identified on the project phasing plans. Contractor vehicles and equipment are allowed inside of the project work area within the AOA. Equipment staging and parking areas are as shown in

the project phasing plans. Additionally, Contractor may park vehicles anywhere within the project work area as defined for each phase within the phasing plans.

- v **Haul Routes.** The phasing plan sheets depict haul routes for both overall site access from surrounding public roadways and haul routes to the individual phased work areas through the airport perimeter fence. Contractor access and hauling operations are strictly limited to the haul routes shown. Contractor is responsible for any improvements and maintenance to haul routes as needed to efficiently perform construction activities. Following completion of construction Contractor is required to restore haul route to original condition.
- vi **Airport rules for ground vehicle operations.** The following rules of operation must be followed at all times when driving on the airport. Read each rule carefully and make sure you understand your responsibilities as a driver on the airport.
 - 1. No person shall operate motorized vehicles or equipment of any kind on the airport unless in possession of valid operator's license as required by the State for the type of vehicle being operated.
 - 2. No person shall operate a motor vehicle or other motorized equipment of any kind on the airport in a reckless or negligent manner or without caution or in any manner that endangers or is likely to endanger persons or property, or in excess of either the 20 mph speed limit prescribed by the Aviation Director or in excess of the posted speed limit in the following areas:
 - a. 5 mph under the concourse
 - 3. No person shall fail to give pedestrians and aircraft the right-of-way over vehicular traffic. All ground vehicles shall pass to the rear of taxiing aircraft.
 - 4. No person operating a motor vehicle on the airport shall fail to give proper signals or fail to observe the directions of posted traffic signs or traffic lanes.
 - 5. No person under the influence of alcohol or drugs shall operate a motor vehicle on the airport.
 - 6. Contractor will not be allowed to operate motor vehicles outside of the designated work areas as identified by barricades and snow fence. To drive from one work area to another you should, under most circumstances, leave the airfield via an authorized security gate, and then drive the airport service road to the desired work area.
 - 7. Driving privileges to operate in areas controlled by the ATCT (movement areas) are limited to vehicles with an operational necessity and who have been preapproved by the Aviation Director and have received appropriate Ground Vehicle Movement Area Driver Training. To drive on any part of the airport other than the work areas as defined in the project phasing plans the Contractor must coordinate with and be escorted by Airport Operations personnel, and must obey the following restrictions:
 - a. All vehicles operating outside of the project work area must be escorted by an Airport Operations vehicle with a two-way radio in continuous communication with the ATCT.

- b. Vehicles operating in the movement areas must be equipped with a yellow beacon that is turned on and operating and have proper markings. Refer to Section 5.b.iv below for vehicle marking and lighting requirements.
 - c. Vehicle operators are expected to familiarize themselves with airport signs and markings.
 - 8. The Aviation Director shall have the authority to tow or otherwise move motor vehicles that are parked by their owners or operators on the airport in violation of the regulations of the airport, at the operator's expense and without liability for damage that may result in the course of or by reason of such moving.
 - 9. Vehicles operating within the Air Operations Areas (AOA) or within the perimeter security fence line shall display a vehicle permit issued by Airport Operations or be escorted by a vehicle with a vehicle permit. This is required for all licensed vehicles operating within the airport security fence on the project, including but not limited to Contractor work truck, haul trucks (aggregate, concrete batch truck, (etc.), paint trucks, etc. Machinery and equipment which does not have a license is not required to display a vehicle permit.
 - 10. All Vehicles operating on the airport must have their head / taillights turned on during darkness and low visibility conditions.
- vii Contractor vehicle marking and lighting.** Each Contractor licensed vehicle must display a company logo on both sides of sufficient size to be recognizable to personnel in the Control Tower. Signs must be a minimum of 200 square inches and be approved by the Airport. Specialized construction equipment does not require signs.
- Each Contractor licensed vehicle must have a yellow/amber rotating beacon affixed to the uppermost part of the vehicle. Light must be visible from any direction, day and night, including the air. Specialized construction equipment does not require rotating beacon lights.
- Contractor vehicle marking and lighting is the sole responsibility of the Contractor. The Airport will not provide markings or lights.

d. Radio Communications

- i. **Two-way radios.** Contractors may utilize two-way radios on the project provided that they do not interfere with existing Airport, FAA, and Air National Guard communication equipment and frequencies.
 - ii. **Air Traffic Control (ATC) radio communication.** Vehicle operations on the movement area (non-radio exempt) require contact with ATC Ground Control. Ground Control directs all aircraft and vehicle movement on the airport movement area. Prior to entering any movement area Ground Control must be contacted via the ground frequency
 - 1. **Personnel required to communicate with ATC.** All communications with ATC Ground Control will be made by Airport Operations staff. Airport Operations will provide escorts for the Contractor to set traffic control devices for each phase.
- Upon approval of traffic control placement, the Contractor will be allowed uninhibited access to the phased work area via the defined haul routes without being required to contact ATC.

- 2. Training.** The Contractor provided flaggers must receive Ground Vehicle Movement Area Driver Training. Flaggers without Ground Vehicle Movement Area Driver Training will not be allowed.

- 3. Procedure for communicating**

- a. Radio types.** Contractor provided radio capable of monitoring airport ground frequency
 - b. Light signals.** Not Applicable.

- 4. Frequencies and phone numbers.**

Airport Operations Center (24 hr.) -205.599.0519

Ground Control 121.7 MHz (VHF) - Primary Frequency

348.6 MHz (UHF) - Secondary Frequency

- e. Airport Security.** The International Airport maintains an active security program, and as a commercial service airport security is of primary importance. The project will take place within the Airport's Security Identification Display Area (SIDA), which requires specific security protocol be followed. General project security requirements include the following.
 - i.** The project plans show the entry point(s), barricades, Contractor's staging area, employee's private vehicle parking area, and work area. The Contractor shall provide security for these areas. The Contractor is to provide to the Airport, for review and approval, all security measures, barricades, and other means to be taken to secure scheduled openings between the secure and non-secure areas, prior to creating the opening. The Airport provides security oversight and patrols of the Airport, but the Contractor should not rely on the patrols to provide full-time security.
 - ii.** No Contractor employee may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented at the Airport.
 - iii.** Each Contractor employee must immediately notify the Airport when security-related facilities and equipment within the Contractor's area are malfunctioning or no longer adequate to perform the control function.
 - iv.** No Contractor employee may enter, or be present within, a secured area, SIDA, AOA, or Sterile Area without complying with the systems, measures, or procedures being applied to control access to, or presence, or movement in, such areas.
 - f. TSA requirements.** The Transportation Security Administration (TSA) through several Transportation Security Regulations (TSR) has the regulatory power to assess fines for breaches of airport security. The TSA will test the Contractors security means and methods for compliance with applicable security codes and regulations throughout the course of the project. Accordingly, if the Contractor is found culpable for security breaches, fines assessed to the Airport will be collected from the Contractor.
 - g. Security badging requirements.** The Contractor will be required to obtain security badging in accordance with the following requirements.
 - i. Badge Responsibility.** The General Contractor is directly responsible to the Airport for authorizing his/her employees and the employees of the sub-contractors access into the

AOA. The General Contractor shall also account for photo-ID badges and controlled keys that are issued to his/her employees and the subs' employees. The Contractor shall collect all Airport photo-ID badges from his/her employees at the conclusion of the project and return them to the Airport. The General Contractor shall ensure that all photo-ID badges issued to his sub-contractors are returned to the Airport. If a photo-ID badge is not returned to the Airport within thirty (30) days after the need for such identification badge is no longer required, the deposit on the photo-ID badge will be considered forfeited and shall not be refunded. Airport photo-ID badge deposit for airport identification cards issued with access to areas controlled for security reasons is \$100 (per card).

- ii. **Persons Required to be Badged.** All Contractor employees who are working on the site and a daily basis within the airport perimeter fence must be badged. Only those employees making an occasional delivery, a one-time visit to the project, or working outside of the perimeter fence may be escorted, otherwise all employees must go through the badging process outlined in the following paragraphs.
- iii. **Obtaining a Badge.** No person may be issued any identification media that provides unescorted access to any SIDA unless the person has successfully completed training in accordance with a TSA approved curriculum, completed a criminal history background check, and an assessment from the TSA. This training for all holders of owner issued/approved identification badges is mandatory and will take approximately one hour and a half to complete.

Each Contractor employee designated to receive an Airport Photo-Identification Badge to allow unescorted access must accomplish a criminal history check by submitting to fingerprinting by the Airport Operations Department, accomplish an application form, attend a one hour to one and a half training session, and stand for a photo. The criminal history check determines if the individual has a criminal record. Persons convicted of felonies or other disqualifying crimes are not eligible for a badge. If the person does not have a criminal record, then he/she must submit to fingerprinting. At this time, the identity of the person must be verified by presenting two forms of identification, one of which must be a government form showing the person's photo. Persons must also submit to a Security Threat Assessment.

Persons should report to the Airport Operations Office for fingerprinting at least two weeks before the badge is needed in order to receive the verification in a timely manner. If the person has been denied unescorted access based on the fingerprinted criminal history check, he/she will be notified. If the person has been granted access, he/she will contact the Airport Operations Department for a training session appointment. The training and the badge making equipment are located at the Airport Administration Offices in the terminal building.

For additional information or to view forms, please contact the Airport Public Safety Department, 205.599-0815 or visit this website: <http://www.airport.com/business/badging/>

- iv. **Limits of Access.** No Contractor employee may use, or allow to be used airport-issued access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in SIDA's, or AOA's in any other manner than that for which it was issued by the authority based in several Transportation Security Regulations (TSR) or the Airport Security Program (ASP).
- v. **Badge Type.** The International Airport provides several badge types based on the type and area that may be accessed by each individual person. For this project the Contractor will be issued GOLD airport identification badges with escort privileges.

Contractors may receive “Escort” privileges through prior written request of the Airport. If escorting privileges are given, a superintendent or foreman with a badge may escort a group of employees for the duration of the project within the project work area as defined in the phasing plans. An employee with escort privileges with a badge shall be present at all times during working hours.

vi. Badging Cost

CHRC (Criminal History Records	\$35.00 for applicants using the BAA SON
Check) and STA	\$8.00 for applicants using any other SON or for AOA
(Security Threat Assessment)	only IDs (STA Only)

Badge Issuance:	\$25.00
(For new issuances, renewals, or replacements not related to a defective ID)	

Fingerprint re-roll and card	\$10.00 (Request from USPS)
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Fingerprint card only	\$8.00
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Unreturned ID:	\$500.00
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1st Lost Badge Replacement:	\$50.00 (\$25.00 refund if lost ID returned)
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2nd Lost Badge Replacement:	\$100.00 (\$50.00 refund if lost ID returned)
	(badgeholder will also receive a security violation)

	\$150.00 (\$50.00 refund if lost ID returned) (badgeholder will also receive a security violation)
--	--

1st Lost Cyberkey Replacement:	\$100.00 (\$50.00 refund if lost key returned)
--------------------------------	--

2nd Lost Cyberkey Replacement:	\$150.00 (\$100.00 refund if lost key returned) (badgeholder will also receive a security violation)
--------------------------------	--

3rd Lost Cyberkey Replacement:	\$200.00 (\$100.00 refund if lost key returned)
	(badgeholder will also receive a security violation)

1st Security or Safety/Driving Violation:	\$50.00 (plus retraining)
---	---------------------------

2nd Security or Safety/Driving Violation:	\$100.00 (plus retraining and 30-day suspension of privileges)
---	--

3rd Security or Safety/Driving Violation:	\$200.00 (plus revocation of all privileges)
---	--

viii Escorted Access. Any individual requiring access on an infrequent basis to the project work area must be under the general observation and control of a Contractor employee

who has in his possession a valid International Airport photo identification badge with escort privileges. A current badged personnel who does not have their badge at the time of access **CAN NOT** be escorted.

vii. Badge Display. Airport-issued identification badges will be displayed on outermost garment above the waist. Persons observed in the SIDA or AOA without proper credentials or without escort will immediately be arrested and charged with criminal trespass as specified under state statute.

viii. Challenge Policy. Contractor is expected and required to challenge all individuals inside the airport perimeter fence, not displaying airport approved identification or who are acting suspicious. Challenging is a critical step in preventing unauthorized access and all airport personnel are expected to challenge all persons who do not display airport issued identification within the restricted areas of the Airport.

h. Maintenance of the Secured Area of the Airport. The Contractor shall provide a guard with an escort badge to control the access into the SIDA via the gates identified in the phasing plans. Access will not be allowed at any other points beyond those detailed in the project phasing plans. Gate guards are required at any time the Contractor is moving materials, equipment, or personnel through the airport perimeter security fence.

Guards must be a dedicated security employee who has attended gate guard training from the Airport. Gate guards must be outfitted in a readily identifiable uniform and shall have a Contractor-provided cell phone to enable quick communication with the Airport Operations Department.

If the Contractor fails to provide adequate security or barriers at the breach or other openings between the secure and non-secure areas, the Airport will mandate a guard to be provided with the cost charged against the Contractor or project may be shut down at the discretion of the Airport Commission. The guard will remain until adequate security or barriers are provided or installed. The Contractor is to notify the Owner immediately if a breach in security accidentally occurs.

6. Wildlife management

- a. Trash.** Food scraps must be collected from construction personnel activity.
- b. Standing Water.** Any activity taking place that creates a standing body of water must be remedied immediately.
- c. Tall Grass and Seeds.** A monocultural stand of grass is being specified for all disturbed areas that are being returned to turf throughout the airfield. Mowing schedules have been established to maintain, when possible, a height of 6 to 10 inches, to help prevent the large flocks of starlings, crows and other species from becoming a hazard. It will be the responsibility of the Contractor to establish and maintain a schedule that allows a maximum grass height of 10 inches within the construction work area.
- d. Poorly Maintained Fencing and Gates.** Periodic perimeter fence inspections are conducted by Operations Officers to ensure the fence is secured. These inspections also include identifying any animal digs that are located under the fence and ensuring that perimeter gates and drainage grates are tightly secured to prevent animal access. In addition, Operation Officers will take appropriate actions to reduce any other observed wildlife activity. All such findings will be documented in the Operations log.
- e. Disruption of Existing Wildlife Habitat.** While this will frequently be unavoidable due to the nature of the project, Contractor personnel should immediately notify airport operations of a wildlife sighting.

7. Foreign Object Debris (FOD) Management

a. Description of FOD. Foreign object debris at airports includes any object found in an inappropriate location that can damage aircraft, equipment, or airport personnel. On construction sites FOD typically is comprised of loose gravel, blowing sand, wire bristles from sweeper heads, food wrappers, material packaging. The presence of FOD on an airport's air operations area (AOA) poses a significant threat to the safety of air travel. FOD has the potential to damage aircraft during critical phases of flight, which can lead to catastrophic loss of life and airframe, and at the very least increased maintenance and operating costs.

b. Methods of FOD control

- i. Training.** Contractor shall provide training to all employees working within the AOA on effective FOD management. Training shall include description and consequences of FOD, FOD awareness, and housekeeping procedures.
- ii. Housekeeping.** Preventing FOD from occurring is the most effective form of FOD management. Contractor must monitor construction activities and proactively develop a plan to prevent FOD from occurring. Typical FOD prevention measures include the use of covered trash containers, covered loads, zero tolerance of littering, and tying down items which may be easily wind blown.
- iii. Ground vehicle tire inspections.** Prior to crossing active airfield pavement the Contractor must perform a vehicle tire check for any loose rocks that may be in the tread. Tires covered in mud must be cleaned prior to crossing active pavement in order to prevent tracking of dirt.
- iv. Pavement sweeps.** Prior to opening sections of pavement within a work area to aircraft traffic, the Contractor will be required to sweep the entire pavement surface (including shoulders). Metal bristled brooms are known to create FOD, and the Contractor will be required to clean all bristles from the pavement. Compressed air and vacuums can be used to clean pavement surfaces as well.
- v. FOD Inspections.** Refer to Section 10 for FOD inspection requirements.

8. Hazardous Material Management

- a. Haz-Mat Procedures** to be developed by the Contractor prior to the issuance of the notice-to-proceed including but not limited to:
- i. Fuel Storage Locations**
 - ii. Spill Procedures**
 - iii. MSDS**

9. Notification of Construction Activities

- a. List of Responsible Representatives.** Persons who have questions concerning policies, procedures, or requirements of the Airport Security Program, should contact Airport Operations. Persons who observe a security violation, suspicious act or any serious act that may endanger persons or property, should immediately contact Airport Operations. For this project, all communications with ATC Ground Control will be made by Airport Operations staff.
- i. Airport Operations Center (24 hrs.) – 205.599.0519**
 - ii. On-duty Airport Operations Supervisor – 205.332.2603**
 - iii. Airport Operations Manager office address – 5900 Messer Airport Hwy.**

Birmingham, AL. 35212

205.599.0507

iv. Airport Operations Manager (Cell) – 205.354.5371

v. FAA Tech Ops Office – (205) 876-1300

vi. Construction Management Department – 205.480.8259/205.480.3018

- b. **NOTAMs.** Contractor shall coordinate with Airport Operations personnel for the issuance of all NOTAMs related to the project construction. Airport Operations and FAA shall generate and issue NOTAMs based on Contractor construction schedule and facility impacts.
- c. **Emergency Notification Procedures.** In the case of a life threatening situation, dial 911 and Airport Operations immediately thereafter. Airport Operations will coordinate any emergency response.
- d. **Coordination with ARFF.** Weekly construction progress meetings will be held throughout the duration of the project and prior to commencement of phasing changes. At this time ARFF will be notified of rerouting, blocking and restoration of emergency access routes.
- e. **Notification to the FAA.** Prior to reopening Taxiway A, local FAA Tech Ops will need to be contacted to check all NAVAIDs shut down during construction and if required flight check affected NAVAIDs.

10. Inspection Requirements

- a. **FOD Inspection.** The Contractor shall keep the project site and vehicles clean, employing a “clean as you go” approach throughout the project.
- b. **Airport Operations Daily Inspection.** Operations Officers conduct two daily airfield inspections. These inspections include an inspection of all airfield-paved areas and safety areas to ensure compliance with FAR Part 139.327.
- c. **Contractor Inspection.**
 - i. Prior to opening work areas and pavement to aircraft operations the Contractor must coordinate with airport operations for inspection of work area. Pavements must be free of all dirt, sand, gravel, wire bristles or any other objects that could cause damage to aircraft engines. All soil areas must be free of dirt clods, ruts, or surface irregularities that could damage an aircraft should it leave the pavement.
 - ii. Daily inspections must be completed to ensure all traffic control devices are in proper location and working order.
- d. **Final Inspection.** Coordinate with the FAA Airport Certification Safety Inspector (ACSI) prior to the completion of phase 7 to determine if a final inspection will be necessary.

11. Underground Utilities

- a. No dig permit is necessary for this project.
- b. Project plans have not identified potential underground utility conflicts.

12. Penalties.

The following penalties will be administered by the Airport, FAA, and TSA as allowed per the requirements of the Construction Safety and Phasing Plan.

- a. **Vehicle Operations.** Stiff penalties exist to punish those who violate airport driving regulations. Prosecution can be a fine, imprisonment, lease violation or impoundment of vehicle. Specific penalties include:

- b. Security Violations.** Individuals who violate Airport Security rules may be subject to prosecution. Penalties may be a fine, imprisonment, lease violation or impoundment of vehicle. The TSA can levy fines of up to \$11,000 per security incident. In addition to the penalties prescribed in the Municipal Code, the Aviation Director may remove or eject from the airport premises any person who violates any rule or regulation prescribed in Chapter 22 of the Municipal Code, the Airport Board Regulations, or any order or instruction issued by the Aviation Director. Additionally, the Aviation Director may deny the use of the Airport and its facilities to any such person if the Director determines that such denial is necessary for the safety or orderly operation of the airport or for the good of the public.
- c. Authority and Legal Action.**
 - i.** Any person, corporation, or other legal entity who violates or resists the enforcement of Chapter 22 (Vehicle Operations) of the Municipal Code or an Airport Board Regulation Sample shall be guilty of a misdemeanor and shall be punished by a fine not exceeding \$100.00, or by imprisonment not exceeding 30 days.
 - ii.** In addition to or in the alternative, any person, corporation, or legal entity who violates or resists the enforcement of this chapter shall be guilty of a municipal infraction punishable by a civil penalty of \$100.00 for the initial offense and \$200.00 for each repeat offense. Each day that a municipal infraction occurs constitutes a separate offense.
 - iii.** Seeking a civil penalty as authorized in this section does not preclude the city from seeking alternative relief, including an order for abatement or injunctive relief, from the court in the same action or as a separate action.
- d. FOD.** The airport has a zero-tolerance approach to FOD, and the Contractor may be subject to fines from the Airport, FAA, or other agencies for failure to properly manage FOD during construction activities.

13. Special Conditions. None

14. Runway and Taxiway Visual Aids – Marking, Lighting, Signs, and Visual Aids.

- a. General.** Airport markings, lighting, signs, and visual NAVAIDs directing aircraft to closed areas of the airport will be covered, removed, or disabled as required during construction.
- b. Markings.** Existing markings will remain.
- c. Lights / Signs.** Runway exit signs for closed taxiways to be covered during all phases of the project.

15. Marking and Signs for Access Routes. All applicable signs to be installed at the RSA and the TOFA on the service roads.

16. Hazard Marking, Lighting, and Signing. Low profile barricades with flashing red lights to be used for all pavement closures. Cones to be utilized to establish limits of construction haul routes. Barricade spacing may be varied (made smaller) to fit pavement widths but may not exceed 4 feet. Refer to plans sheets for exact locations of low-profile barricades.

17. Protection of Runway and Taxiway Safety Areas.

- a.** No work is to be conducted within the RSA or TSA while the runway or taxiways are open for aircraft operations.
- b.** Open trenches and excavations are not permitted within the TSA while the taxiway is open. All trenches and excavations must be backfilled prior to opening taxiway.

Other Limitations on Construction

- a. **Restrictions.**
 - i. The contractor shall be restricted to his designated staging and work area.
 - ii. All access to the construction work area will be through authorized access points and designated haul routes. When it is necessary for the contractor to work outside of the designated construction area, an escort will be required.
 - iii. All material or equipment entering or leaving the construction work area shall be escorted.
 - iv. The contractor's vehicles will follow and obey the directions of the escort at all times.
 - v. Large quantities of heavy hauling will need to be coordinated with the airport. In such instances, and at the airport's discretion, designated haul routes may be established so as not to require numerous individual escorts.
- b. Contractor may not use tall equipment (cranes, concrete pumps, etc.) unless a 7460-1 determination letter is issued for such equipment.
- c. The use of open flame welding or torches is prohibited unless fire safety precautions are provided, and airport operators have approved their use.
- d. The use of electrical blasting caps is prohibited on or within 1000 ft. of the airport property.
- e. The use of flare pots is prohibited within the AOA.

AIA REFERENCES

AIA Documents required for this project may be obtained from the Birmingham Chapter, American Institute of Architects, 107 South 21st Street, Birmingham, AL, telephone 205-322-4386, Ms. Rhea Williams, Executive Director. AIA Documents are "Consumables" and it is an infringement of the AIA copyright to reproduce blank documents.

DRAFT AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

<< >>< >>
<< >>

SURETY:

(Name, legal status and principal place of business)

<< >>< >>
<< >>

OWNER:

(Name, legal status and address)

<< >>< >>
<< >>

BOND AMOUNT: \$ << >>

PROJECT:

(Name, location or address, and Project number, if any)

<< >>
<< >>
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal)

(Seal)

« »

(Title)

« »

(Surety)

(Seal)

« »

(Title)



DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal
place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this
Bond:

« »

None

« »

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

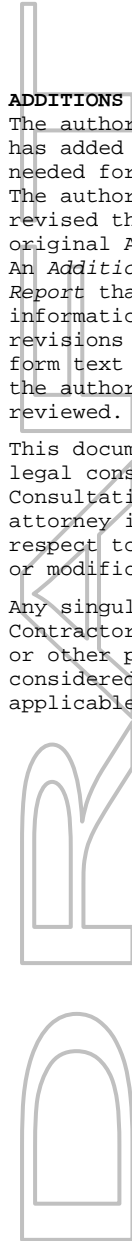
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:



None



See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
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ADDITIONS AND DELETIONS:

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

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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

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

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

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

Signature:

Name and Title: « »« »

Address: « »

AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- ☐ § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than _____ (\$) each occurrence, _____ (\$) general aggregate, and _____ (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than _____ (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than _____ (\$) each accident, _____ (\$) each employee, and _____ (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below.

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	<input type="checkbox"/> OWNER
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	<input type="checkbox"/> ARCHITECT
		CONTRACT DATE:	<input type="checkbox"/> CONTRACTOR
		PROJECT NOS:	<input type="checkbox"/> FIELD
			<input type="checkbox"/> OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703*, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$
2. NET CHANGE BY CHANGE ORDERS	\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETAINAGE:	
a. _____ % of Completed Work	\$
(Column D + E on G703)	
b. _____ % of Stored Material	\$
(Column F on G703)	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$
6. TOTAL EARNED LESS RETAINAGE	\$
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:	Date:
By: _____	
State of: _____	
County of: _____	
Subscribed and sworn to before	day of
me this	
Notary Public:	
My commission expires:	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED	\$
<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)</i>	

ARCHITECT:

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

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]



AIA Document G701™ – 2017

Change Order

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CERTIFICATE INFORMATION:

Certificate Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: (Name and address)

CONTRACT DATED:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address):*

CONTRACT INFORMATION:

Contract For:

Date:

Architect's Project number:

Proposal Request Number:

Proposal Request Date:

OWNER: *(name and address):*

ARCHITECT: *(name and address):*

CONTRACTOR: *(name and address):*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within

() days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE

AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

ASI INFORMATION:

ASI Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®] Document G714[™] – 2017

Construction Change Directive

PROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CCD INFORMATION:

Directive Number:

Date:

OWNER: *(name and address)*

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- ☐ Lump Sum (increase) (decrease) of \$
- ☐ Unit Price of \$ _____ per _____
- ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
- ☐ As follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY ☐

OTHER ☐

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

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal)

(Printed name and title)

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AIA Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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