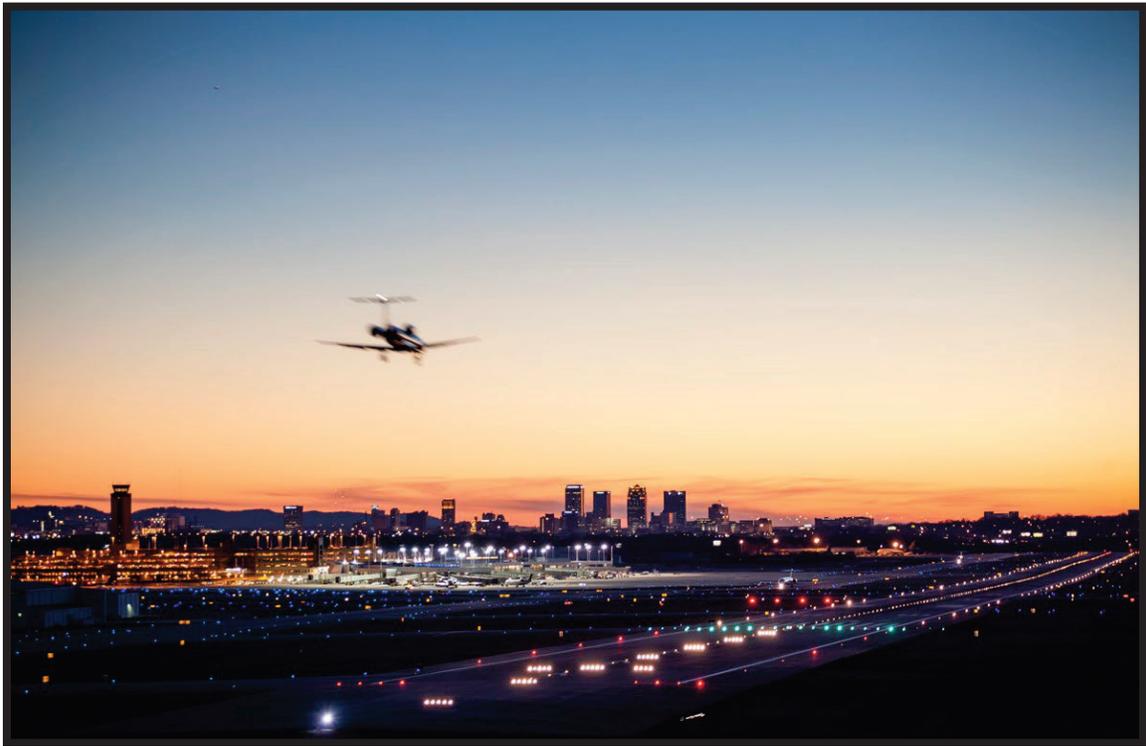


Request for Proposal (RFP) Automated Parking Guidance System



**Birmingham Airport Authority
PROPOSAL DEADLINE: APRIL 9, 2026**

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals for a qualified vendor (“Proposer”) to supply, install, integrate, and support a parking guidance system (“PGS”) for the Birmingham Shuttleworth International Airport’s (the “Airport”) parking deck in levels 2, 3, 4, 5, 6, and 7 as specified in the RFP. The parking deck consists of approximately 4,696 total parking spaces. These areas include covered/uncovered, electric vehicle (EV), handicap, and reserved parking spaces. A layout of the parking deck is attached hereto as [Appendix D](#). The PGS is intended to improve efficiency, operations, safety, security, and customer experience of parking operations at the Airport by providing real-time parking availability information, reducing vehicle search times, minimizing congestion, and optimizing space utilization. The PGS shall integrate with existing Airport parking, revenue control, and operations systems where applicable, support scalable future expansion, and enhance overall operational awareness for Airport staff while delivering clear, accurate guidance to the traveling public.

The goal of this request for proposal (“RFP”) is to enter into an agreement with the best-valued Proposer to perform the work and Services described in this RFP (the “Services”).

B. Proposed Scope of Work

See [Appendix A](#) attached to this RFP and made a part hereof (the “Scope of Services”).

C. Award of Agreement

As a result of this RFP, BAA plans to award two separate agreements to the selected Proposer(s) for (1) design-build and (2) software license and support services related to the Project (together, the “Agreement”). The form of design-build agreement is attached hereto as [Appendix E](#), and Proposer shall provide to BAA its form of software license and support agreement. The Agreement must include the terms and conditions set forth in Subsection D below.

D. Required Terms and Conditions of Agreement

- i. **Changes and Alterations:** BAA reserves the right to make any alterations to the Agreement as may be necessary due to changing conditions found during the Project. Proposer shall not claim forfeiture of contract by reasons of such changes by BAA. If such changes increase or decrease the amount of the work or materials, Proposer will be paid according to the quantity of product delivered at the prices established for such work under the Agreement. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Proposer must be submitted in writing and must be approved by the designated BAA Representative.
- ii. **Outside Estimates:** BAA reserves the right to obtain an outside estimate, or to have the product or services provided outside of the Agreement when it is in the best interest of BAA.
- iii. **Compliance with Laws:** Proposer shall obtain and maintain all licenses, permits, liability insurance, and workman’s compensation insurance, and maintain compliance

with all applicable federal, state, or local requirements and laws, including, without limitation, the Occupational Safety and Health Act of 1970 (29 CFR Part 1910) and the Fair Labor Standards Act (29 USC § 201, et seq.), during the term of the Agreement.

- iv. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specifications in this RFP. Materials and Services must comply with all applicable Federal, State, local and OSHA requirements.
- v. **Acceptance of Material:** The materials delivered shall remain the property of Proposer pending physical inspection and acceptance to the satisfaction of BAA, at which time and upon payment by BAA hereunder, title shall vest in BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, BAA reserves the right to cancel the order upon written notice to Proposer and return the product(s) to Proposer at Proposer's expense, and to invoke the provisions of the section titled "Default".
- vi. **Default:** Any Agreement made between BAA and Proposer can be cancelled by BAA in whole or in part via written notice, upon Proposer's non-performance or violation of contract terms. Proposer will be given 15 days to rectify the non- performance or violation. The defaulting Proposer shall be liable for costs to BAA in excess of the defaulted contract prices. Proposer shall continue the performance of the Agreement to the extent any part is not terminated under the provisions of this clause.
- vii. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate the Agreement at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving 15 days written notice to Proposer of such termination and specifying the effective date of the termination. Termination of the Agreement as provided herein shall release BAA from any further fees to be paid to Proposer after the date of termination, other than any unpaid fees earned for Services which were satisfactorily performed prior to the effective date of the termination and demobilization costs as more fully described in the Agreement.
- viii. **Guarantee:** Proposer shall unconditionally guarantee the materials and workmanship on all materials and/or Services for Proposer's specified guarantee period, which will be one year after the date of Substantial Completion of the Project, unless otherwise stated. For systems and finished products manufactured by third parties and for which a manufacturer's warranty has been assigned to BAA, the guarantee period shall be the manufacturer's warranty period. Within the guarantee period, if any defects occur which are due to faulty material and/or Services, Proposer shall repair, replace, and/or adjust such faulty material and/or Services to the complete satisfaction of BAA, and Proposer shall cooperate with BAA to pursue any third party manufacturer's warranties. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of BAA.
- ix. **Add/Delete Items:** During the term of the Agreement, items and/or Services may be added to and/or deleted from the Agreement upon agreement between Proposer and BAA.
- x. **Minority Business:** BAA encourages all Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) to participate.
- xi. **Indemnification:** Proposer hereby agrees to indemnify, defend and hold harmless BAA, City of Birmingham, Alabama, and their respective directors, council members,

agents and employees (collectively, "Indemnitees"), from and against all losses, claims, liabilities, injuries, damages, expenses, fines and penalties, including attorney's fees and expenses (collectively, "Losses"), that Indemnitees may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) arising out of or resulting from, in whole or part, the negligent and willful acts or omissions of Proposer, its employees, agents and sub-contractors in the performance of this Agreement. There is no expectation of any indemnification being provided to Proposer by BAA. Proposer is advised of the statutory immunity from tort claims applicable to BAA and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.

- xii. **Cure and Cover Clause:** If a successful Proposer fails, or BAA concludes that there is a reasonable likelihood that Proposer will not be able to timely perform its obligations under the Agreement, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after seven (7) days' written notice to Proposer: (A) Withhold any monies then or next due to Proposer; or (B) Terminate the Agreement and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Proposer and hold Proposer liable for any amounts paid to the third party (or parties) to the extent that withholding payments to Proposer does not cover BAA's cost of cover.
- xiii. **Subordination Clause:** The Agreement shall be subject and subordinate to the provisions of any existing or future agreements between BAA and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport ("Grant Assurances"). In the event that the Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, BAA has the right to amend, alter, or otherwise modify the terms of the Agreement solely as required to resolve such conflict or violation. Proposer further agrees that it shall not knowingly cause BAA to violate any Grant Assurances. The Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.
- xiv. **Badging Requirements and Fees; Other Expenses:** In order to perform Services on-site in secured areas of BAA's facilities, Proposer personnel are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Proposer personnel are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine in the amount of \$500. Proposer is responsible for paying all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Proposer may incur expenses to BAA or BAA may be charged for expenses of Proposer. Proposer will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Proposer any fees on completion of the Services and any badging fees, fines or other expenses owed by Proposer are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Proposer. If the amount due to BAA exceeds the amount of fees due to Proposer or there are no

fees then due to Proposer, BAA will invoice and Proposer 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 Proposer from competing for future contracting opportunities with BAA.

- xv. **Licenses:** If the Contract Sum is \$100,000.00 or more, or if Proposer is required to be licensed by the Alabama State Licensing Board for General Contractors, Proposer will certify in the Agreement that Proposer is currently licensed by the Alabama State Licensing Board for General Contractors and will provide its license number, bid limit and license classification in the Agreement. Proposer has all other licenses and permits required by the State of Alabama and the City of Birmingham, Alabama to perform the Services. Proposer represents that it has substantial experience with projects of this type and is familiar with the requirements of this type of Services. Proposer covenants with BAA to furnish its best skill and judgment in furthering the interests of BAA, to furnish efficient business administration and superintendence, to use its best efforts to furnish at all times an adequate supply of skilled workers and materials, and to perform the Services in an efficient manner.
- xvi. **Independent Proposer:** Nothing in the Agreement shall be deemed or construed to (1) make Proposer the agent or employee of BAA; or (2) create any partnership, joint venture, or other association between BAA and Proposer. Any direction or instruction by BAA in respect of the Services shall relate to the results BAA desires to obtain from the Services, and shall in no way affect Proposer's independent Proposer status as described herein.
- xvii. **Immigration:** BAA is committed to complying with all applicable immigration laws of the United States, including the Immigration Reform and Control Act of 1986, as amended, which act requires that all employees hired since 1986 provide proof of identity and employment eligibility before working in the United States. Proposer shall not place any of its employees at a BAA worksite, nor shall Proposer permit any of its employees, nor any of its contractors or subcontractors, or their respective employees, to perform any Services on behalf of or for the benefit of BAA without first verifying and ensuring their authorization to lawfully work in the United States. Proposer acknowledges, agrees, and warrants (a) that Proposer maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (b) that Proposer has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (c) that Proposer has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Proposer's senior management, (d) that Proposer has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Proposer, (e) that Proposer is without knowledge of any fact that would render any of its employees or any of its contractors or subcontractors, or their respective employees, ineligible to legally work in the United States, and (f) that Proposer will promptly notify BAA in writing in the event that any of its employees or any of its contractors or subcontractors, or their respective employees, that are working on BAA premises should lose authorization to legally work in the United States.
- xviii. **Nondiscrimination:** Proposer agrees to abide by the FAA Nondiscrimination Requirements set forth in Appendix B attached hereto and incorporated herein by reference.

- xix. **Insurance:** Proposer will, at its expense, obtain and maintain in full force and effect during the term of the Agreement, the applicable insurance coverages set forth in Appendix C attached hereto and made a part hereof. Proposer acknowledges and agrees that there are different coverages required for airside and non-airside Services, and the parties will specify in the Scope of Work whether the Services are airside or non-airside. All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have a minimum A.M. Best financial rating of A minus, 8 (A-, VIII). All such insurance policies shall provide that coverage is primary and non-contributory, include a waiver of subrogation, and provide BAA with at least thirty (30) days prior written notice of any cancellations or modification thereof. BAA shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies. The additional insureds provision shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents, and employees. Proposer shall provide BAA with copies of the insurance policies or certificates evidencing that the required coverages are in place. Certificates of Insurance shall be filed with BAA prior to commencement of the Services on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to BAA. If such insurance coverages are not issued on an occurrence basis, such insurance coverages are required to remain in force after the termination or expiration of the Agreement. If such insurance coverages are required to remain in force after the expiration or termination of the Agreement, an additional certificate evidencing continuation of such coverage shall be submitted prior to final payment to Proposer. If Proposer's coverage is written on a claims-made basis, Proposer shall also provide tail coverage to include claims made after the completion of the Services for the required statute of repose. In the event Proposer fails to furnish BAA with evidence of insurance and maintain the insurance as required, BAA 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 Proposer, and Proposer agrees to promptly reimburse BAA for the cost thereof. Payment shall be made within thirty (30) days of invoice date. If Proposer has any sub-Proposer performing any of the Services, subcontractor is subject to the same insurance requirements outlined in Appendix C as are applicable to Proposer.

E. **Terms and Conditions of this RFP**

- i. **Terms and Conditions:** Proposer agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or BAA's terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with Proposer's proposal submitted in response hereto (the "Proposal"). Proposer acknowledges that taking exceptions to this RFP may subject the Proposal to rejection.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Purchasing Department at eseoane@flybhm.com in order to be considered. Proposer shall not attempt to discuss any aspects of the request with any party other than the recipient for the email address described in this RFP. No verbal agreements will be considered during the

Proposal process. BAA reserves the right to reject the Proposal of any Proposer violating this provision.

- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this RFP to constitute a proper Proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of BAA to reject any Proposal.
- iv. **Errors:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Proposers are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Proposer has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of the Proposal. All documents submitted must be legible.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of BAA. If changes or modifications are made without the approval of BAA, the Proposal submitted by Proposer may be rejected. BAA reserves the right to make any alterations to this RFP as may be necessary due to changing conditions found during the Project.
- vi. **Compliance with Laws:** Proposer shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements in submitting a Proposal and during the RFP process.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Reimbursement:** BAA will not reimburse Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and/or per diem costs that are incurred.
- ix. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this RFP submitted by Proposers shall become the property of BAA when received. Once an award is made, all excess copies at Proposer's request may be destroyed.
- x. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a Proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Proposer. BAA reserves the right to reject or disregard any or all Proposals, to negotiate with any or all Proposers, and/or to enter an Agreement or Agreements with any Proposer or Proposers for any or all of the Services described herein. BAA is not obligated to respond to any statement or Proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
- xi. **Reservation of Rights:** BAA reserves the right: (a) to award an Agreement on individual items, or on the entire list of items; and (b) to reject any or all Proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the Proposals; and (d) to accept the Proposal that is in the best interest of BAA; and (e) to obtain

clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Proposer or purchase any goods and/or Services resulting from this request; and (g) to reject any Proposer who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Proposer whom investigation shows Proposer is not in a position to perform the Project and/or service as specified in this RFP.

- xii. **Basis of Award:** The basis of evaluation will be best value and Proposer availability to seek or exceed BAA's specifications and requirements. The Agreement is subject to be awarded to the most responsive and responsible Proposer whose Proposal is evaluated to be the most advantageous to BAA considering price and other factors. The award can be made to one or multiple Proposers, whichever is in the best interest of BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted Services if the primary supplier cannot make provision to BAA when time is of the essence.

II. Submittal Requirements

A. Selection Process

This is a best value procurement process. This method is defined as “a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction.”

A Proposal will be solicited from all interested Proposers. The Proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Proposer. A cost proposal must also be included.

BAA's selection committee will review all responsive Proposals based on the criteria listed in this RFP and create a ranking of Proposers.

Short-listed Proposers may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the highest ranked Proposer based solely upon Proposals if sufficient information is included in the Proposal. In such case and as described in Section IV.D. below, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked Proposer and engage in negotiation of the Agreement for the Project.

B. Project Proposal

Please submit five (5) hard copies and one (1) electronic copy (via USB flash drive) of your Proposal to the address below. Please include the cost proposal in a separate hard copy and electronic copy in the Proposal.

Contact: Ed A Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Deliveries can also be made in-person to BAA Office located on the ground level of the Terminal Building (located at the above address).

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybirmingham.com by the deadline identified for questions/clarifications (see timeline).

Project Proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a Proposal, Proposer agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

C. Project Proposal Format

Proposers' Proposal shall be no longer than twenty-five (25) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Proposer Overview and Capability to Perform All Aspects of the Scope of Services:** Detail the overall structure of Proposer and any unique operating characteristics that may enhance the Project's overall success. This should include but is not limited to: relevant Services provided by Proposer, office locations, and total number of employees providing relevant Services.
- ii. **Recent Proposer Experience in Performing Similar Services:** Discuss relevant Services completed at other airports and facilities within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of Services provided, outcome of Services provided, quality of Services provided, and applicability to the Scope of Services. Identify Proposer's role as either a prime or sub-Proposer and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Proposed equipment, specifications/capacity, and warranty. Lead time for equipment. Discuss the scope of work and how Proposer will provide the desired Services. This includes recommendations on how to achieve the scope of work including a proposed design, safety, and phasing plan. Proposed schedule to complete this work. Nighttime work is available. Identify the operational safety procedures to be employed while performing the desired Services. Detail how Proposer will perform quality control throughout the Agreement term. Identify Proposer's plan for communication with BAA throughout the Agreement term.
- iv. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format. Provide proposed payment terms.

D. Project Proposal Selection Criteria

Proposals will be evaluated based on the proposer's ability to meet the performance requirements of this RFP. To be deemed responsive, it is important for each proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. A Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure to submit any information requested may result in the elimination of the Proposal from further

evaluation and consideration. The evaluation and selection will be based on the following:

- i. Proposer’s capability to perform all aspects of the Scope of Services.
- ii. Proposer’s proposed approach to the Services at BHM
- iii. Proposer’s recent experience in performing similar Services.
- iv. Proposer’s proposed cost

E. **Tentative RFP Timeline**

All deadlines are by 2:00 P.M. Central Time on each respective date.

RFP Posted	February 17, 2026
Mandatory Pre-Submittal Meeting	March 12, 2026
Mandatory Site Visit	March 12, 2026
Deadline for Proposal Questions/Clarifications	March 19, 2026
Proposal Deadline	April 9, 2026
Proposer Recommendations / Master Service Agreement Date	May or June 2026

F. **Mandatory Pre-Submittal Meeting and Site Visit**

A **mandatory** pre-submittal meeting is scheduled for **March 12, 2026, at 2:00 PM** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit will be available **immediately after pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Jordan Howard at Jhoward@flybhm.com by close of business on March 11, 2026.

APPENDIX A

SCOPE OF SERVICES

Scope:

Proposer shall design and install a camera-based PGS in the garage structure, including the roof.

The new system shall incorporate the best available technology for vehicular parking guidance, both on the approach roadways and inside the garages, including: license plate recognition capability (LPR), closed-circuit television (CCTV) camera capability, variable and fixed sign directed wayfinding, available spaces counting and identification, find your car locating capability, and mobile phone applications.

The new PGS shall have the ability to enhance revenue by facilitating tiered rate structures for; season, time of day, location, premium area, and designated reserved parking spaces, etc. These tiered rate structures shall be affected electronically, without the need for construction of physical fences or corrals. They shall be easily modified by simple reprogramming as deemed necessary by the Birmingham Airport Authority. The new PGS must be seamlessly integrate with the Authority's Revenue Control System. The new system shall have license plate recognition capability (LPR). The new system must also be capable of generating a variety of analysis reports to measure capacity, usage in areas of the garages, trends, etc.

Cameras must be able to see all parking spaces. Camera housing shall be IP 64 or better.

Cameras shall be mounted in such a way that they are not subject to being hit by vehicles. They must be placed so as to not lower the parking deck's existing height restrictions. Daily Parking clearance is depicted as 6 feet 2 inches and Hourly Parking clearance is depicted as 6 feet 8 inches. It is Proposer's responsibility to take measurements in the garages to meet this requirement.

Surveillance: The new closed-circuit television (CCTV) camera capabilities shall be suitable for surveillance purposes, providing adequate resolution, frames per second, and a customizable retention period.

Indicator lights on the cameras or over the parking stalls shall have the capability of displaying a minimum of 16 colors.

The system shall have the capability to alert the operator in the case of an unreadable or missing license plate.

The new PGS shall store data on the Authority's servers. The Authority Server Requirements are:

1. Data for the new system shall reside on Authority servers. The PGS application must be capable of running on a virtual Windows 2022 server.
2. The selected Proposer shall work with the Authority's network administrator to install and configure the server.
3. Kiosks. The PGS shall provide a find-your-car feature for returning Airport patrons. There are 4 baggage claim areas on the ground floor corresponding to the three concourses A, B and C. Walkways take returning passengers from the bag carousel areas across to the parking garage levels. There are nominally

5 threshold locations for returning passengers to access the garages. Proposer shall evaluate the baggage claim area in detail to determine the exact number and locations for find-your-car information kiosks.

4. Applications. Proposer shall develop a cell phone application in iPhone and Android formats. The cell phone application shall, as a minimum, provide for these Services:

- Indicate the number of spaces currently available in each of the six levels.
- Provide guidance on Messer Airport Highway to the desired garage entrance.
- A find your car capability, similar to the fixed kiosks.
- And the ability to review differentially priced parking opportunities, where applicable

5. Reporting. The PGS shall provide for these reports as a minimum:

- Average length of stay – configurable time period, by facility and level.
- Frequency of turnover of spaces – configurable by time period, by facility and level.
- Heat maps displaying usage – configurable time period, by facility and level.
- Facility activity – configurable by time period, facility and level.
- Inventory listing – configurable by time period, by facility and level.
- Capacity / spaces available by numbers or % - facility / level

In addition, the PGS shall have the ability for the user to create custom reports. Proposer shall provide training in the creation of custom reports.

6. Roof system. Proposers shall describe in their proposal how they would address vehicular wayfinding, inventory management, available spaces counting, and find your car capability for the areas on the top level (roof) of the garage. The proposed method will require approval from the Authority. There is a separate line item in the Proposal Form for the roof areas system.

A. Vehicular Wayfinding Signage – Fixed and Variable

Proposer shall provide a minimum of two (2) new variable (or dynamic) message signs on the approach roadways, which will indicate the number of currently available spaces in each of the garage levels. These signs shall be powered so as to provide continuous service 24 hours a day in all weather conditions. These signs should go into service no later than when the parking garage's PGS goes into service. Proposer shall obtain all required approvals for the signs including but not limited to: ALDOT, City of Birmingham, and Birmingham Airport Authority.

Provide new variable message signs at each of the entrances to the garage, which will indicate the number of currently available spaces in that garage. In addition, provide similar variable message signs at the entrance of each parking level indicating the number of currently available spaces on that level.

Once on a parking level, there should be variable signs at each decision point, which guide the customer straight, left, or right, with the number of available spaces in each direction indicated, and the direction to premium parking areas.

On each parking level, there should also be variable signs at each decision point, which guide the customer to the parking deck's exit.

Proposer shall submit with their proposal, a photo or drawing of the proposed variable signs with an estimate of the number of each type of sign required, and a location plan.

The selected Proposer shall submit plans and details for the proposed variable message vehicular wayfinding signs for review and approval prior to installation.

Provide fixed signs to include unchanging traffic patterns such as; no left turn, do not enter, entrance, exit, etc. These fixed traffic signs shall be physically attached to the garage structure, not painted on.

B. Schedule

Proposer shall submit a proposed project schedule. Indicate the proposed term, defined as number of total calendar days from contract award to the initiation of the proof-of-concept phase, through to other project phase milestones, and to substantial completion and beneficial use, including commissioning.

Work shall begin on the second floor of the garage as the first floor is currently undergoing a repurposing to rental car usage. This includes the ramp that leads from the first floor to the second floor of the parking garage. The schedule should accommodate any other unrelated work in the garage.

The garage will remain open during work. The installation shall minimize the impact to operations.

No more than 100 parking spaces can be out of service in a particular part of the garage at any one time. Additional parking space outages must be requested and approved in advance.

C. Training, Maintenance and Support

A minimum of 100 hours of training for Authority personnel shall be provided on the new system.

Spare parts stock consisting of 10% of the total number of camera pods shall be provided and stored on-site.

Proposer shall provide one (1) full year of hardware preventive maintenance and software support, from the date of formal system acceptance, at no additional cost. At the end of the initial year, Proposer shall train and certify an on-site technician designated by the Authority.

Proposer shall submit with their proposal, a detailed cost proposal for on-going preventative maintenance and software support for an additional four years. Preventive maintenance can be provided by Proposer, or a preapproved subcontracted third party. Coverage shall be 24 hours a day, 7 days a week, 52 weeks a year. Response time cannot exceed two (2) hours.

Proposer shall submit a protocol for protection of the PGS equipment during activities such as power washing, painting, and concrete repairs, so as to protect the equipment from water, dust, vibration, etc. Submit a brief summary of these requirements with the Proposal.

D. Warranty

Proposer shall provide a two (2) year joint and severable warranty on all of the equipment and the installation from the date of formal system acceptance, and an additional four (4) year warranty on all PGS equipment.

OVERVIEW OF PROPOSER'S RESPONSIBILITIES

Proposer shall provide complete turn-key Services, acting as overall project manager, developing the engineering designs and specifications necessary to implement the Project, managing the Project through installation, and providing two years of operational support and maintenance.

The services to be provided by the Proposer will include the following:

A. Pre-Development/Design Phase:

- proof of concept
- basis of design memorandums
- Authority approval
- DOT approval (if needed)
- design services;
- obtain all required permits; and

B. Construction/Implementation Phase:

- equipment procurement and purchasing;
- installation of the selected Parking Guidance, Lighting, Electrical, and Signage;
- construction waste management including material separation and recycling hazardous waste disposal or recycling; and

C. Commissioning Phase:

- functional testing and commissioning of each installed phase of the Project by garage,
- and the total system as a whole;
- continuing operations and maintenance for one year;
- full operations and maintenance manual with cut sheets, service information, and retro-commissioning standards; and
- staff training on routine maintenance and operation of systems

The Proposer shall conduct weekly job meetings, prepare minutes of the meeting and distribute the following:

D. As-Built Record Drawings:

The Proposer shall prepare As-Built Record Drawings of all work as actually installed. All drawings for the entire project shall print to scale at 22 inches by 34 inches sheet size. Submit as digital files in both .PDF and .DWG editable formats. As-Builts shall be submitted monthly with the Payment Applications, illustrating the work installed during that period

E. Attachments:

Appendix D: Garage layout

Appendix D shows drawings of the parking garage from 2012. These drawings may not accurately reflect current conditions. The “valet” section on the third floor no longer exists and has been repurposed for daily parking. The Proposer shall field verify actual conditions, prepare their own scaled base maps, and design the parking guidance system, signage, and lighting systems accordingly.

APPENDIX B

FAA NONDISCRIMINATION REQUIREMENTS

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

This provision obligates Proposer for the period during which 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.** During the performance of the Agreement, Proposer, for itself, its assignees and successors in interest (hereinafter referred to as, the “Proposer”), agrees as follows:

1. **Compliance with Regulations:** Proposer (hereinafter includes consultants) 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:** Proposer, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Proposer 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 including attachments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Proposer 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 Proposer of Proposer’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Proposer 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 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 Proposer is in the exclusive possession of another who fails or refuses to furnish the information, Proposer will so certify to 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 Proposer's noncompliance with the non-discrimination provisions of this contract, 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 Proposer under the Agreement until Proposer complies; and/or
 - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Proposer 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. Proposer will take action with respect to any subcontract or procurement as BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Proposer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request Proposer to enter into any litigation to protect the interests of BAA. In addition, Proposer 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.** Proposer 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 Proposer 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, 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, Proposer, 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 U.S.C. § 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), including amendments thereto;
 3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 5. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **Airport and Airway Improvement Act of 1982** (49 U.S.C. § 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 Proposers, 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 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
 9. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- D. **DBE.** Proposer 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 Proposer at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Proposer 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.

APPENDIX C
INSURANCE REQUIREMENTS
(NON-AIRSIDE SERVICES)

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 Proposer'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

1. **Requirement:** Proposer provide coverage for Proposer'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 Proposer
3. 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 Proposer as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Professional Liability \$1,000,000

APPENDIX D
Garage Layout

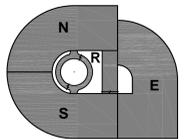


**Birmingham -
Shuttlesworth
International
Airport
Parking Deck
Restoration /
Rehabilitation
Project**

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE	REV. NO.	DATE	DESCRIPTION

11-01-2013 ISSUED FOR BIDS

1 09-20-2012 PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544.04
DRAWN BY: JST
CHECKED BY: JMK, FJGE

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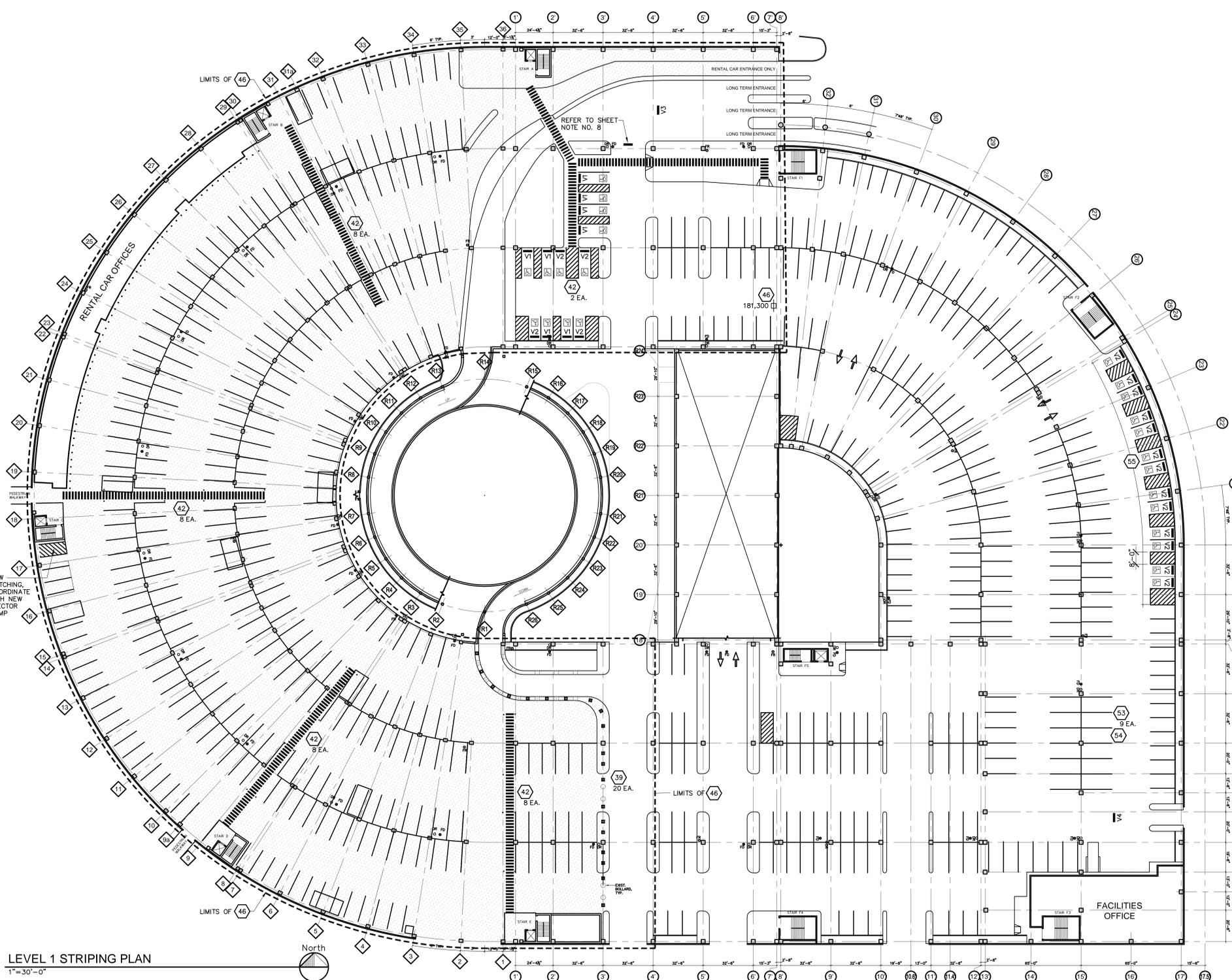
SHEET TITLE
LEVEL 1 STRIPING PLAN

AP101

SPACE TABULATION CHART

LEVEL	RENTAL CAR STORAGE SPACES*	VALET CAR STORAGE SPACES**	LONG TERM PARKING			SHORT TERM PARKING			TOTAL
			REGULAR SPACES	STANDARD ACCESSIBLE SPACES	VAN ACCESSIBLE SPACES	REGULAR SPACES	STANDARD ACCESSIBLE SPACES	VAN ACCESSIBLE SPACES	
1	313	-	281	12	13	-	-	-	619
2	-	-	888	10	-	-	-	-	898
3	-	-	514	-	-	252	11	-	839
4	-	-	888	10	-	-	-	-	898
5	-	-	762	10	-	-	-	-	772
6	-	-	664	10	-	-	-	-	674
7	-	-	575	10	-	-	-	-	585
TOTAL	313	62	4,572	62	13	252	11	-	5,285

* QUANTITY OF RENTAL CAR STORAGE SPACE IS APPROXIMATE AND IS INCLUDED FOR INFORMATION ONLY. THEY ARE NOT INCLUDED IN REQUIRED ADA COMPUTATIONS.
** QUANTITY OF VALET CAR STORAGE SPACE IS APPROXIMATE AND IS INCLUDED FOR INFORMATION ONLY. THEY ARE NOT INCLUDED IN REQUIRED ADA COMPUTATIONS.



LEVEL 1 STRIPING PLAN
1"=30'-0"

SHEET NOTES

- REFER TO DRAWING G002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
- WHERE EXISTING STRIPING IS TO BE ELIMINATED OR CONFLICTS WITH CURRENT TRAFFIC FLOW, CONTRACTOR SHALL MECHANICALLY REMOVE EXISTING STRIPING (EXTRA PASS W/ SHOT BLASTER, GRIND, ETC.).
- ALL EXISTING STRIPING CONFLICTING WITH NEW STRIPING SHALL BE ELIMINATED.
- STALL DIMENSION GIVEN APPLY TO NARROWEST PORTION OF SPACE.
- EXISTING THERMOPLASTIC AND/OR VINYL PAVEMENT MARKINGS AT PEDESTRIAN WALKWAYS ARE TO REMAIN.
- THERE WILL BE NO RESTRIPING WITHIN RENTAL CAR AREA.
- REMOVE MESSAGE FROM EXISTING NORTH FACE. RAISE EXISTING SIGN TO 7'-0" HEIGHT ABOVE FLOOR.

LEGEND

- | | | | | | |
|--|--|---|--|--|---|
| = RENTAL CAR AREA (LEVEL 1) | = REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.) | = REMOVE EXPANSION JOINT SYSTEM AND RECONDITION OPENING AS REQUIRED, REFER TO DETS. 1-8/SR512 | = PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR503 | = RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401 | = REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900 |
| = DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511 | = WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502 | = PROVIDE NEW EXPANSION JOINT SYSTEM, REFER TO DETS. 9-13/SR512 | = ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD. | = PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501 | = ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS. |
| = DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511 | = COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502 | = CLEAN AND PAINT FACADE WELD CONNECTIONS, REFER TO SPECIFICATION SECTION 09900 | = PROVIDE PRECAST CONCRETE BOLLARD, REFER TO DET. 8/AP501 | = REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501 | = PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN. |
| = TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501 | = BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502 | = CLEAN & SEAL PRECAST FACADE PANELS, REFER TO SPECIFICATION SECTION 09350 | = REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502 | = CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900 | = PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501 |
| = TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DETS. 18/SR501 | = REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 1,2/SR504 | = REMOVE AND REPLACE FACADE SEALANTS (SILICONE), REFER TO DET. 7/SR511 | = PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504 | = CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511 | = BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM |
| = TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501 | = ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511 | = REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502 | = STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401 | = CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR501 | = BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM |
| = TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 6/SR501 | = ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 15,16/SR511 | = REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502 | = STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401 | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | = CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301 |
| = REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DETS. 4,5,9/SR501 | = PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 9/SR504 | = RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | = CORROSION INHIBITOR AT STAIR LANDINGS, REFER TO SPEC SECTION 07180 | = CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900 | = CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301 |
| = CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DETS. 4,5,9/SR501 | = PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 5/SR511 | = REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | = CONCRETE WASH AT STAIR TOWER, REFER TO DET. 14/SR501 | = PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | = RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES |
| = TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501 | = PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511 | = CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900 | = REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 2-4/SR401 | = PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | = PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504 |
| = PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501 | = REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503 | = PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 10/SR401 | | |
| = REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502 | = ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT STEEL FRAMING, REFER TO DET. 7-11/SR503 | = ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD. | | |

Carl Walker, Inc. : DRAWING_Z:\PST PROJECTS\2011 PROJECTS\2011 Parking Structure Projects\B1-2011-544 Birmingham Airport Garage (JMK)\CAD\Phase 4\01-2011-544-AP101.dwg - Friday, November 01, 2013, 2:47pm -JoahT

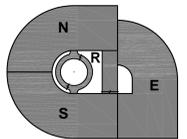


Birmingham -
Shuttlesworth
International
Airport
Parking Deck
Restoration /
Rehabilitation
Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE NO. DATE DESCRIPTION

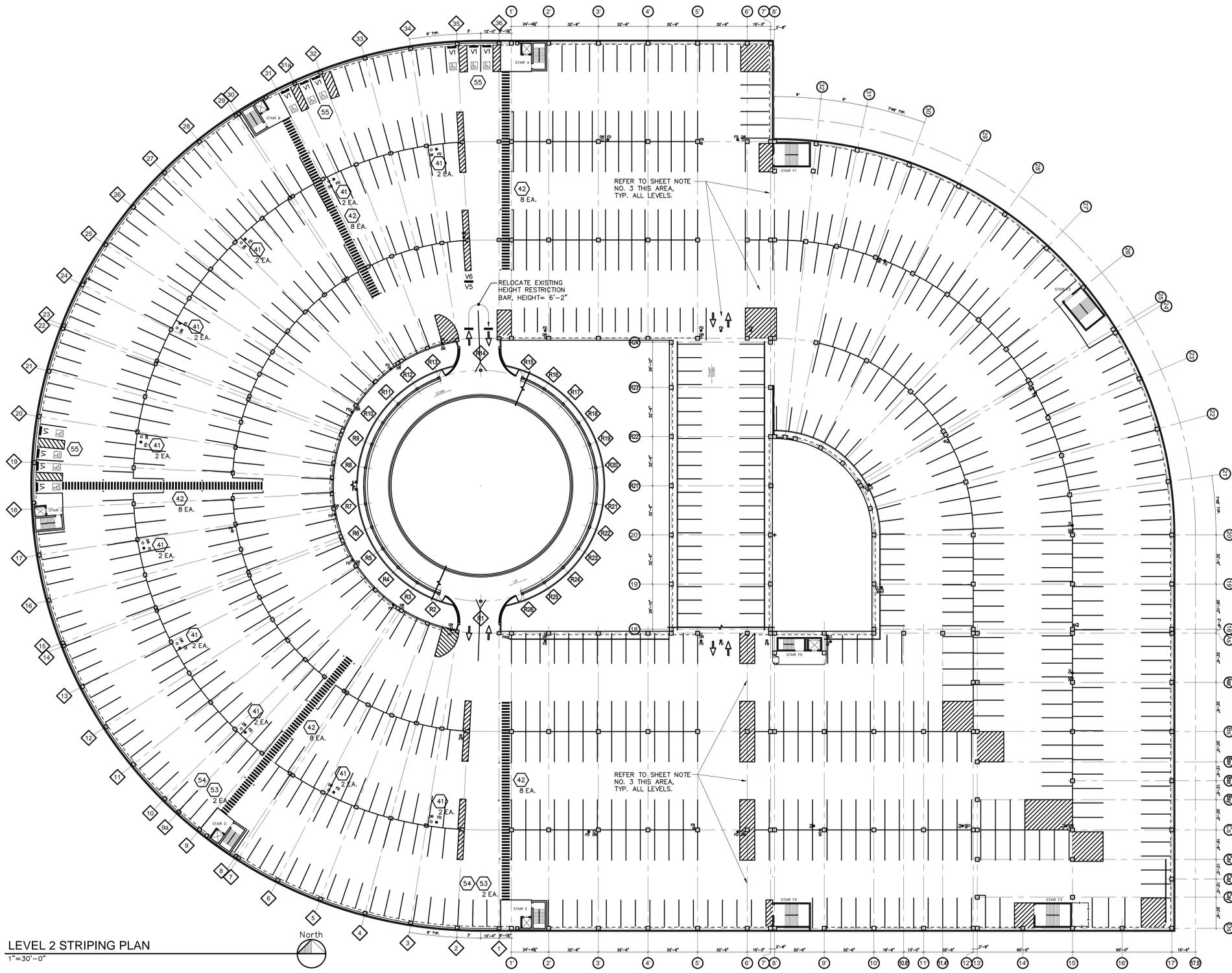
ISSUE NO.	DATE	DESCRIPTION
1	11-01-2013	ISSUED FOR BIDS
1	09-20-2012	PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544.04
DRAWN BY: _____ JST
CHECKED BY: _____ JMK, FJGE

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SHEET TITLE
LEVEL 2 STRIPING PLAN

AP102



LEVEL 2 STRIPING PLAN
1"=30'-0"

SHEET NOTES

- REFER TO DRAWING G002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE UNLESS NOTED OTHERWISE. NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
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- ALL EXISTING STRIPING CONFLICTING WITH NEW STRIPING SHALL BE ELIMINATED.
- STALL DIMENSION GIVEN APPLY TO NARROWEST PORTION OF SPACE.
- EXISTING THERMOPLASTIC AND/OR VINYL PAVEMENT MARKINGS AT PEDESTRIAN WALKWAYS ARE TO REMAIN.

LEGEND

- | | | | | | | | | | |
|--|--|--|--|--|---|--|--|--|---|
| | = RENTAL CAR AREA (LEVEL 1) | | = REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.) | | = PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR503 | | = RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401 | | = REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900 |
| | = DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502 | | = ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD. | | = PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501 | | = ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS. |
| | = DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502 | | = PROVIDE PRECAST CONCRETE BOLLARD, REFER TO DET. 8/AP501 | | = REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501 | | = PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN. |
| | = TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501 | | = BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502 | | = REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502 | | = CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501 |
| | = TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DET. 18/SR501 | | = REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 7/SR511 | | = PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504 | | = CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511 | | = BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM |
| | = TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501 | | = ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511 | | = REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502 | | = CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301 | | = BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM |
| | = TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 6/SR501 | | = ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 15,16/SR511 | | = REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502 | | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | | = CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301 |
| | = REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DET. 15/SR501 | | = PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 6/SR504 | | = RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301 |
| | = CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DETS. 4,5,9/SR501 | | = PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 5/SR511 | | = REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = SQUARE FOOT |
| | = TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501 | | = PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511 | | = CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = EXISTING FLOOR DRAIN |
| | = PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501 | | = REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503 | | = RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES | | = SUPPLEMENTAL FLOOR DRAIN |
| | = REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502 | | = ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 SIM. | | = ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD. | | = PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504 | | = EXISTING STORM DRAIN RISER/PIPING |

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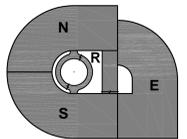


Birmingham - Shuttlesworth International Airport Parking Deck Restoration / Rehabilitation Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE DATE DESCRIPTION

ISSUE NO.	DATE	DESCRIPTION
1	11-01-2013	ISSUED FOR BIDS
1	09-29-2012	PERMITS & CONSTRUCTION

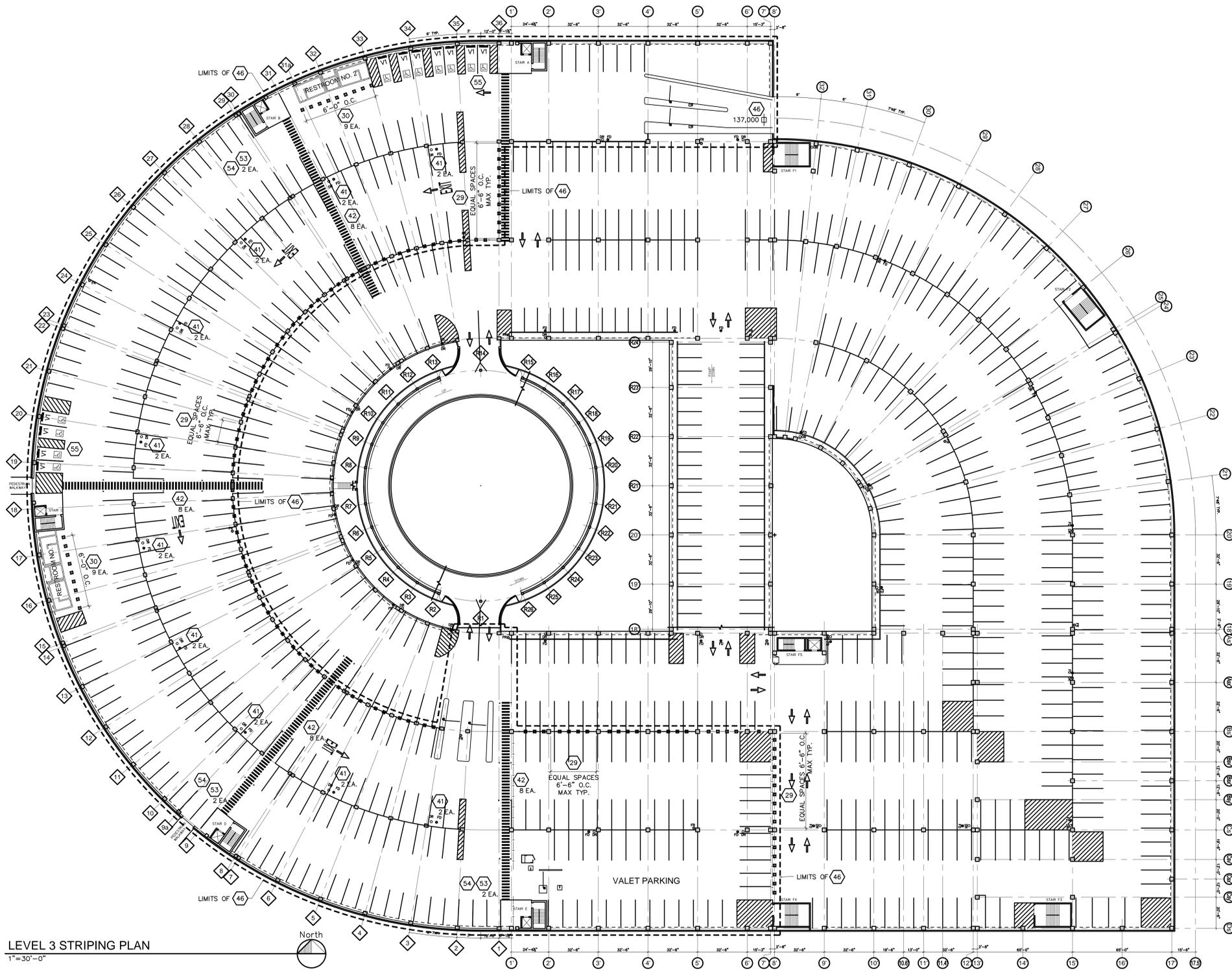
PROJECT NO. R1-2011-544.04
DRAWN BY: JST
CHECKED BY: JMK, FGE

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SHEET TITLE
LEVEL 3 STRIPING PLAN

Legend symbols:
SF = SQUARE FOOT
FD = EXISTING FLOOR DRAIN
SFD = SUPPLEMENTAL FLOOR DRAIN
DR = EXISTING STORM DRAIN RISER/PIPING
FR = EXISTING FIRE PROTECTION RISER/PIPING
NB = NEW PRECAST CONCRETE BOLLARD

AP103



LEVEL 3 STRIPING PLAN
1"=30'-0"

SHEET NOTES

- REFER TO DRAWING G002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
- WHERE EXISTING STRIPING IS TO BE ELIMINATED OR CONFLICTS WITH CURRENT TRAFFIC FLOW, CONTRACTOR SHALL MECHANICALLY REMOVE EXISTING STRIPING (EXTRA PASS W/ SHOT BLASTER, GRIND, ETC.).
- ALL EXISTING STRIPING CONFLICTING WITH NEW STRIPING SHALL BE ELIMINATED.
- STALL DIMENSION GIVEN APPLY TO NARROWEST PORTION OF SPACE.
- EXISTING THERMOPLASTIC AND/OR VINYL PAVEMENT MARKINGS AT PEDESTRIAN WALKWAYS ARE TO REMAIN.

LEGEND

	= RENTAL CAR AREA (LEVEL 1)		= DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511		= DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511		= TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501		= TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DETS. 18/SR501		= TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501		= TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 15/SR501		= REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DETS. 4,5,9/SR501		= CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DET. 11/SR501		= TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501		= PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501		= REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502		= REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.)		= WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502		= COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502		= BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502		= REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 15,16/SR511		= ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511		= ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 1,2/SR502		= PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 6/SR504		= PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 5/SR511		= PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511		= REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511		= ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511		= REMOVE EXPANSION JOINT SYSTEM AND RECONDITION OPENING AS REQUIRED, REFER TO DETS. 1-8/SR512		= PROVIDE NEW EXPANSION JOINT SYSTEM, REFER TO DETS. 9-13/SR512		= CLEAN AND PAINT FACADE WELD CONNECTIONS, REFER TO SPECIFICATION SECTION 09900		= CLEAN & SEAL PRECAST FACADE PANELS, REFER TO SPECIFICATION SECTION 09350		= REMOVE AND REPLACE FACADE SEALANTS (SILICONE), REFER TO DET. 7/SR511		= REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502		= REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502		= RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM		= REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM		= CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900		= PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503		= PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT STEEL FRAMING, REFER TO DET. 7-11/SR503		= PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR503		= ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 8/AP501		= PROVIDE PRECAST CONCRETE BOLLARD, REFER TO DET. 8/AP501		= REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502		= PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504		= STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401		= STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401		= CORROSION INHIBITOR AT STAIR LANDINGS, REFER TO SPEC SECTION 07180		= CONCRETE WASH AT STAIR TOWER, REFER TO DET. 14/SR501		= REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 2-4/SR401		= PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 10/SR401		= ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 5/SR504		= RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401		= PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501		= REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501		= CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900		= CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511		= CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR501		= ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511		= CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900		= PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502		= PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502		= RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES		= PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504		= REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900		= ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS.		= PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN.		= PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501		= BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM		= BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM		= CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301		= CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301		= SQUARE FOOT		= EXISTING FLOOR DRAIN		= SUPPLEMENTAL FLOOR DRAIN		= EXISTING STORM DRAIN RISER/PIPING		= EXISTING FIRE PROTECTION RISER/PIPING		= NEW PRECAST CONCRETE BOLLARD
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Carl Walker, Inc. : DRAWING Z:\PST PROJECTS\2011 PROJECTS\2011 Parking Structure Projects\R1-2011-544 Birmingham Airport Garage (JMK)\CAD\Phase 4\01-2011-544-AP103.dwg - Friday, November 01, 2013, 2:49pm - jkabt

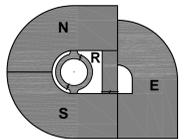


Birmingham - Shuttlesworth International Airport Parking Deck Restoration / Rehabilitation Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE	REV. NO.	DATE	DESCRIPTION

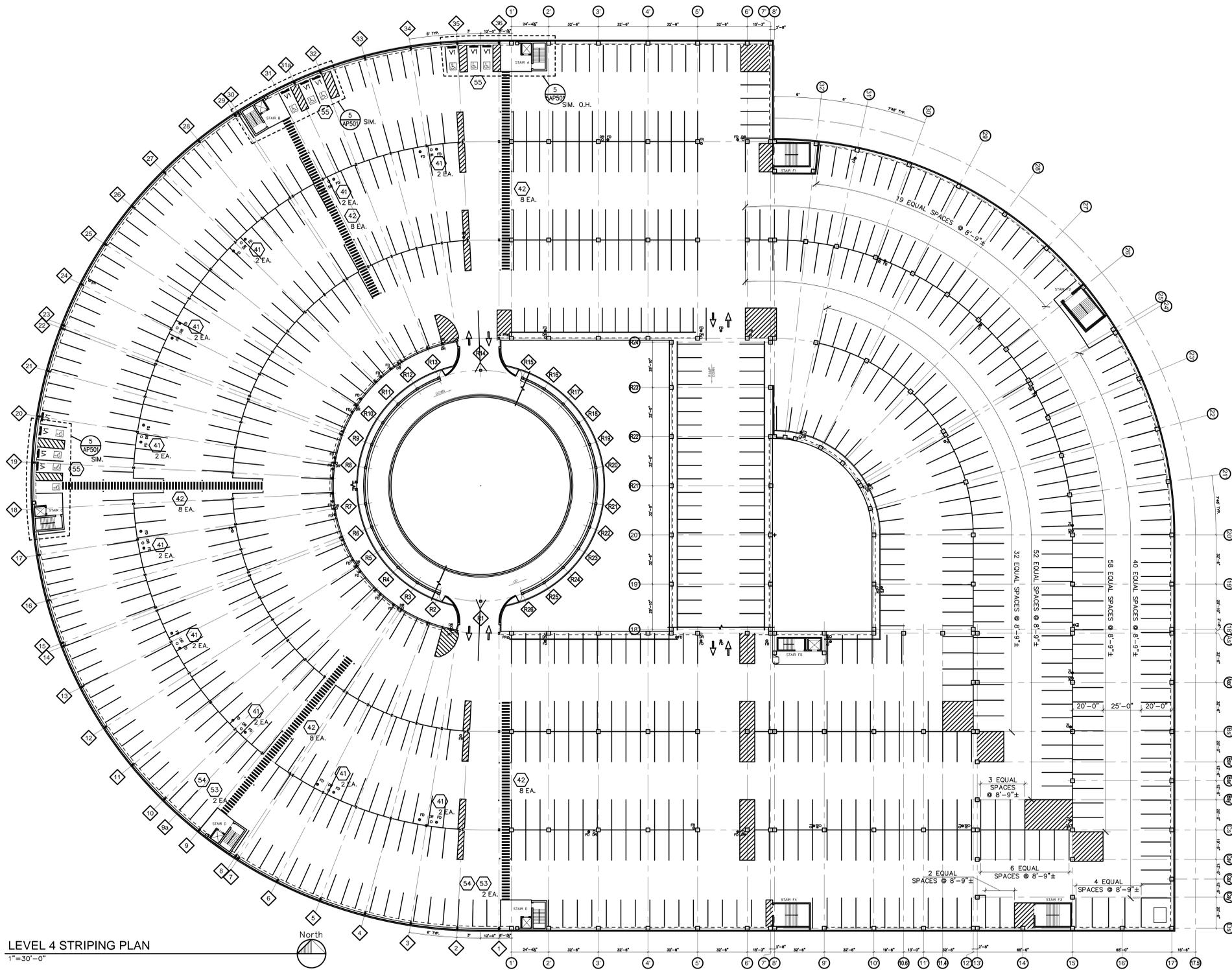
11-01-2013	ISSUED FOR BIDS
1	09-20-2012 PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544.04
DRAWN BY: _____ JST
CHECKED BY: _____ JMK, FJGE

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SHEET TITLE
LEVEL 4 STRIPING PLAN

AP104



LEVEL 4 STRIPING PLAN
1"=30'-0"

SHEET NOTES

- REFER TO DRAWING G002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
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- ALL EXISTING STRIPING CONFLICTING WITH NEW STRIPING SHALL BE ELIMINATED.
- STALL DIMENSION GIVEN APPLY TO NARROWEST PORTION OF SPACE.
- EXISTING THERMOPLASTIC AND/OR VINYL PAVEMENT MARKINGS AT PEDESTRIAN WALKWAYS ARE TO REMAIN.

LEGEND

	= RENTAL CAR AREA (LEVEL 1)		= REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.)		= PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 7/SR401
	= DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511		= WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502		= ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 11/AP501
	= DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511		= COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502		= REMOVE EXISTING SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501
	= TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501		= BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502		= REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502
	= TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DETS. 18/SR501		= REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 7/SR511		= PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504
	= TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501		= ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511		= STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401
	= TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 6/SR501		= ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 15,16/SR511		= STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401
	= REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DETS. 4,5,9/SR501		= PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 5/SR504		= CORROSION INHIBITOR AT STAIR LANDINGS, REFER TO SPEC SECTION 07180
	= CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DET. 11/SR501		= PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 9/SR511		= CONCRETE WASH AT STAIR TOWER, REFER TO DET. 14/SR501
	= TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501		= PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511		= REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 4/SR401
	= PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501		= REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511		= PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 1-5/SR503
	= REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502		= ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511		= ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD.
			= REMOVE EXPANSION JOINT SYSTEM AND RECONDITION OPENING AS REQUIRED, REFER TO DETS. 1-8/SR512		= RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401
			= PROVIDE NEW EXPANSION JOINT SYSTEM, REFER TO DETS. 9-13/SR512		= PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501
			= CLEAN AND PAINT FACADE WELD CONNECTIONS, REFER TO SPECIFICATION SECTION 09900		= REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501
			= CLEAN & SEAL PRECAST FACADE PANELS, REFER TO SPECIFICATION SECTION 09350		= CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900
			= REMOVE AND REPLACE FACADE SEALANTS (SILICONE), REFER TO DET. 7/SR511		= CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511
			= REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502		= CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301
			= REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502		= ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511
			= RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM		= CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900
			= REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM		= PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502
			= CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900		= PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502
			= PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503		= RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES
			= PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT STEEL FRAMING, REFER TO DET. 7-11/SR503		= PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504
			= PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR512		
			= ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 11/AP501		
			= REMOVE EXISTING SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501		
			= REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502		
			= PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504		
			= STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401		
			= STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401		
			= CORROSION INHIBITOR AT STAIR LANDINGS, REFER TO SPEC SECTION 07180		
			= CONCRETE WASH AT STAIR TOWER, REFER TO DET. 14/SR501		
			= REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 4/SR401		
			= PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 1-5/SR503		
			= ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD.		
			= RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401		
			= PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501		
			= REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501		
			= CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900		
			= CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511		
			= CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301		
			= ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511		
			= CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900		
			= PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502		
			= PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502		
			= RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES		
			= PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504		
			= REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900		
			= ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS.		
			= PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN.		
			= PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501		
			= BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM		
			= BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM		
			= CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301		
			= CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301		
			= SQUARE FOOT		
			= EXISTING FLOOR DRAIN		
			= SUPPLEMENTAL FLOOR DRAIN		
			= EXISTING STORM DRAIN RISER/PIPING		
			= EXISTING FIRE PROTECTION RISER/PIPING		
			= NEW PRECAST CONCRETE BOLLARD		

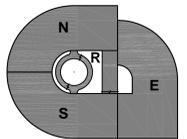


Birmingham -
Shuttlesworth
International
Airport
Parking Deck
Restoration /
Rehabilitation
Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE	REV. NO.	DATE	DESCRIPTION

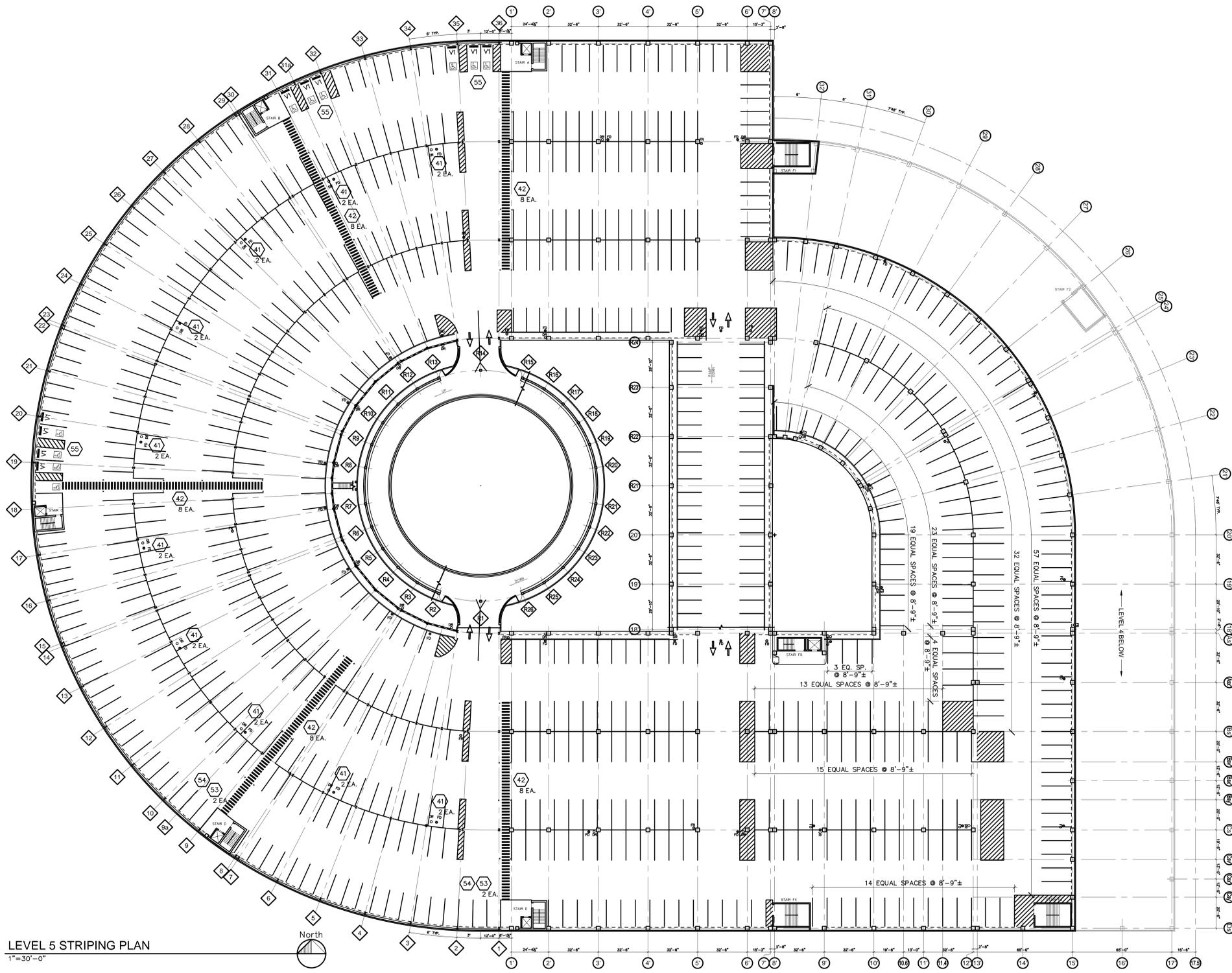
11-01-2013	ISSUED FOR BIDS
1	28-20-2012 PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544.04
DRAWN BY: _____ JST
CHECKED BY: _____ JMK, FJGE

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SHEET TITLE
LEVEL 5 STRIPING PLAN

AP105



LEVEL 5 STRIPING PLAN
1"=30'-0"

SHEET NOTES

- REFER TO DRAWING 0002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
- WHERE EXISTING STRIPING IS TO BE ELIMINATED OR CONFLICTS WITH CURRENT TRAFFIC FLOW, CONTRACTOR SHALL MECHANICALLY REMOVE EXISTING STRIPING (EXTRA PASS W/ SHOT BLASTER, GRIND, ETC.).
- ALL EXISTING STRIPING CONFLICTING WITH NEW STRIPING SHALL BE ELIMINATED. STALL DIMENSION GIVEN APPLY TO NARROWEST PORTION OF SPACE.
- EXISTING THERMOPLASTIC AND/OR VINYL PAVEMENT MARKINGS AT PEDESTRIAN WALKWAYS ARE TO REMAIN.

LEGEND

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| | = RENTAL CAR AREA (LEVEL 1) | | = DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501 | | = TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DETS. 18/SR501 | | = TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501 | | = TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 15/SR501 | | = REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DETS. 4,5,9/SR501 | | = CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DET. 11/SR501 | | = TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501 | | = PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501 | | = REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502 | | = REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.) | | = WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502 | | = COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502 | | = BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502 | | = REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 7/SR511 | | = ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511 | | = ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 15,16/SR511 | | = PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 6/SR504 | | = PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 5/SR511 | | = PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511 | | = REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | | = ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 SIM. | | = REMOVE EXPANSION JOINT SYSTEM AND RECONDITION OPENING AS REQUIRED, REFER TO DETS. 1-8/SR512 | | = PROVIDE NEW EXPANSION JOINT SYSTEM, REFER TO DETS. 9-13/SR512 | | = CLEAN AND PAINT FACADE WELD CONNECTIONS, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN & SEAL PRECAST FACADE PANELS, REFER TO SPECIFICATION SECTION 09350 | | = REMOVE AND REPLACE FACADE SEALANTS (SILICONE), REFER TO DET. 7/SR511 | | = REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502 | | = REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502 | | = RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503 | | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT STEEL FRAMING, REFER TO DET. 7-11/SR503 | | = PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR503 | | = ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 11/AP501 | | = PROVIDE PRECAST CONCRETE BOLLARD, REFER TO DET. 8/AP501 | | = REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502 | | = PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504 | | = STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401 | | = STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401 | | = CORROSION INHIBITOR AT STAIR LANDINGS, REFER TO SPEC SECTION 07180 | | = CONCRETE WASH AT STAIR TOWER, REFER TO DET. 14/SR501 | | = REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 2-4/SR401 | | = PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 10/SR401 | | = ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 5/SR504 | | = RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401 | | = PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501 | | = REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501 | | = CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511 | | = CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301 | | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | | = CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES | | = PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504 | | = REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900 | | = ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS. | | = PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN. | | = PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501 | | = BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM | | = BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM | | = CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301 | | = CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301 | | = SQUARE FOOT | | = EXISTING FLOOR DRAIN | | = SUPPLEMENTAL FLOOR DRAIN | | = EXISTING STORM DRAIN RISER/PIPING | | = EXISTING FIRE PROTECTION RISER/PIPING | | = NEW PRECAST CONCRETE BOLLARD |
|--|-----------------------------|--|--|--|--|--|---|--|--|--|---|--|---|--|--|--|--|--|---|--|--|--|---|--|--|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|--|--|---|--|---|--|---|--|--|--|--|--|--|--|--|--|---|--|---|--|---|--|---|--|--|--|---|--|--|--|---|--|---|--|--|--|---|--|---|--|--|--|--|--|---|--|--|--|--|--|---|--|---|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|---|--|---|--|---|--|---|--|---|--|--|--|---|--|---|--|--|--|---------------|--|------------------------|--|----------------------------|--|-------------------------------------|--|---|--|--------------------------------|

Carl Walker, Inc. : DRAWING Z:\PST PROJECTS\2011 Projects\Structure Projects\Birmingham Airport Garage (AKK)\CAD\Phase 4\01-2011-544-AP105.dwg - Friday, November 01, 2013, 2:50pm - jstahT

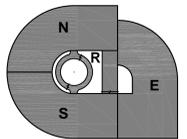


Birmingham - Shuttlesworth International Airport Parking Deck Restoration / Rehabilitation Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE	REV. NO.	DATE	DESCRIPTION

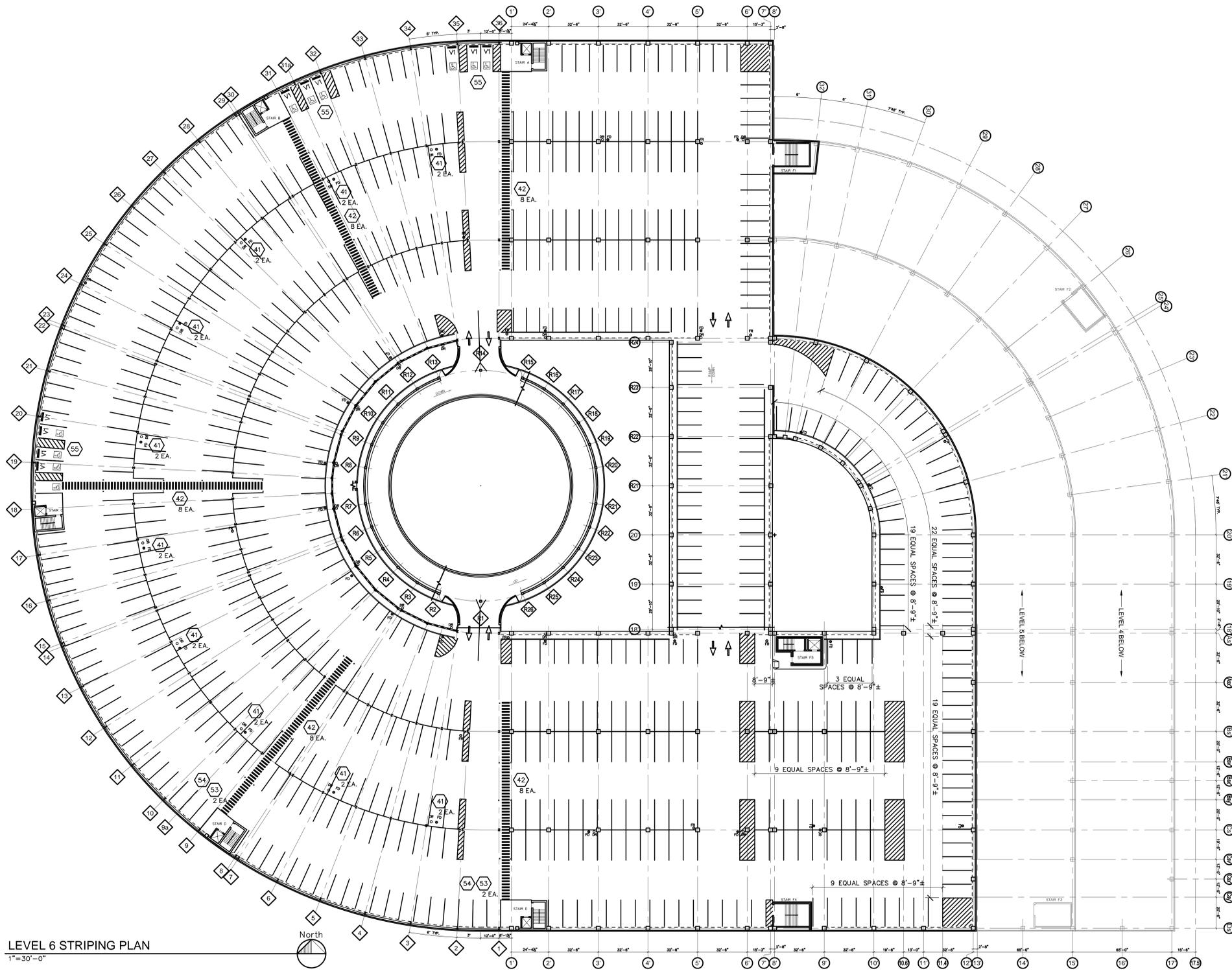
11-01-2013	ISSUED FOR BIDS
1	09-20-2012 PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544-04
 DRAWN BY: _____ JST
 CHECKED BY: _____ JMK, FJGE

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SHEET TITLE
LEVEL 6 STRIPING PLAN

AP106



LEVEL 6 STRIPING PLAN
1" = 30'-0"

SHEET NOTES

- REFER TO DRAWING 0302 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
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LEGEND

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BOLLARD, REFER TO DET. 5/SR504 | | = RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401 | | = PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501 | | = REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501 | | = CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511 | | = CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301 | | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | | = CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = PROVIDE PIPING FOR SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = RE-ANCHOR LOOSE OR SAGGING CONDUIT, REFER TO GENERAL NOTES | | = PROVIDE STEEL GUARDRAIL SYSTEM, REFER TO DET. 5/SR504 | | = REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900 | | = ELIMINATE EXISTING ACCESSIBLE SPACES. 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Carl Walker, Inc. : DRAWING_Z:\PST PROJECTS\2011 PROJECTS\2011 Parking Structure Projects\B1-2011-544 Birmingham Airport Garage (JMK)\CAD\Phase 4\01-2011-544-AP106.dwg - Friday, November 01, 2013, 2:51pm -JoahT

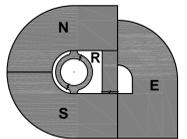


Birmingham -
Shuttlesworth
International
Airport
Parking Deck
Restoration /
Rehabilitation
Project

Birmingham, Alabama

Prepared For:

Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



KEY PLAN
NO SCALE



ISSUE NO. DATE DESCRIPTION

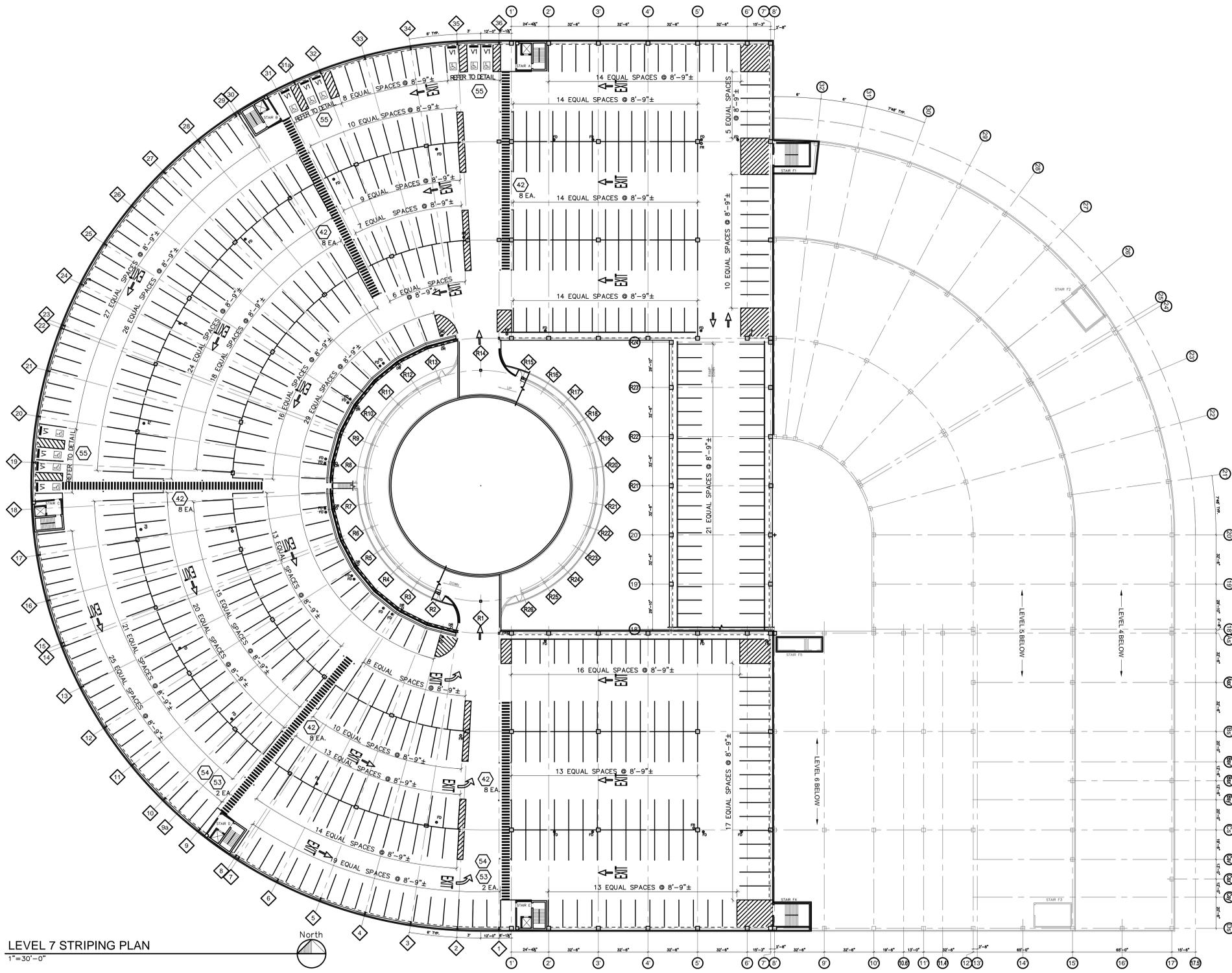
ISSUE NO.	DATE	DESCRIPTION
1	11-01-2013	ISSUED FOR BIDS
1	09-20-2012	PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544.04
DRAWN BY: _____ JST
CHECKED BY: _____ JMK, FGE

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SHEET TITLE
LEVEL 7 STRIPING PLAN

AP107



LEVEL 7 STRIPING PLAN
1" = 30'-0"

SHEET NOTES

- REFER TO DRAWING G002 FOR GENERAL NOTES AND DRAWING AP501 FOR FUNCTIONAL DETAILS AND SIGN SCHEDULE.
- PARKING STALL STRIPING INDICATED ON THIS PLAN IS APPROXIMATE. UNLESS NOTED OTHERWISE, NEW STRIPING LAYOUT SHALL MATCH EXISTING. CONTRACTOR SHALL VERIFY EXISTING LAYOUT IN THE FIELD PRIOR TO INSTALLATION OF NEW STRIPING.
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LEGEND

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| | = RENTAL CAR AREA (LEVEL 1) | | = DECK COATING - HEAVY DUTY - FULL SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = DECK COATING - HEAVY DUTY - RECOAT SYSTEM, REFER TO DETS. 17,18,19/SR511 | | = TOP OF SLAB - DELAMINATION REPAIR, REFER TO DETS. 2,3,5,8/SR501 | | = TOP OF SLAB - SCALED SURFACE REPAIR, REFER TO DETS. 18/SR501 | | = TOP OF SLAB - STRIP REPAIR, REFER TO DETS. 17/SR501 | | = TOP OF SLAB - OVERLAY DELAMINATION REPAIR, REFER TO DET. 11/SR501 | | = REMOVE AND REPLACE RAMP TRANSITION OVERLAY, REFER TO DET. 15/SR501 | | = CEILING/TEE FLANGE DELAMINATION REPAIR, REFER TO DETS. 4,5,9/SR501 | | = TOP OF SLAB - LOW COVER DELAMINATION REPAIR, REFER TO DET. 11/SR501 | | = PROVIDE NEW PERIMETER WASH, REFER TO DET. 13/SR501 | | = REMOVE C.I.P. CONCRETE CURB, REFER TO DET. 12/SR502 | | = REMOVE P/C CONCRETE WHEEL STOPS AND ATTACHMENTS (DOWELS, ADHESIVE, ETC.) | | = WALL DELAMINATION REPAIR, REFER TO DET. 4/SR502 | | = COLUMN DELAMINATION REPAIR, REFER TO DET. 3/SR502 | | = BEAM DELAMINATION REPAIR (AT CEILING), REFER TO DETS. 1,2/SR502 | | = REINFORCED CONCRETE BARRIER WALL, REFER TO DET. 15,16/SR511 | | = ROUT AND SEAL CRACKS ABOVE STEEL FRAMING, REFER TO DET. 15,16/SR511 | | = ROUT CONTROL JOINT & PROVIDE SEALANT, REFER TO DET. 1,2/SR504 | | = PROVIDE STEEL GUARDRAIL WITH GATE ASSEMBLY, REFER TO DET. 1,2/SR504 | | = PROVIDE COVE JOINT SEALANT AT HELIX CURB, REFER TO DET. 5/SR511 | | = PROVIDE SEALANT AT SLAB-TO-FACADE OPENING, REFER TO DET. 9,10/SR511 | | = REMOVE AND REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | | = ROUT & REPLACE ISOLATION JOINT, REFER TO DET. 11,12/SR511 | | = REMOVE EXPANSION JOINT SYSTEM AND RECONDITION OPENING AS REQUIRED, REFER TO DETS. 1-8/SR512 | | = PROVIDE NEW EXPANSION JOINT SYSTEM, REFER TO DETS. 9-13/SR512 | | = CLEAN AND PAINT FACADE WELD CONNECTIONS, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN & SEAL PRECAST FACADE PANELS, REFER TO SPECIFICATION SECTION 09350 | | = REMOVE AND REPLACE FACADE SEALANTS (SILICONE), REFER TO DET. 7/SR511 | | = REMOVE AND PATCH CORRODED RAIL SLEEVE POCKETS, REFER TO DET. 9/SR502 | | = REPAIR EXISTING BARRIER CABLE SHEATHING, REFER TO DET. 6,7/SR502 | | = RE-TENSION EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = REMOVE AND REPLACE EXISTING BARRIER CABLE, REFER TO ALLOWANCE ON BID FORM | | = CLEAN AND PAINT EXISTING PIPE RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT CONC. FRAMING, REFER TO DET. 1-5/SR503 | | = PROVIDE CABLE BARRIER SYSTEM W/ FENCE AT STEEL FRAMING, REFER TO DET. 7-11/SR503 | | = PROVIDE VEHICULAR BARRIER SYSTEM AT ROOF LEVEL, REFER TO DET. 13-15/SR503 | | = ALTERNATE - REMOVE EXIST. CHAIN LINK FENCE AND PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 11/AP501 | | = PROVIDE PRECAST CONCRETE BOLLARD, REFER TO DET. 8/AP501 | | = REMOVE EXISTING PIPE RAIL SYSTEM, REFER TO DET. 10,11/SR502 | | = PROVIDE STEEL GATE ASSEMBLY, REFER TO DET. 3/SR504 | | = STAIR TREAD, LANDING DELAMINATION REPAIR, REFER TO DET. 5/SR401 | | = STAIR SOFFIT, BEAM DELAMINATION REPAIR (CEILING), REFER TO DET. 6/SR401 | | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | | = CLEAN AND PAINT METAL PAN, STAIR STRINGERS & RAILS, REFER TO SPECIFICATION SECTION 09900 | | = PROVIDE SUPPLEMENTAL FLOOR DRAIN, REFER TO DET. 5/SR502 | | = REMOVE AND REPLACE STAIR TOWER ROOF SYSTEM, REFER TO DET. 2-4/SR401 | | = PROVIDE COVE SEALANT AT STAIR LANDINGS, REFER TO DET. 10/SR401 | | = ALTERNATE - REMOVE EXIST. STEEL CABLE & POSTS & PROVIDE PRECAST CONC. BOLLARD, REFER TO DET. 5/SR504 | | = RAILING ANCHORAGE REPAIR, REFER TO DET. 7/SR401 | | = PROVIDE STEEL BOLLARD, REFER TO DET. 11/AP501 | | = REMOVE AND REPLACE SURFACE MOUNTED GUIDE POSTS, REFER TO DET. 12/AP501 | | = CLEAN AND PAINT FIRE STANDPIPE SYSTEM, REFER TO SPECIFICATION SECTION 09900 | | = CLEAN AND PAINT STRUCTURAL STEEL FRAMING, REFER TO DET. 20/SR511 | | = CLEAN AND PAINT ENTRANCE CANOPY, REFER TO DET. 5/SR301 | | = ALTERNATE - WALL/CEILING STAINING, REFER TO DET. 21,22/SR511 | | = CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301 | | = CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301 | | = REMOVE PAINT FROM STORM DRAINAGE PIPING, REFER TO SPECIFICATION SECTION 09900 | | = ELIMINATE EXISTING ACCESSIBLE SPACES. REMOVE ALL STRIPING AND SIGNAGE. REFER TO SHEET NOTES ON AP DRAWINGS. | | = PROVIDE NEW STRIPING FOR REGULAR (NON-ACCESSIBLE) SPACES AS SHOWN AT 9'-0" MIN. | | = PROVIDE NEW ACCESSIBLE SPACES AS SHOWN. REFER TO SHEET NOTES ON AP DRAWINGS AND DETAILS SHEET AP501 | | = BARRIER CABLE END ANCHORAGE REPAIR, REFER TO ALLOWANCE ON BID FORM | | = BARRIER CABLE INTERMEDIATE SUPPORT REPAIR, REFER TO ALLOWANCE ON BID FORM | | = CLEAN AND PAINT PEDESTRIAN BRIDGE CANOPY, REFER TO DET. 4/SR301 | | = CLEAN AND PAINT EXIT PLAZA CANOPY, REFER TO DET. 6/SR301 | | = SQUARE FOOT | | = EXISTING FLOOR DRAIN | | = SUPPLEMENTAL FLOOR DRAIN | | = EXISTING STORM DRAIN RISER/PIPING | | = EXISTING FIRE PROTECTION RISER/PIPING | | = NEW PRECAST CONCRETE BOLLARD |
|--|-----------------------------|--|--|--|--|--|---|--|--|--|---|--|---|--|--|--|--|--|---|--|--|--|---|--|--|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|--|--|--|--|--|--|--|--|---|--|---|--|---|--|---|--|--|--|---|--|--|--|---|--|---|--|--|--|---|--|---|--|--|--|--|--|---|--|---|--|--|--|--|--|---|--|---|--|--|--|---|--|--|--|--|--|--|--|---|--|--|--|---|--|---|--|---|--|---|--|--|--|---|--|---|--|--|--|---------------|--|------------------------|--|----------------------------|--|-------------------------------------|--|---|--|--------------------------------|

Carl Walker, Inc. : DRAWING_Z:\PST PROJECTS\2011 Projects\RI-2011-544 Parking Structure Projects\RI-2011-544 Birmingham Airport Garage (JMK)\CAD\Phase 4\01-2011-544-AP107.dwg...Friday, November 01, 2013, 2:51pm .JoahT



**Birmingham -
Shuttlesworth
International
Airport
Parking Deck
Restoration /
Rehabilitation
Project**

Birmingham, Alabama

Prepared For:
Birmingham Airport Authority
B.A.A. Project No.:
PD004.000.000



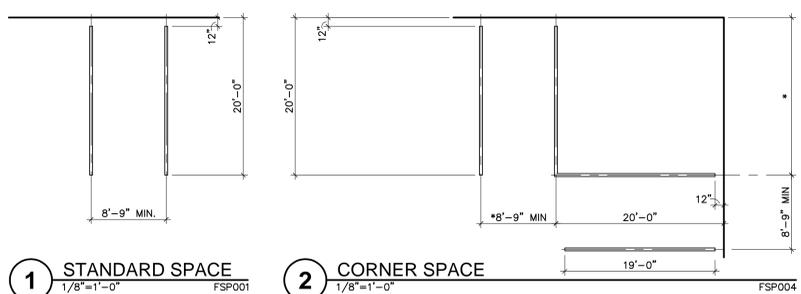
ISSUE	REV. NO.	DATE	DESCRIPTION
	1	11-01-2013	ISSUED FOR BIDS
	1	09-20-2012	PERMITS & CONSTRUCTION

PROJECT NO. R1-2011-544-04
DRAWN BY JST
CHECKED BY JMK, FGE

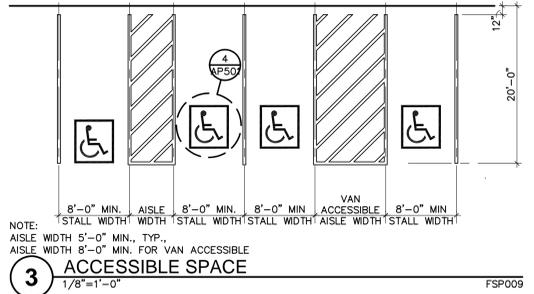
The Drawings are the property of Carl Walker, Inc. and are not to be reused or reproduced without written permission from Carl Walker, Inc.

SHEET TITLE
FUNCTIONAL DETAILS

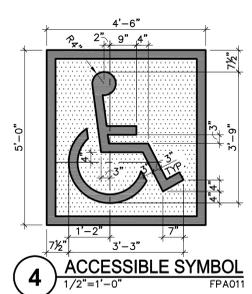
AP501



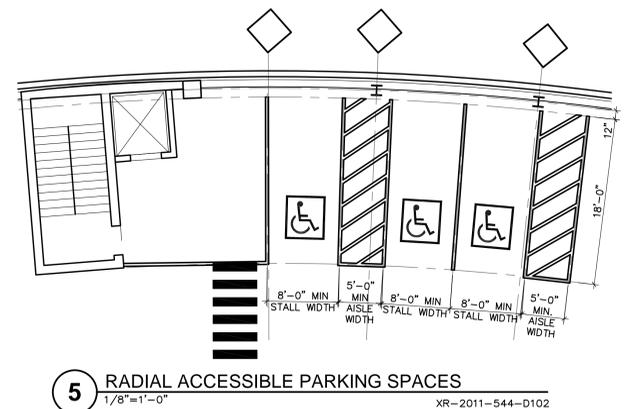
1 STANDARD SPACE
1/8"=1'-0" FSP001



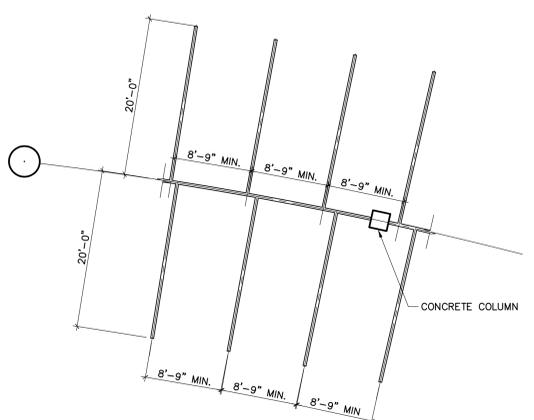
3 ACCESSIBLE SPACE
1/8"=1'-0" FSP009



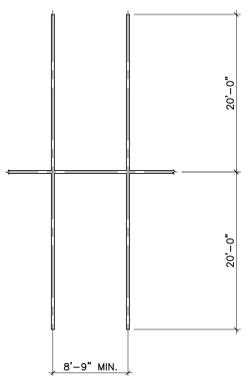
4 ACCESSIBLE SYMBOL
1/2"=1'-0" FPA011



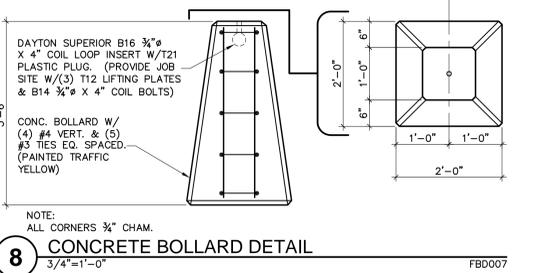
5 RADIAL ACCESSIBLE PARKING SPACES
1/8"=1'-0" XR-2011-544-D102



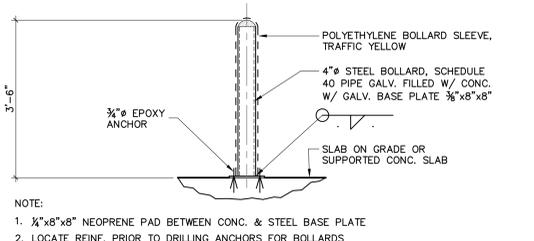
6 RADIAL PARKING SPACE
1/8"=1'-0" XR-2011-544-D100



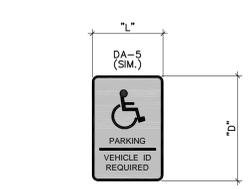
7 ALIGNED DETAIL
1/8"=1'-0" FSP008



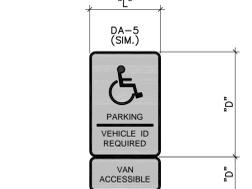
8 CONCRETE BOLLARD DETAIL
3/4"=1'-0" FBD007



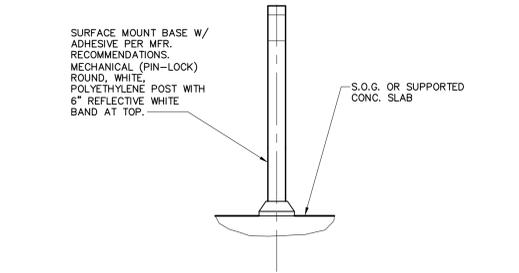
11 STEEL BOLLARD DETAIL
3/4"=1'-0" XR1-2011-544-0028



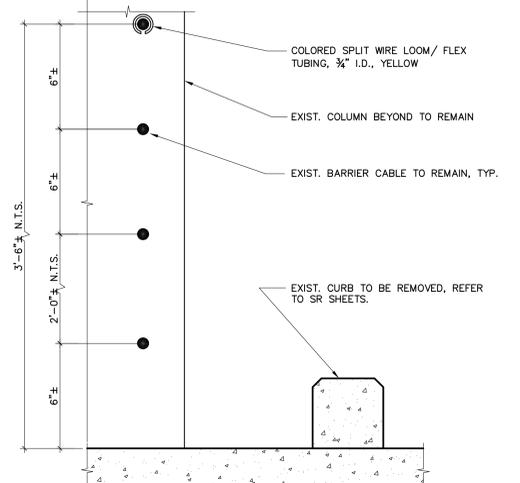
9 SIGN DETAIL V1
1"=1'-0" GSH017



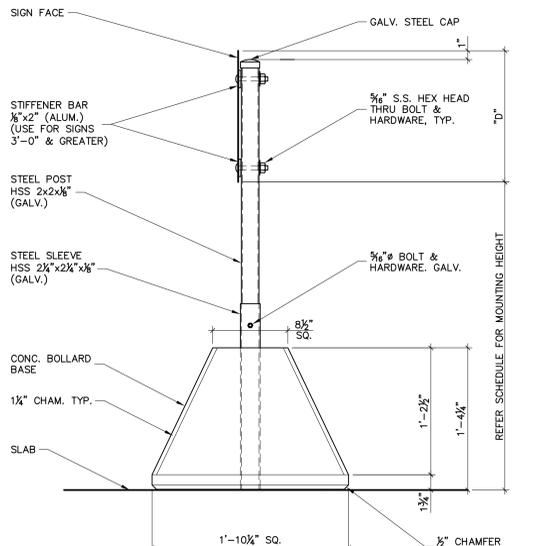
10 SIGN DETAIL V2
1"=1'-0" GSH017



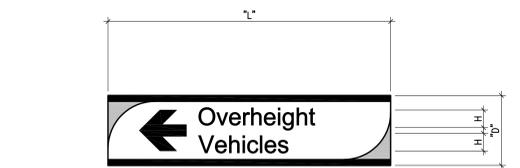
12 SURFACE MOUNTED GUIDE POST
3/4"=1'-0" XR1-2011-544-D106



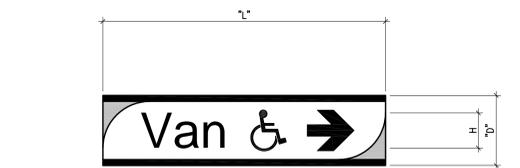
13 BARRIER CABLE VISIBILITY ENHANCEMENT
3"=1'-0" XR1-2011-544-D112



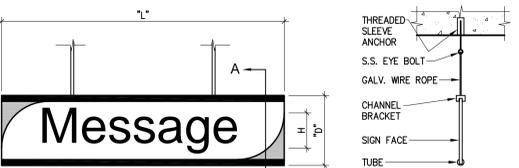
14 SIGN MOUNTING DETAIL
1 1/2"=1'-0" (GSM025) XR1-2011-544-D113



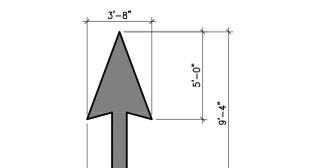
15 SIGN DETAIL V3
1"=1'-0" XR1-2011-544-D109



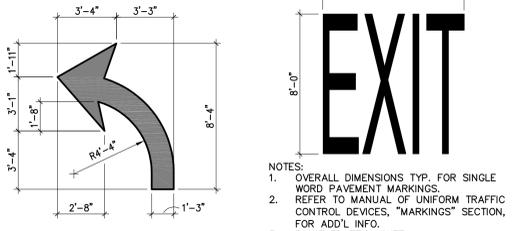
16 SIGN DETAIL V4
1"=1'-0" XR1-2011-544-D110



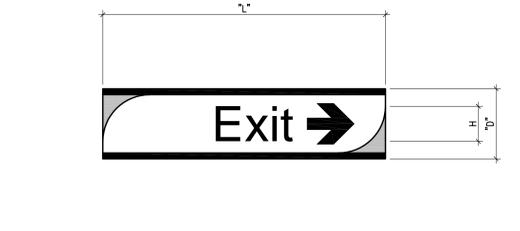
17 SIGN MOUNTING DETAIL
1"=1'-0" XR1-2011-544-D111



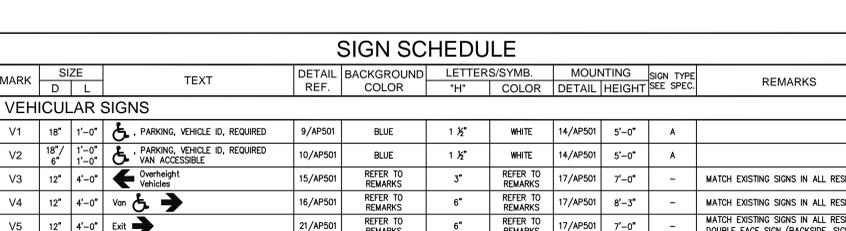
18 TRAFFIC ARROW
1/4"=1'-0" (FPA001) XR1-2011-544-D114



19 TRAFFIC ARROW
1/4"=1'-0" (FPA008) XR1-2011-544-D115



20 MARKING DETAIL
1/4"=1'-0" (FP5005) XR1-2011-544-D116



21 SIGN DETAIL V5
1"=1'-0" XR1-2011-544-D117

SIGN SCHEDULE											
MARK	SIZE	TEXT	DETAIL REF.	BACKGROUND COLOR	LETTERS/SYMB. "H"	COLOR	MOUNTING DETAIL	HEIGHT	SIGN TYPE SEE SPEC.	REMARKS	
VEHICULAR SIGNS											
V1	18"	1'-0"	Wheelchair symbol	9/AP501	BLUE	1 1/2"	WHITE	14/AP501	5'-0"	A	
V2	18"	1'-0"	Van symbol	10/AP501	BLUE	1 1/2"	WHITE	14/AP501	5'-0"	A	
V3	12"	4'-0"	Overheight Vehicles	15/AP501	REFER TO REMARKS	3"	REFER TO REMARKS	17/AP501	7'-0"	-	MATCH EXISTING SIGNS IN ALL RESPECTS
V4	12"	4'-0"	Van & Wheelchair	16/AP501	REFER TO REMARKS	6"	REFER TO REMARKS	17/AP501	8'-3"	-	MATCH EXISTING SIGNS IN ALL RESPECTS
V5	12"	4'-0"	Exit	21/AP501	REFER TO REMARKS	6"	REFER TO REMARKS	17/AP501	7'-0"	-	MATCH EXISTING SIGNS IN ALL RESPECTS. DOUBLE FACE SIGN (BACKSIDE, SIGN V6)
V6	12"	4'-0"	Exit	21/AP501 SIM.	REFER TO REMARKS	6"	REFER TO REMARKS	17/AP501	7'-0"	-	MATCH EXISTING SIGNS IN ALL RESPECTS. DOUBLE FACE SIGN (FRONTSIDE, SIGN V5)

Carl Walker, Inc. : DRAWING_Z:\PST PROJECTS\2011 PROJECTS\R1-2011-544-04\BIRMINGHAM AIRPORT GARAGE (JMK)\CAD\Phase 4\XR1-2011-544-AP501.dwg...Friday, November 01, 2013, 2:52pm, .ksh

APPENDIX E
Form of Design Build Contract

Bid Alternate #1

This bid alternate is for the design and installation of an ultra-sonic Parking Guidance System (PGS) in the parking garage structure. The bid alternate shall consist of all aspects of the original RFP with the exception of the following:

- License Plate Recognition (LPR)
- Closed Circuit Television (CCTV) Cameras Capability
- Find Your Car Locating Capability
- Kiosk

Proposers must supply a separate cost proposal to satisfy bid alternate #1.

AIA[®] Document A141[®] – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

AGREEMENT made as of the [redacted] day of [redacted] in the year 2026
(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
Attention: Mr. Marcelo Lima

and the Design-Builder:
(Name, legal status, address, and other information)

[redacted]
[redacted]
[redacted]
[redacted]

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

The Owner and Design-Builder agree as follows.

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

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

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 COMPENSATION AND PROGRESS PAYMENTS**
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**
- 6 CHANGES IN THE WORK**
- 7 OWNER'S RESPONSIBILITIES**
- 8 TIME**
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK**
- 13 COPYRIGHTS AND LICENSES**
- 14 TERMINATION OR SUSPENSION**
- 15 CLAIMS AND DISPUTES**
- 16 MISCELLANEOUS PROVISIONS**
- 17 SCOPE OF THIS AGREEMENT**

TABLE OF SCHEDULES AND EXHIBITS

- 1 REQUEST FOR PROPOSALS**
- A INSURANCE AND BONDS**
- B DESIGN-BUILD AMENDMENT**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

As set forth in the Owner’s Request for Proposal for _____ dated _____, 2026 (the “RFP”), a copy of which is attached hereto as Schedule 1 and incorporated herein by reference.

§ 1.1.2 The Owner’s design requirements for the Project:

(Identify below, or in an attached exhibit, the documentation that contains the Owner’s design requirements, including any performance specifications for the Project.)

As set forth in the RFP.

§ 1.1.3 The Project’s physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

As set forth in the RFP.

§ 1.1.4 The Owner’s anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner’s Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner’s Sustainable Objective.)

Not Applicable

§ 1.1.5 The Owner’s building information modeling requirements for the Project, if any:

(Identify below, or in an attached exhibit, the Owner’s building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner’s Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

Not Applicable

§ 1.1.6 The Owner’s budget for the Work to be provided by the Design-Builder is set forth below:

(Provide the Owner’s total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder’s obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

The total budget for the Work is the not to exceed amount of \$[**TOTAL BUDGET TO BE INSERTED**].

§ 1.1.7 The Owner’s anticipated design and construction milestones:

.1 Design Builder’s Proposal submission date:
[INSERT PROPOSAL SUBMISSION DATE]

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

[Redacted]

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

All to be determined by Design-Builder.

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

As set forth in the RFP.

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

[Redacted]

§ 1.1.11 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities.

§ 1.1.12 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities, the Design Builder shall notify the Owner of the conflict.

§ 1.1.13. Design-Builder acknowledges and agrees that the Work will be executed within specified critical operating areas of the Airport, and that the Project must be undertaken without adversely impacting Owner's ability to maintain normal Airport operations. Accordingly, the following operational constraints shall apply to the Project and have been incorporated into the Contract Sum and Contract Time:

[Add agreed upon constraints – ex, times of Work, material delivery and staging areas, access routes, security protocols, etc. - based on review of critical operating areas]

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address, and other information.)

Mr. Marcelo F. Lima, A.A.E.

VP Planning & Development

Birmingham Airport Authority

5900 Messer Airport Highway

Birmingham, AL 35212

Cell: 205.213.9874

Desk: 205.599.0773

Email: mlima@flybhm.com

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:

(List name, address, and other information.)

.1 Land Surveyor:

[Redacted]

.2 Geotechnical Engineer:

[Redacted]

.3 Other consultants:

(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

[Redacted]

.4 Separate Contractors:

(List any Separate Contractors to be retained by the Owner.)

None

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

[Redacted]

Cell:

Desk:

Email:

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

All to be determined by Design-Builder.

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:

(Check the appropriate box.)

[X] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

[] Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court as set forth below. Any Claim arising out of or related to the Contract, the Project, the Work and the relationship of the parties hereunder, shall be instituted solely and exclusively in the Circuit Court of Jefferson County, Alabama or in the United States District Court for the Northern District of Alabama.

§ 1.3.3 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND DESIGN-BUILDER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THE CONTRACT, THE PROJECT, THE WORK AND THE RELATIONSHIP OF THE PARTIES HEREUNDER, AND/OR ANY CLAIM OF INJURY OR DAMAGE TO PERSONS OR PROPERTY.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential” or that a reasonable person would recognize is confidential and proprietary.

§ 1.4.3 Consultant. A Consultant is a person or entity and its authorized representative providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form 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 Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder. However, the Owner is a direct, named and intended third-party beneficiary of all contracts for design or engineering services between the Design-Builder and third parties retained by the Design-Builder to perform the services required by this Agreement. The Design-Builder shall include a provision in its contracts with Architects, engineers, Subcontractors, and Consultants working on the Project that the Owner is a direct, named and intended third-party beneficiary of the services provided thereby. The Parties agree that this Agreement shall govern all services performed by the Design-Builder on the Project, regardless of whether such services were performed before or after the execution of this Agreement.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder, including a supplier who provides no labor, but only materials, equipment, tools and construction equipment. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.12 Work. Work means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. Design Services are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.12.2 Construction Work. Construction Work is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, including without limitation, all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. Early Release Work is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 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 Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build 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 as set forth below:

(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon

protocols for electronic transmission of notice, identify and attach that document.)

If to Owner, to the following contact with a follow up by one of the other means of delivery:

Mr. Marcelo F. Lima, A.A.E.

VP Planning & Development

Email: mlima@flybhm.com

§ 1.4.15.2 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.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 Subject to § 1.1.11 and § 1.1.12, the Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation, if applicable. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

[Redacted]

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder’s, Architect’s, Consultants’, and Subcontractors’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

[Redacted]

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, as follows: None

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors incurred, plus zero percent (0 %) of the expenses incurred.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

§ 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

- .1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)
- .2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:
- .3 Insert the limit, if any, on the total amount of liquidated damages:
- .4 Insert any other terms for liquidated damages:

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located. The Work shall be performed by Design-Builder in compliance with applicable law and in accordance with the generally accepted standard of care, skill, diligence, and professional competence applicable to design-builders involved in projects similar in size and scope to the Project.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner. In the event of any dispute between Owner and Design-Builder, and Owner is proceeding in good faith to resolve the dispute in negotiations, Design-Builder shall continue performance of the Work, without interruption or delay.

§ 3.1.4 The Design-Builder shall perform and shall cause any Subcontractor, Consultant or Architect retained by Design-Builder to perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act

which they reasonably believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner, Architect, Subcontractors and such other persons as the Owner may, from time to time, request to have present, to review matters such as procedures, progress, coordination, and scheduling of the Work. The representatives of the Owner, Architect, Design-Builder, and Subcontractors who attend such meetings shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Design-Build Documents may be served on such representatives. The Design-Builder shall take, maintain and distribute minutes of such meetings in a form and manner acceptable to the Owner.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 15;
- .11 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule submitted to and accepted by the Owner in writing.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances and, with respect to Design Services, in accordance with Alabama Code § 41-9A-3(d).

§ 3.1.12 Warranty

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

§ 3.1.12.1 The warranty provided in this Section shall be in addition to and not in limitation of any other warranty required by the Design-Build Documents or otherwise prescribed or implied by law and shall be in addition to all other rights and remedies available to the Owner. All warranty obligations and remedies are cumulative and in addition to all remedies available to the Owner pursuant to the Design-Build Documents and applicable law.

§ 3.1.12.2 Design-Builder shall comply with and satisfy and shall cooperate reasonably and in good faith with Owner so that Owner may comply with and satisfy any requirements and/or obligations related to its warranty or contractual obligations to third parties pursuant to any warranty with respect to any claim arising out of or relating to the Work. Such cooperation shall include, without limitation, assisting Owner (as reasonably requested by Owner) in complying with deadlines in responding to claims, participating in inspections, participating in mediation, arbitration and other alternative dispute resolution proceedings, and assisting Owner, as reasonably requested by Owner in preparing offers to repair and performing such repairs (to the extent requested or permitted under Design-Builder's warranty or warranties or applicable law). Any such assistance shall result in compensation to the Design Builder.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants 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 Owner, or where the copyright violations are contained in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or patent, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify, defend and hold harmless the Owner, including the Owner's consultants, and its and their respective agents and employees, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting (i) from performance of the Work, but only to the extent caused by the negligent, reckless or willful acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (collectively and individually, a "Design-Builder Party"), regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder, (ii) any failure of a Design-Builder Party to conduct the Work in accordance with applicable laws, statutes, ordinances, codes, rules and regulation or orders of public authorities, including without limitation, any penalties imposed on account thereof) or, (iii) any violation or infringement of any trademark, copyright or patent or any unfair competition or infringement of any other tangible or intangible person property rights, to the extent resulting from the design or any item by or on behalf of a Design-Builder Party (collectively, "Indemnified Claims"). 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 3.1.14. Notwithstanding any other terms in or applicable to this Agreement, Design-Builder shall have no affirmative duty to defend arising out of professional negligence in connection with Design Services, unless such defense is covered by Design-Builder's professional liability insurance policy.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of a Design-Builder Party, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; 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 an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement, provided that the Owner shall not be under any obligation to compensate Subcontractors except with respect to amounts due for Work that has not yet been performed as of the effective date of the assignment.

The Owner may, in lieu of taking an assignment of an agreement in its own name, instead direct that an agreement be assigned to, and assumed by, a replacement design-builder or other entity designated by the Owner. When the Owner (or its designee) accepts the assignment of an agreement, the Owner (or its designee) assumes the Design-Builder's rights under the agreement and only those obligations of the Design-Builder which arise under the agreement after the Owner's (or its designee's) acceptance of the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall not be responsible for the successor design-builder's or other entity's obligations under the agreement from and after the effective date of the assignment.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®-2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds, as amended.

§ 3.1.17 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Subcontractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and
- .10 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following, as applicable:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections, and elevations;
- .4 Structural system;

- .5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- .4 The proposed Contract Sum as a Stipulated Sum;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. In so doing, the Design-Builder shall thoroughly review the Owner's Criteria and integrate the same into its own design work. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents, and shall consist of a fully completed, constructible and permissible set of drawings and specifications setting forth in detail materials and systems and other requirements for the construction of the Project in a form ready for issuance to prospective subcontractors interested in constructing the Project. The Design-Builder shall incorporate into the Construction Documents all design requirements of governmental authorities having jurisdiction over the Project. The Design-Builder shall be responsible for revising the Construction Documents if necessary and obtaining all necessary approvals, permits, and certificates from those authorities in a reasonably prompt fashion so as not to delay the Project's progress. All costs resulting from any such required revisions are included as part of the Contract Sum. The Designer shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
- .2 Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any Submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review Submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide Submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder 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 Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective Submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation in writing at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time 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 Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder

of any non-conformance with the Design-Build Documents the Owner discovers.

§ 5.3.3.3 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:

(List name, address, and other information.)

[Redacted]
[Redacted]
Cell: [Redacted]
Desk: [Redacted]
Email: [Redacted]

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder’s responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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 Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder’s employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.5.4 The Owner shall have the right, but not the obligation, to reasonably require the Design-Builder to remove and replace, with a person acceptable to Owner, promptly after notice from Owner, any employee of Design-Builder or of a Subcontractor who: (1) has engaged in conduct on Owner’s property that is contrary to the requirements of any applicable law, the Design-Build Documents, or any written rule or directive of Owner provided to Design-Builder and relating to conduct on Owner’s property; or (2) is incapable of fulfilling his or her responsibilities in connection with the Project.

§ 5.6 Taxes

Owner is a qualifying government entity under Ala. Code § 40-9-14.1(i)(2), and the Alabama Department of Revenue’s (“ALDOR”) Administrative Rule § 810-6-3-.77 (the “Rule”) that is entitled to a sales and use tax exemption for any tangible personal property to be incorporated into realty. The Design-Builder must obtain all such materials or equipment used in the Project on a tax exempt basis in accordance with Schedule 3 hereto. **IN NO EVENT WILL THE OWNER PAY THE DESIGN-BUILDER FOR ANY SALES OR USE TAXES INCURRED IN CONNECTION WITH THE WORK.**

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, plan review fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and orders of public authorities, applicable to performance of the Construction Work.

§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide written notice to the Owner before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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.

§ 5.8 Allowances

§ 5.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection. Design-Builder shall provide a monthly allowance log that shall show the total allowance, the use of allowances during the prior month, and a projection of the use of the budget estimates during the coming month.

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, 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 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed

subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment. As part of the Work, Design-Builder shall provide reasonable protection of all construction materials and equipment from weather, theft, damage and other adversity.

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder 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 Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project except to the extent necessary to complete any punch list Work.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

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

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean 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 provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build 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 Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner 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 Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that a Design-Builder Party causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.2.1 Without limiting the generality of the foregoing, profit and overhead shall be limited to ten percent (10%), and the cost of any items for which unit prices have been established shall not be changed. For any Change Order that would require adjustment of the Contract Time only, no additional overhead or profit shall be charged.

§ 6.2.2 Agreement on any Change Order shall constitute a final settlement of all matters and costs relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any cumulative impact damages, and any and all adjustments to the construction schedule.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

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

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build 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. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and 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, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

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

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build

Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 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.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors, if any, with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, if applicable, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024, Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall 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.

§ 7.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

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

§ 7.1.13 Design-Builder 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. Design-Builder has no expectation of indemnification by the Owner.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder. Notwithstanding the foregoing, no review by Owner shall relieve Design-Builder of its responsibilities for the performance of its obligations under the Agreement of the accuracy, adequacy, fitness, suitability or coordination of the Work.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder 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 Design-Builder as the Design-Build Documents require; (2) the Design-Builder 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 Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner in writing 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 Design-Builder 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 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon reasonable request from the Design-Builder, furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

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

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

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

§ 7.2.12 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs, and programs in connection with the Design-Builder's Work. The Design-Builder shall be solely responsible for providing a safe place for the performance of the Work. Design Builder shall have no responsibility for the safety of Owner's Separate Contractors, vendors or other employees or affiliates.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-

Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2. The Owner's exercise of any rights under this paragraph shall not entitle the Design-Builder to any increase in the Contract Sum or the Contract Time. The rights of the Owner under this Section 7.3 are cumulative and not in limitation of any other rights of the Owner contained in the Design-Build Documents, at law or in equity.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build 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. The Owner 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. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the critical path of the Work of the Design-Builder is delayed at any time following the execution of the Design-Build Amendment in the commencement or progress of the Work by (1) an act or neglect of the Owner or its consultant, or of a Separate Contractor; (2) changes ordered in the Work ordered by Owner not as a result of a default by an Design-Builder Party; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine. Said extension of the Contract Time shall be the Design-Builder's sole remedy for delays to its work.

§ 8.2.1.1 The Design-Builder is not entitled to an extension of time, compensation of any nature, costs, or damages, if the Design-Builder is delayed by any acts or omissions of the Design-Builder or its Subcontractors or by such Subcontractor's insolvency, default, non-performance (including the performance and correction of non-conforming work), and financial non-responsibility or any matter within Design-Builder's control.

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

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a

schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, 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 Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

§ 9.2.2 The Control Estimate shall include:

- .1 The documents enumerated in Article 17, including all Modifications thereto;
- .2 A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- .3 A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- .4 A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 A list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage as provided for herein and in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, 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 Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.1.3 With each Application for Payment, the Design-Builder shall include Lien Waivers from the Subcontractors, Architects, and Consultants of Design-Builder verifying that all parties submitting applications for payment to the Design-

Builder have been or will be paid and that all Work billed for under the Application for Payment has passed to the Owner. Provided that the Owner is not in default in the payment of any uncontested amount, if any Subcontractor, sub-subcontractor, laborer or supplier of materials files a lien or notice of claim for unpaid labor or materials against the Owner's property, the Design-Builder agrees to promptly bond such lien in accordance with applicable law or to otherwise cause such lien to be discharged, at the Design-Builder's sole expense. If the Design Builder fails to bond off such lien within fourteen (14) days of Design Builder's receipt of notice of its filing, the Owner may bond off such lien by statutory cash bond and deduct the cash deposited and all associated costs, fees, and expenses from any amounts thereafter due to the Design-Builder.

§ 9.3.1.4 Owner may withhold as retainage five percent (5%) of the estimated amount of Work until the Work is fifty percent (50%) complete, at which time no additional retainage shall be withheld from that portion of the Work; provided, however, that any existing retainage already withheld may continue to be withheld by Owner until final completion and acceptance of the Work.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as 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 Design-Builder 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder 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 be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that are entitled to make a claim by reason of having provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within thirty (30) days after receipt of the Design-Builder's Application for Payment with all required supporting materials, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner'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 Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or a Separate Contractor; or
- .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.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 Intentionally Omitted.

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 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 Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder 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 Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the

Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents not due to the fault of the Design-Builder, then the Design-Builder may, upon seven additional days' notice to the Owner (during which the Owner fails to cure the default by paying such amounts to the Design-Builder), 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 Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment together with the estimated value of completing or correcting such item. The Owner shall have the right to modify and supplement the list. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's acceptance or rejection a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner may make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents, and Owner may continue to withhold all or any portion of the retainage until final completion and acceptance of the Work..

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage

when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by 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 Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

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

§ 9.9.3 Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment. Prior to Design-Builder notifying Owner that the Construction Work is ready for final inspection, Design-Builder shall provide the following close out documents to Owner:

[Owner to list deliverables/close out documents below]

- § 1.**
- § 2.**
- § 3.**

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until all of the Work has been fully completed (including, without limitation, all items specified on the punchlist) the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction 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 Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, (7) conditional final waivers of liens, in the form approved by the Owner, from the Design-Builder, the Architect, and all Consultants, Subcontractors and suppliers who performed portions of the Work or supplied materials or equipment in connection with the Work, (8) to the extent that final certificates of occupancy, certificates of inspection or approval and operating permits described in Section 15.5.4 are required by governmental authorities to use and occupy the Project as intended, and to the extent that such items were not delivered to the Owner as a condition to Substantial Completion, the final certificates of occupancy, certificates of inspection or approval and operating permits described in Section 16.5.4, and (9) 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 an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of 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 Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents; or
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.11 Intentionally Omitted.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.2.1 All Work, including equipment installations included in Design Builder's Work, shall conform to Federal, State and Local Laws and Regulations and with the Safety & Health Standards of United States (OSHA).

§ 10.2.2.2 In the event that review, inspection or other action by regulatory agencies or other parties results in the imposition of fines, fees, or other costs due to the failure of the Design-Builder to comply with said applicable laws, ordinances, rules, regulations and orders, the Design-Builder shall hold harmless the Owner, Owner's Consultants, and Owner's Separate Contractors, if any, from all consequences arising from the Design-Builder's non-compliance.

§ 10.2.3 The Design-Builder 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 Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property

insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a 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 Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, 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; provided, however, that any delay by the Owner in delivering notice of any such claim shall not relieve the Design-Builder (or any insurer, surety or other responsible party) from liability or responsibility for such claim. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner in writing of the condition.

§ 10.3.2 Upon receipt of the Design-Builder'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 Design-Builder 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder 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 Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall reimburse the Design-Builder for the cost of any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction 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 Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the Design-Builder or any other party for whom Design-Builder is legally responsible.

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

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of

hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder 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 Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder 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 this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder 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 shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder 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 Design-Build Contract, the Design-Builder 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 Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, 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 Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder 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 this Agreement, AIA Document A141®-2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds, as amended, or elsewhere in the Design-Build 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 this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction 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 Design-Builder, 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 obtained by Design-Builder under this subsection shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all

reasonable costs and damages directly 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 to be maintained by Owner by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, 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 Design-Builder 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 Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to property caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, 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 construction of the Project, 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 to the extent 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 Design-Builder 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 this 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 Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder 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 Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder 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 Design-Builder 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 Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time or Contract Sum except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time or Contract Sum except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction 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 Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

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

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

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build 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 Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to any other remedies available to the Owner or to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so in writing 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 COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

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

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 is irrevocable and shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to reimburse the Design-Builder for all costs and expenses arising directly from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or reimbursement obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to reimburse the Architect, Consultant, or Subcontractor for all costs and expenses to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 14.1.1 If the Owner fails to make payments, if any are owed, to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' prior written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder

shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.2 If, through no act or default of any of the Design-Builder Parties, the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

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

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven days' prior written notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.6 In the event of termination by Owner not due to the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated and for which back-up documentation and information verifying such expenses is provided to Owner. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

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

.1 Termination Fee:

None

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

None

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 14.2.1 Termination by the Design-Builder

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, 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 Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, 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 14.2.3, 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.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' prior written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination. In no event shall Design-Builder be entitled to receive any payment (including overhead or profit) on or for Work not executed as of the date of its termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, 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 Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' prior written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause

§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply a qualified Architect or enough properly skilled Consultants, Subcontractors or workers or proper materials, where required;
- .3 Intentionally Omitted;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
- .5 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or orders of a public authority;
- .6 is otherwise in breach of a material provision of the Design-Build Documents; or
- .7 is generally not paying its debts as they become due, so long as Owner has made all payments due to Design-Builder; or if the Design-Builder becomes insolvent; or if the Design-Builder consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Design-Builder or of all or any substantial portion of its assets; or if a receiver, trustee, liquidator, custodian or the like is appointed with respect to the Design-Builder or takes possession of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Design-Builder makes an assignment for the benefit of creditors; or
- .8 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work is achieved by the required Substantial Completion Date or fails to fully and completely comply with schedule recovery measures that the Owner has directed the Design-Builder to implement.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' prior written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment, if any, until the Work is finished, and Owner shall be entitled to recover any and all damages incurred as a result of the Design-Builder's breach.

§ 14.2.2.4 If the costs of finishing the Work, including compensation for design professionals', consultants' or separate contractors' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived (collectively, "Completion Costs and Damages"), exceed the unpaid balance of the Contract Sum, the Design-Builder shall pay the difference to the Owner upon demand. If the unpaid balance of the Contract Sum exceeds the Completion Costs and Damages, a portion of such excess shall be paid to the Design-Builder to the extent necessary to reimburse the Design-Builder for Work properly executed by the Design-Builder in accordance with the Design-Build Documents prior to

termination. The respective obligations of the Owner and the Design-Builder under this Section shall survive termination of the Contract.

§ 14.2.3 Suspension by the Owner for Convenience

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

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted, if necessary, for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. 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 Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed prior to termination. In no event shall Design-Builder be entitled to receive any payment (including overhead or profit) on or for Work not executed as of the date of its termination..

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 Design-Builder 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 Design-Builder 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 Section 1.3, within the time 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 Design-Builder 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 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party 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 Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as

provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 15.1.5 Claims for Additional Cost. If the Design-Builder 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 Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the 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. The time for performance of this Contract, as set forth in the construction schedule, shall include an allowance for delays due to reasonably anticipated adverse weather. Time extensions will not be granted for rain, wind, snow, or other adverse weather of normal intensity for the area where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Design-Builder shall furnish with its claim, National Oceanic and Atmospheric Administration (NOAA) National Weather Service records of climatic conditions during the same time interval for the previous five (5) years for the locality of the Work; the Design-Builder's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Design-Builder's construction schedule.

§ 15.1.6.3 The construction schedule is based on the assumption that Design-Builder shall be able to perform Work on the critical path five (5) days per Work Week. The "Work Week" shall be defined as Monday through Saturday. The Work Week and the days assumed whereby work can be performed shall be reduced by the following Design-Builder holidays: New Year's Day, MLK Day Observed, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve and Christmas Day. In the event that Design-Builder cannot perform five (5) days of Work on the critical path during a Work Week (as available working days and the Work Week may be adjusted for holidays), Design-Builder shall be entitled to an extension of the Contract Time

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder 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 Design-Builder 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.

§ 15.1.7.1 Exclusions from Waiver. Notwithstanding anything to the contrary, Owner and Design-Builder mutually agree that the following liabilities, obligations, costs and damages are specifically excluded from any waiver of consequential damages set forth in Section 15.1.7:

- .1 Damages covered in, arising out of, or related to the indemnification obligations provided in Section 3.1.14;
- .2 Damages, losses, or costs incurred by Owner to the extent covered by any insurance policy related to the Project; and
- .3 Design-Builder's obligation to pay liquidated damages, as set forth in the Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request

senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within ten (10) business days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Intentionally Omitted.

§ 15.2.3 In the event of a Claim against the Design-Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 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, 15.1.7, and 15.2.2.7, 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 this 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.

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

§ 15.4 Intentionally Omitted.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 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.

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, 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.

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

§ 16.2.3 Certifications. If the Owner requests the Design-Builder (or its Architect, Consultants or Subcontractors) to execute certificates other than those required by Section 3.1.17, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder (or its Architect, Consultants or Subcontractors) to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder (or its Architect, Consultants or Subcontractors) shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder (or its Architect, Consultants or Subcontractors) for review at least 14 days prior to execution. The Design-Builder (or its Architect, Consultants or Subcontractors) shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 Intentionally Omitted.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build 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.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder 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.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or orders of public authorities. Unless otherwise provided, the Design-Builder 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, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as or which reasonable person would

know is to be treated as “confidential” or “business proprietary,” including, but not limited to sensitive security information of Owner as defined in 49 C.F.R. § 1520.05 and also any information not specifically mentioned in Part 1520 but marked by Owner as “Sensitive Security Information” or “SSI,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ prior written notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or Work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that “confidential” or “business proprietary” information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the “confidential” or “business proprietary” information has been compromised, damaged, lost, corrupted, destroyed, or the “confidential” or “business proprietary” information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 “Confidential” or “business proprietary” information shall not include information (other than SSI which is always confidential):

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party’s part in violation of this Agreement;
- .2 already in the receiving party’s possession and not marked as “confidential” or “business proprietary” when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any “confidential” or “business proprietary” information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build 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.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

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

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

§ 16.11 Liens. In the event that any Design-Builder Party (other than Design-Builder) establishes a lien against the Project, the Design-Builder shall, within fifteen (15) days of receipt of notice from the Owner regarding such lien, cause the lien to be discharged (either by obtaining and recording a lien discharge bond from a surety and in a form acceptable to the Owner or otherwise) at no cost to the Owner, except to the extent that any such lien is attributable to Owner's failure to pay undisputed amounts as and when due under the Design-Build Documents. The Owner shall have the right to withhold all further payments to the Design-Builder until the lien is discharged. The Owner may either (a) apply amounts so withheld to discharging such lien or (b) retain such amounts until such lien is discharged or released by the Design-Builder or the lienor and shall thereafter credit to the Design-Builder any amounts remaining after payment of the fees and expenses the Owner incurs in connection with such lien. The Design-Builder agrees to indemnify, defend and hold harmless the Owner from all costs and expenses incurred by the Owner in connection with such liens, except to the extent that any such lien is attributable to Owner's failure to pay undisputed amounts as and when due under the Design-Build Documents.

§ 16.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be signed electronically, and that any such electronic signatures, whether digital, encrypted, or otherwise, are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record – including but not limited to (i) facsimile or email electronic signatures and (ii) electronic signatures obtained and/or exchanged through use of DocuSign.

§ 16.13 Non-Discrimination. The Design-Builder agrees to abide by the Nondiscrimination Requirements set forth in **Schedule 2** attached hereto and incorporated herein by reference.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, as amended
- .2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds, as amended
- .3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, as amended
- .4 AIA Document A141®–2024, Exhibit C, Sustainable Projects Exhibit. Intentionally Omitted.
- .5 Other documents, if any, listed below:

- Schedule 1 – Request for Proposals
- Schedule 2 – Non-Discrimination Requirements
- Schedule 3 – Tax Exemption Instructions

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

BIRMINGHAM AIRPORT AUTHORITY

[DESIGN-BUILDER]

OWNER (Signature)
 Ronald F. Mathieu, President & CEO
 (Printed name and title)

DESIGN-BUILDER (Signature)

 (Printed name and title)

SCHEDULE 1
REQUEST FOR PROPOSAL

(Attached hereto)



SCHEDULE 2

NON-DISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

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

This provision obligates Design-Builder for the period during which Owner 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.** During the performance of the Agreement, the Design-Builder, for itself, its assignees and successors in interest (hereinafter referred to as, the “Design-Builder”), agrees as follows:
1. **Compliance with Regulations:** Design-Builder (hereinafter includes consultants) 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:** Design-Builder, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder 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 including attachments thereto.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Design-Builder 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 Design-Builder of Design-Builder’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** Design-Builder 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 Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish the information, Design-Builder will so certify to Owner 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 Design-Builder’s noncompliance with the non-discrimination provisions of this contract, Owner 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 Design-Builder under the Agreement until Design-Builder complies; and/or

(b) Cancelling, terminating or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Design-Builder 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. Design-Builder will take action with respect to any subcontract or procurement as Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Design-Builder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Owner may request the Design-Builder to enter into any litigation to protect the interests of Owner. In addition, Design-Builder 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.** Design-Builder 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 Design-Builder 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, Owner 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, Design-Builder, 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 U.S.C. § 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), including amendments thereto;
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
 9. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- D. **DBE.** Design-Builder 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 Design-Builder at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Design-Builder 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.

SCHEDULE 3

TAX EXEMPTION INSTRUCTIONS

(Attached hereto)



Rule 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 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.

(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 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).

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.

NOTICE TO CONTRACTORS
CERTIFICATE OF TAX EXEMPTION OVERVIEW

Effective as of 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.

AIA[®] Document A141[®] – 2024 Exhibit A

Insurance and Bonds

This Exhibit dated the [redacted] day of [redacted] in the year 2026 (the “Exhibit”) is incorporated into AIA Document A141[®]–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the [redacted] day of [redacted] in the year 2026 (the “Agreement”).
(In words, indicate day, month, and year.)

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

Birmingham Shuttlesworth International Airport (the “Airport”) [redacted]

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

Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212
Attention: Mr. Marcelo Lima

THE DESIGN-BUILDER:
(Name, legal status, and address)

[redacted]

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 DESIGN-BUILDER’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141[®]–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A141[®]–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. Article 11 of A141–2024 contains additional insurance provisions.



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§ A.2.2 Liability Insurance

Prior to commencement of the Work, 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 Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder’s request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder 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 supplied or installed 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 Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, 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 Design-Builder’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 Construction Work set forth in Section 12.2.2 of the Agreement.

§ 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 Construction 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 Design-Builder 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 Construction 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 Construction Work as set forth in

Section 12.2.2 of the Agreement, “all-risks” property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1.1, notwithstanding the undertaking of the Construction 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 Construction 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 first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

[] **§ 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 DESIGN-BUILDER’S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) upon execution of the Agreement and 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 shall show the Owner, City of Birmingham, Alabama and their respective directors, council members, agents, and employees (collectively, the “Owner Insured Parties”) as additional insureds on the policies required to be maintained by the Design-Builder hereunder (with the exception of Workers’ Compensation and Professional Liability policies).

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the policies required to be maintained hereunder by the Design Builder (except Workers’ Compensation and Professional Liability policies) commercial general liability coverage to name (1) the Owner Insured Parties as additional insureds for claims caused in whole or in part by the Design-Builder’s negligent acts or omissions during the Design-Builder’s operations; and (2) the Owner Insured Parties as additional insureds for claims caused in whole or in part by the Design-Builder’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. 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.

§ A.3.2 Design-Builder’s Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder 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 Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:
(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project shall be written on an occurrence form with policy limits of one million \$1,000,000 each occurrence, two million (\$2,000,000 general aggregate, \$5,000 for medical payments, and two million \$2,000,000 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 extended 3 years;
- .5 the Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement;
- .6 XCU perils coverage;
- .7 fellow employee coverage; and
- .8 broad form property damage.

§ A.3.2.2.2 The Design-Builder'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 Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction 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 3.1.14 of the Agreement 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 Construction Work is to be performed on such a project.
- .8 Claims related to roofing, if the Construction Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement.
- .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Business Automobile Liability covering vehicles hired, owned, and non-owned vehicles used, by the Design-Builder, with policy limits of two million \$2,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder 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 of one million (\$1,000,000 each accident, one million (\$1,000,000 each employee, and one million (\$1,000,000 policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of one million \$1,000,000 per claim and two million \$2,000,000 in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

§ A.3.2.9 Cyber Security Insurance. Intentionally Omitted:

§ A.3.3 Design-Builder'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 Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder 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 the Construction Work, state the duration.)

None

§ A.3.3.2 The Design-Builder 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 Design-Builder 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.2.3.1., 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 Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder 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 Agreement unless otherwise set forth below:

(Where the Design-Builder'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 Agreement, indicate the responsible party below.)

Additional Requirements:

1. Coverage shall insure interest of Owner and Design-Builder
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 Design-Builder as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for Construction Work within fifty (50) feet of railroad property.

- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of (\$) 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 Design-Builder and used on the Project, including scaffolding and equipment which is scheduled for the Work but has not been delivered to the job site
- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Design-Builder and any applicable limits.)

Coverage	Limits
Umbrella	\$10,000,000

§ A.3.4 Insurance Coverage Required of Design-Builder’s Architect, Consultants, and Subcontractors

The Design-Builder shall require the Architect, Consultants, and Subcontractors to 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 Design-Builder shall obligate the Architect, Consultants, and Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below.

(List below the types of insurance required of the Design-Builder’s Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

None

§ A.3.5 Performance Bond and Payment Bond

The Design-Builder 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	100% of the Contract Sum
Performance Bond	100% of the Contract Sum

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

§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

THE DESIGN BUILDER 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.

AIA[®] Document A141[®] – 2024 Exhibit B

Design-Build Amendment

This Amendment dated the [redacted] day of [redacted] in the year 2026 (the “Amendment”) is incorporated into, and amends, AIA Document A141[®]–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, as amended dated the [redacted] day of [redacted] in the year 2026 (the “Agreement”) (In words, indicate day, month, and year.)

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

Birmingham Shuttlesworth International Airport (the “Airport”) [redacted]

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

Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212
Attention: Mr. Marcelo Lima

THE DESIGN-BUILDER:
(Name, legal status, and address)

[redacted]
[redacted]

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- B.1 CONTRACT SUM
- B.2 CONTRACT TIME
- B.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- B.4 DESIGN-BUILDER'S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS
- B.5 OWNER'S SEPARATE CONTRACTORS
- B.6 COST OF THE WORK

ARTICLE B.1 CONTRACT SUM

§ B.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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Design-Builder's performance of the Agreement after the execution of this Amendment. The Contract Sum shall be the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment. The Contract Sum shall include Early Release Work but shall not include any other compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section B.1.2 below
- Cost of the Work plus the Design-Builder's Fee, in accordance with Section B.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section B.1.4 below

(Based on the selection above, complete Section B.1.2, B.1.3 or B.1.4 below.)

§ B.1.2 Stipulated Sum

§ B.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.

§ B.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None

§ B.1.2.3 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ B.1.2.4 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

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

§ B.1.3 Cost of the Work Plus Design-Builder's Fee

Intentionally Deleted.

§ B.1.4.3 Guaranteed Maximum Price

Intentionally Deleted.

§ B.1.5 Payments

§ B.1.5.1 Progress Payments

§ B.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ B.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

None

§ B.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the amount certified to the Design-Builder not later than the _____ day of the _____ month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ B.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ B.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ B.1.5.1.6 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ B.1.5.1.7 The allocation of the Guaranteed Maximum Price under this Section B.1.5.1 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ B.1.5.1.8 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ B.1.5.1.9 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections B.1.5.1.4 or B.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ B.1.5.1.10 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ B.1.5.2 Progress Payments—Stipulated Sum

§ B.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ B.1.5.2.2 In accordance with AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, and subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ B.1.5.2.2.1 The amount of each progress payment shall include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Change Directives that the Owner determines to be reasonably justified.

§ B.1.5.2.2.2 The amount of each progress payment shall be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A141–2024;
- .3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, sub-subcontractor, or material supplier, unless the Work has been performed by others the Subcontractor intends to pay;
- .4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A141–2024; and
- .5 Retainage withheld pursuant to Section B.1.5.2.3.

§ B.1.5.2.3 Retainage

§ B.1.5.2.3.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) of the estimated amount of Work until the Work is fifty percent (50%) complete, at which time no additional retainage will be withheld; provided, however, that any existing retainage already withheld may continue to be withheld.

§ B.1.5.2.3.2 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

§ B.1.5.2.3.3 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section B.1.5.2.3.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section B.1.5.2.3.4, insert provisions for such modifications.)

None

§ B.1.5.2.3.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, except that:

(Insert any conditions precedent to the release of all or a portion of the retainage, such as correction of the Construction Work, consent of surety, etc.)

Owner may continue to withhold the existing retainage until Design-Builder has completed or corrected all items or Work requiring correction or completion pursuant to Article 12 of the Agreement.

§ B.1.5.2.3.5 Except with the Owner’s prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ B.1.5.3 Progress Payments—Cost of the Work Plus a Fee

Intentionally Deleted.

§ B.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

Intentionally Deleted.

§ B.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed

§ B.1.5.5 Final Payment

§ B.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

- .1 the Design-Builder has fully performed the Agreement, except for the Design-Builder’s responsibility to correct Construction Work as provided in Article 12 of AIA Document A141–2024, as amended and to satisfy other

- requirements, if any, which extend beyond final payment;
- .2 the Design-Builder has submitted a final Application for Payment and, if the Contract Sum is based on the Cost of the Work, a final accounting for the Cost of the Work;
- .3 a final Certificate for Payment has been issued by the Owner in accordance with Article 9 of AIA Document A141–2024, as amended;
- .4 other conditions precedent to the Owner’s obligations to issue final payment to the Design-Builder:
(Insert any other conditions precedent to final payment.)

None

§ B.1.5.5.2 If the Contract Sum is based on the Cost of the Work, within 30 days of the Owner’s receipt of the Design-Builder’s final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ B.1.5.5.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors’ findings to the Design-Builder.

§ B.1.5.5.2.2 Within seven days after receipt of the written report described in Section B.1.5.5.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section B.1.5.5.1 have been met, the Owner will either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner’s reasons for withholding a certificate. The time periods stated in this Section B.1.5.5.2.2 supersede those stated in Article 9 of AIA Document A141–2024. The Owner is not responsible for verifying the accuracy of the Design-Builder’s final accounting.

§ B.1.5.5.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Design-Builder’s final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Article 15 of the AIA Document A141–2024, as amended, without seeking an initial resolution of the claim pursuant to Article 15 of AIA Document A141–2024, as amended. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder’s receipt of a copy of the Owner’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner’s auditors within 30 days or such shorter period required by law.

§ B.1.5.5.3 If, subsequent to final payment, and at the Owner’s request, the Design-Builder incurs costs, described in Sections B.6.2, and not excluded by Section B.6.3, to correct defective or nonconforming Construction Work, the Owner shall reimburse the Design-Builder for such costs, and the Design-Builder’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if the Contract Sum is based on the Cost of the Work subject to a Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section B.1.4, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section B.1.5.5.3 in determining the net amount to be paid by the Owner to the Design-Builder.

ARTICLE B.2 CONTRACT TIME

§ B.2.1 The date of commencement of the Construction Work shall be:
(Check one of the following boxes.)

[] The date of execution of this Amendment.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Construction Work.)

As set forth in Section 1.1.7.2 of AIA Document A141–2024, as amended.

If a date of commencement of the Construction Work is not selected, then the date of commencement of the Construction Work shall be the date of execution of this Amendment.

§ B.2.1.1 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Construction Work.

§ B.2.2 Substantial Completion

§ B.2.2.1 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: The date set forth in Section 1.1.7.3 of AIA Document A141–2024, as amended.

§ B.2.2.2 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, if portions of the Work are to be Substantially Complete prior to Substantial Completion of the entire Work, the Design-Builder shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ B.2.2.3 Other:

(Insert provisions for bonus, shared savings, cost savings, or other incentives, if any, that might result in a change to the Contract Sum or Guaranteed Maximum Price.)

ARTICLE B.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ B.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ B.3.1.1 The following Supplementary and other Conditions of the Agreement:

Document	Title	Date	Pages

§ B.3.1.2 The following Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ B.3.1.3 The following Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ B.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective, identify the document or documents that comprise the Sustainability Plan by title, date, and number of pages, and include other identifying information. The Sustainability Plan identifies and describes

the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Not Applicable		
Other identifying information:		
Not Applicable		
§ B.3.1.5 Assumptions and clarifications, if any: (Identify each assumption and clarification.)		
Not Applicable		
§ B.3.1.6 Deviations from the Owner’s Criteria as adjusted by a Modification:		
Not Applicable		
§ B.3.1.7 To the extent the Design-Builder shall be required to submit any Submittals to the Owner for review, indicate any such submissions below: (List any Submittals that the Design-Builder is required to submit to the Owner for review.)		
Not Applicable		
§ B.3.1.8 Owner’s Intended BIM Uses The Owner intends to utilize Building Information Modeling (“Model”) on the Project for the following post construction uses. Any use in addition to those identified below shall be at the Owner’s sole risk: (Examples include building system maintenance, building system analysis, asset management, space management and tracking, disaster planning, and record modeling.)		
Not Applicable		
§ B.3.1.8.1 The Owner agrees that the extent of its reliance on any Model, or a portion thereof, shall be in accordance with a BIM Execution Plan agreed to by the Parties. If the Parties do not agree to a BIM Execution Plan, the Owner’s reliance on any Model shall be at the Owner’s sole risk.		
ARTICLE B.4 DESIGN-BUILDER’S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS		
§ B.4.1 The Design-Builder’s key personnel are identified below: (Identify name, title, and contact information.)		
.1 Superintendent		
Cell: Desk: Email:		
.2 Project Manager		

[Redacted]
[Redacted]
Cell:
Desk:
Email:

.3 Others

[Redacted]
[Redacted]
Cell:
Desk:
Email:

§ B.4.2 In addition to the persons or entities identified in the Agreement, the Design-Builder shall retain the following Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

[Redacted]
Cell:
Desk:
Email:

ARTICLE B.5 OWNER'S SEPARATE CONTRACTORS

§ B.5.1 The Owner shall retain the following Separate Contractors to perform construction or operations related to the Project:
(List name, discipline, address, and other information for each Separate Contractor and identify the construction or operations to be performed by such Separate Contractor.)

As set forth in Section 1.2.2.4 of the AIA Document A141–2024, as amended.

ARTICLE B.6 COST OF THE WORK

§ B.6.1 The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Section B.6.2.

§ B.6.1.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner's prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ B.6.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ B.6.2 Cost to Be Reimbursed as Part of the Contract

§ B.6.2.1 Labor Costs

§ B.6.2.1.1 Wages or salaries of construction workers directly employed by the Design-Builder to perform the Construction Work at the site or, with the Owner's prior approval, at off-site workshops.

§ B.6.2.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site and performing Construction Work, with the Owner's prior approval.

§ B.6.2.1.3 Wages or salaries of the Design-Builder's supervisory and administrative personnel when performing Construction Work and stationed at a location other than the site, but only for that portion of time required for the Construction Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Construction Work.)

§ B.6.2.1.4 Wages and salaries of the Design-Builder’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Construction Work, but only for that portion of their time required for the Construction Work.

§ B.6.2.1.5 Costs paid or incurred by the Design-Builder, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section B.6.2.1.

§ B.6.2.1.6 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ B.6.2.2 Consultant and Subcontract Costs. Payments made by the Design-Builder to the Architect, Consultants, Subcontractors, and suppliers in accordance with the requirements of their subcontracts or similar agreements.

§ B.6.2.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ B.6.2.3.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ B.6.2.3.2 Costs of materials described in the preceding Section B.6.2.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Construction Work or, at the Owner’s option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.6.2.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ B.6.2.4.1 Costs of transportation, storage, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and costs of hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Construction Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ B.6.2.4.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Design-Builder, or a related party as defined in Section B.6.2.7 shall be subject to the Owner’s prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ B.6.2.4.3 Costs of removal of debris from the site of the Construction Work and its proper and legal disposal.

§ B.6.2.4.4 Costs of the Design-Builder’s site office, including general office equipment and supplies.

§ B.6.2.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner’s prior approval.

§ B.6.2.5 Miscellaneous Costs

§ B.6.2.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract.

§ B.6.2.5.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Design-Build Documents, with the Owner’s prior approval.

§ B.6.2.5.1.2 Costs for insurance through a captive insurer owned or controlled by the Design-Builder, with the Owner's prior approval.

§ B.6.2.5.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Design-Builder is liable.

§ B.6.2.5.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Design-Builder is required by the Design-Build Documents to pay.

§ B.6.2.5.4 Fees of laboratories for tests required by the Design-Build Documents; except those related to defective or nonconforming Construction Work for which reimbursement is excluded under Article 12 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section B.6.2.6.3.

§ B.6.2.5.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Design-Build Documents.

§ B.6.2.5.5.1 The cost of defending suits or claims for infringement of patent rights arising from Owner-imposed requirements in the Design-Build Documents, payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Design-Builder had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Design-Builder failed to promptly furnish such information to the Owner as required by Article 3 of AIA Document A141-2024, as amended. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Design-Builder's Fee or subject to the Guaranteed Maximum Price.

§ B.6.2.5.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ B.6.2.5.7 Costs of document reproductions and delivery charges.

§ B.6.2.5.8 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ B.6.2.5.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ B.6.2.5.10 Expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation and temporary living allowances of the Design-Builder's personnel required for the Work, with the Owner's prior approval.

§ B.6.2.5.11 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ B.6.2.6 Other Costs and Emergencies

§ B.6.2.6.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ B.6.2.6.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A141-2024, as amended.

§ B.6.2.6.3 Costs of repairing or correcting damaged or nonconforming Construction Work executed by the Design-Builder, Subcontractors, or suppliers, provided that such damaged or nonconforming Construction Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Design-Builder, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Subcontractors, suppliers, or others.

§ B.6.2.6.4 Costs of implementation of, and compliance with, protective safeguards that may be required under the Design-Builder's or Owner's builder's risk policy.

§ B.6.2.7 Related Party Transactions

§ B.6.2.7.1 For purposes of this Section B.6.2.7, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Design-Builder; (2) any entity in which any stockholder in, or management employee of, the Design-Builder holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Design-Builder; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Design-Builder.

§ B.6.2.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Section B.6.5. If the Owner fails to authorize the transaction in writing, the Design-Builder shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Section B.6.5.

§ B.6.3 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section B.6.2.1 or as may be provided elsewhere in the Agreement;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Design-Builder's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Section B.6.2;
- .5 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .6 Except as provided in Section B.6.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of the Agreement by, the Design-Builder, Contractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Section B.6.2; and
- .8 Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ B.6.4 Discounts, Rebates, and Refunds

§ B.6.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ B.6.4.2 Amounts that accrue to the Owner in accordance with Section B.6.4.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.6.5 Other Agreements

§ B.6.5.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed Subcontractors and suppliers and, subject to Section 5.9.1.1 of the Agreement, to object to any Subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work

in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ B.6.5.1.1 When a specific Subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ B.6.5.2 Subcontracts or other agreements shall conform to the applicable payment provisions of the Design-Build Documents and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in this Amendment.

§ B.6.6 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls, as may be necessary for proper financial management under the Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor invoices, purchase orders, vouchers, memoranda, and other data relating to this Agreement. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ B.6.7 Relationship of the Parties

If the basis of payment to the Design-Builder is the Cost of the Work plus a Fee without a Guaranteed Maximum Price or the Cost of the Work plus a Fee with a Guaranteed Maximum Price, the Design-Builder accepts the relationship of trust and confidence established by the Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

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

BIRMINGHAM AIRPORT AUTHORITY

[DESIGN-BUILDER]

OWNER *(Signature)*

Ronald F. Mathieu, President & CEO

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)