

THE UNIVERSITY OF ALABAMA

General Requirements for Title 39 and Public Works Purchase Orders

January 11, 2010

The following items are to be included in the scope of each Purchase Order individually, in part, or comprehensively as applicable and are to be incorporated by express reference in each proposal fully and to the same effect as if the same had been set forth at length in the body of the proposal.

Nothing contained herein shall supersede or replace "The University of Alabama General Terms and Conditions" contained within each purchase order and the two shall be considered complimentary documents.

1. General Cleaning

The Contractor shall clean up daily and remove from the premises all refuse, rubbish, scrap materials and debris to the end that at all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from an opening.

2. Dust Control

The Contractor shall control all dust related to his activities at all times. The Contractor shall use proper and thorough measures to prevent dust migration, protect the air distribution system (including filter replacement as required), and to protect adjacent areas. At no time shall dust be allowed to enter occupied areas either through the air or tracked.

3. Building Access

Access to any construction site or building shall be coordinated by the Contractor with the Project Manager. Project Manager or Contractor must also coordinate building access with the building user and, if needed, with UAPD.

4. Parking / Site Usage

The Contractor shall coordinate the location and amount of parking required with the Project Manager prior to commencement of the Work. The location of parking will be designated and approved by the Project Manager in conjunction with Transportation Services. The University may elect to require that workers must utilize the University provided construction worker

transportation system. All material storage locations or dumpster drops must be submitted by the Contractor and approved by the Project Manager prior to use.

5. Materials, Equipment, and Employees

Unless otherwise stipulated, the Contractor shall furnish all material, equipment, tools, labor, water, light, power, transportation, other services or facilities and incidentals for the proper execution and completion of the Work. Unless otherwise stipulated, Contractor warrants that all materials, products, systems, and equipment incorporated in the Work shall be new and without apparent damage, be of quality equal to or higher than that required by the Contract Documents, be merchantable, and free of defects.

Contractor warrants all labor and services shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments of trades, shall comply with the Contract Documents, and shall be free of defects. Workmen whose work is unsatisfactory, or who are considered unfit or unskilled, or otherwise objectionable, shall be removed from the Work.

6. Erosion Control and Water Quality management

The Contractor is responsible for all measures of erosion control. Measures must be provided to prevent soil and sediment from leaving the project site, and prevent soil bearing water runoff from entering the storm water system. Erosion control shall remain in place until final acceptance by the Owner, or until released by the Owner for final landscape work.

The contractor shall not pour or discharge any chemicals, waste products, paint or debris into the sanitary or storm water system and shall adhere to all environmental regulations at all times.

7. Hazardous Materials

The Contractor is responsible for implementing reasonable controls for materials that may be hazardous to persons or property. The Contractor shall keep Material Safety Data Sheets (MSDS) at the jobsite to serve as a reference to understand the hazards of potentially hazardous materials and what measures may be necessary to protect from fire, reaction, incompatibility, health hazards, environmental damage and other hazards described in the MSDS.

The Contractor is responsible for the proper storage and disposal of potentially hazardous materials as required by law or routine construction industry practices.

The Contractor shall maintain adequate supplies at the jobsite or readily available to be used for clean-up and/or containment of any hazardous material spills or releases.

8. Underground Utilities

- a. The Contractor shall contact the Owner's Project Manager to obtain the "Pre-Construction Sign-Off Sheet before Excavation" and to notify the Project Manager that they are calling to obtain all markings needed.
- b. The Contractor shall have this "Pre-Construction Sign-Off Sheet before Excavation" completed with an excavation confirmation number provided. A two (2) day notice is required for marking.
- c. The Contractor shall submit the completed sign-off sheet to the Owner through the UA Project Manager or Project Architect a minimum of forty-eight (48) hours prior to beginning any work.
- d. The Contractor shall, as a minimum, have the sign-off sheet updated a minimum of every two (2) weeks and shall submit such updated sign-off sheet(s) to the university Project Manager or Project Architect.
- e. The Contractor shall be responsible for maintaining the utility markings as needed for the project.
- f. It shall be the Contractor's sole responsibility to ensure each trade specific subcontractor has completed a "Pre-Construction Sign-Off Sheet before Excavation" as required to perform their work.
- g. In the event timely notice of excavation of digging is not given as provided above or if such notice is given but a telephone cable or network fiber is cut or damaged due to the negligence of the Contractor or Subcontractor, the Owner will charge the Contractor the following amounts and may withhold from any accrued payments the amount due:
 - For Telecommunication Lines:

Fiber: \$5000 Service Interruption Fee, plus \$100 per fiber splice (i.e. the fiber is 30 pair, then 60 splices will be required) and cost of materials.

Copper: \$5000 Service Interruption Fee, plus Time (rate is \$35.00/man-hour and \$50.00/overtime man-hour) and cost of materials.
 - For All Other Utilities: Time and Material for the cost of the repair

9. Protection of Work and Property

The Contractor shall at all times adequately maintain, guard and protect its own work from damage, and safely guard the Owner's property from injury or loss arising in connection with the Project. All damaged property of Owner shall be repaired or replaced with new similar property at Contractor's expense, including installations costs at replacement value without deduction or reduction for depreciation. All repairs and replacements shall be done only upon approval of Owner whose decision shall be final. Contractor shall adequately protect adjacent property as

provided by law and Contract Documents. Any damage to existing structures or the interruption of utility services shall be repaired or restored promptly at the expense of the Contractor.

10. Safety

The Contractor shall take all necessary precautions for the safety of public and employees on the Work and shall comply with all applicable provisions of federal, state, and municipal occupational health and safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. The Contractor shall take every reasonable precaution against injuries to persons or damages to property.

11. Jobsite Access Control

The Contractor shall take reasonable action to establish a hardened perimeter as necessary to prevent unauthorized access. Knowing pedestrians are a key element on the University's campus, the Contractor shall be keenly aware of the tendency for students, faculty, staff and guests to inadvertently enter an area that may be considered a restricted access. This may require employing precautions beyond what is reasonable for a typical construction project, some of which may include posting warning signs, controlled-access gates, posting a lookout, etc.

12. Building Environmental Controls

The Contractor shall provide temporary closures for the windows, doors, and all temporary openings and take every reasonable precaution to prevent the escape of conditioned air from the building, or the entrance of unconditioned air into the building. Except as elsewhere called for the minimum temperature required in unoccupied spaces will be from 45 F to 65 F.

13. Subcontractor Coordination

The Contractor shall be solely responsible for the coordination of Subcontractors, of the trades, and of material suppliers engaged upon the work or delivering materials.

14. Final Clean Up

Before final completion and final acceptance the Contractor shall remove from the Owner's property, and from all public and private property, all tools, scaffolding, falsework, temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish and waste material; and all surplus material, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

In addition to the above the Contractor shall be responsible for the following special cleaning for all trades as the work shall have been completed:

- a. Cleaning of all painted, enameled, stained, or baked enamel work: removal of all stains, fingerprints and splatters from such surfaces.
- b. Cleaning of all glass: cleaning and removing of all stickers, labels, stains, paint, dirt and dust, and washing and polishing of the interior and exterior of the same.
- c. Cleaning all wall, ceiling, door, and floor finishes of all kinds: removal of all splatters, stains, paint, dirt and dust, and the washing and polishing of all floors as recommended by the manufacturer or as required by the Owner.
- d. Cleaning of all manufactured articles, materials, fixtures, appliances and equipment: removal of all stickers, rust stains, labels and temporary covers; cleaning and conditioning of all manufactured articles, material, fixtures, appliances and electrical, heating and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Owner; blowing out or flushing out of all foreign matter from al dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers or similar features; and freeing or cleaning identification plates on all equipment of excess paint and the polishing thereof.
- e. Replacement of all HVAC filters affect by the scope of work prior to final inspection by the Owner.

15. Payments Withheld

The Awarding Authority may withhold payment of the whole, or any part, of a verified or approved Application for Payment to the extent necessary to protect it against loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective Work not remedied by the Contractor nor in the opinion of the Awarding Authority, likely to be remedied by Contractor;
- b. Evidence indicating probable filing of claims by other parties against the Contractor;
- c. Failure of the Contractor to promptly make payments to Sub-contractors or for materials labors, foodstuffs, and supplies;
- d. Damage to another contractor under a separate contract with the Awarding Authority; or
- e. Evidence indicating probable filing of claims by third parties against the Awarding Authority or the Awarding Authority's property;
- f. A dollar value will be accessed for final inspection punch list items and held in addition to retainage until completed;
- g. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages.

When the above causes are removed, payments withheld will then be paid.

The Awarding Authority shall have the right to withhold from payments due to the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another Contract.