



ARCHITECT'S JOB NO. 22-143

DATED: March 10, 2023

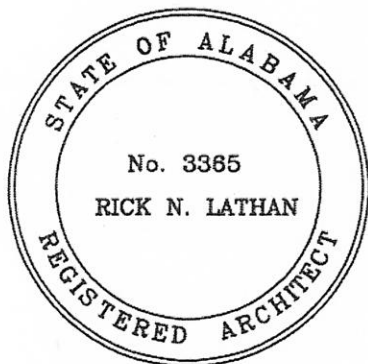
**BUTLER BUILDING FOR SURPLUS,  
WALLACE DRIVE CAMPUS**

**ACCS NO. 2022 159 GSCC**

**OWNER**

**GADSDEN STATE COMMUNITY COLLEGE  
1001 GEORGE WALLACE DRIVE  
GADSDEN, AL 35903**

**DR. KATHY L. MURPHY      President**







**SPECIFICATION INDEX**  
**BUTLER BUILDING FOR SURPLUS, WALLACE DRIVE CAMPUS**  
**Architect Job No. 22-143**

Title Sheet  
Index  
Project Team List  
List of Drawings  
General Contractor's Qualifying Conditions

**BIDDING REQUIREMENTS**

Pre-Bid Procedures  
Pre-Bid RFI Form  
Digital Plan Room Sign-on Instructions  
Instructions to Bidders (ACCS Form 5-C)  
E-Verify Memorandum of Understanding  
Proposal Form (ACCS Form 5-E)  
Accounting of Sales Tax (ACCS Form 5-H)  
Bid Bond (ACCS Form 5-F)

**CONTRACT FORMS**

Construction Contract (ACCS Form 2-A)  
Performance Bond (ACCS Form 2-C)  
Payment Bond (ACCS Form 2-D)  
State of Alabama Disclosure Statement  
Application and Certificate for Payment  
Inventory of Stored Material  
Progress Schedule and Report  
Contract Change Order (ACCS Form 2-F)  
Change Order Justification (ACCS Form 2-6)  
General Contractor's Roofing Guarantee (ACCS Form 6-L)  
General Contractor's Five Year Building Envelope Guarantee  
Certificate of Substantial Completion (ACCS Form 6-K)  
Contractor's Affidavit of Payment of Debts and Claims (ACCS Form 6-N)  
Contractor's Affidavit of Release of Liens (ACCS Form 6-P)  
Consent of Surety to Final Payment (ACCS Form 6-Q)  
Sample Form of Advertisement of Completion (ACCS Form 6-M)

**CONDITIONS OF THE CONTRACT**

General Conditions of the Contract (ACCS Form 2-B)

**DIVISION 1 - GENERAL REQUIREMENTS**

01010	Alternates
01020	Allowances
01025	Summary of Work
01030	Special Project Requirements
01035	Special Project Procedures
01040	Project Coordination
01045	Cutting and Patching
01200	Temporary Facilities and Controls
01300	Quality Control Services
01350	Shop Drawing Submittals
	• Electronic Submittal Agreement
01360	Product Substitution Procedures
	• Prior Approval / Substitution Request Form
01400	Materials and Equipment

01410	QA/QC, Structural Tests and Structural Special Inspections
	<ul style="list-style-type: none"> <li>• Statement of Special Inspections</li> <li>• Fabricator's Certificate of Compliance</li> <li>• Quality Assurance Plan</li> <li>• Contractor's Statement of Responsibility</li> <li>• Final Report of Special Inspections</li> <li>• Agent's Final Report</li> </ul>
01500	Selective Demolition
01700	Project Clean-Up
01800	Change Order Procedures
01900	Warranties
	<ul style="list-style-type: none"> <li>• General Contractor Warranty Form</li> <li>• Sub-Contractor Warranty Form</li> </ul>
01910	Contract Close Out

## **DIVISION 2 – SITEWORK**

02125	Site Protection
02280	Soil Poisoning
02300	Earthwork
02410	Lawns and Planting
02630	Storm Drainage
02751	Site Concrete Walks, Curbs & Paving
02810	Fences and Gates

## **DIVISION 3 -CONCRETE**

03300	Cast-in- Place Concrete
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## **DIVISION 5 – METALS**

05120	Structural Steel
05500	Miscellaneous Metals

## **DIVISION 6 – CARPENTRY**

06100	Rough Carpentry
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## **DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

07213	Pre-Engineered Metal Building Insulation
07621	Sheet Metal Work Flashing and Trim
07910	Caulking and Sealants

## **DIVISION 8 – WINDOWS AND DOORS**

08110	Hollow Metal Doors and Frames
08360	Rolling Sectional Overhead Door
08710	Finish Hardware

## **DIVISION 9 – FINISHES**

09910	Paint
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## **DIVISION 10 – SPECIALTIES**

10426	Identifying Devices
10428	Roof Information Plaque

## **DIVISION 12 – FURNITURE AND FIXTURES**

12100	Fire Extinguishers
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## **DIVISION 13 – SPECIAL CONSTRUCTION**

13100	Pre-Engineered Steel Building
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**DIVISION 15 – MECHANICAL**

See HVAC Drawings

**DIVISION 16 – ELECTRICAL**

See Electrical Drawings

**PRE-CONSTRUCTION CONFERENCE AGENDA (Sample)**

NOTE: This Index is for convenience only. Its accuracy and completeness are not guaranteed, and it is not to be considered part of the Specifications. In case of discrepancy, the Specifications shall govern. Certain items may be included by means of notes on the Drawings; such items are not necessarily covered in the Specifications. Contractor shall verify all existing conditions and all dimensions at the project site.



**TEAM LIST**  
**BUTLER BUILDING FOR SURPLUS, WALLACE DRIVE CAMPUS**  
**Architect Job No. 22-143**

**OWNER:** GADSDEN STATE COMMUNITY COLLEGE  
1001 George Wallace Drive  
Gadsden, AL 35903

**ARCHITECT:** LATHAN ASSOCIATES ARCHITECTS, P. C.  
300 Chase Park South, Suite 200  
Hoover, AL 35244  
Phone: 205-988-9112  
[rfi@lathanassociates.com](mailto:rfi@lathanassociates.com)

**CIVIL:** LBYD, INC.  
880 Montclair Road, Suite 600  
Birmingham, AL 35213

**STRUCTURAL:** STRUCTURAL DESIGN GROUP  
300 Chase Park South, Suite 125  
Birmingham, AL 35244

**MECHANICAL/  
ELECTRICAL:** DEWBERRY ENGINEERING  
2 Riverchase Office Plaza  
Suite 205  
Hoover AL 35244



**LIST OF DRAWINGS**  
**BUTLER BUILDING FOR SURPLUS, WALLACE DRIVE CAMPUS**  
**Architect Job No. 22-143**

**DRAWINGS INDEX**                      **(SET 19 TOTAL SHEETS)**

**GENERAL**            **(2 SHEETS)**

T1                      TITLE AND INDEX  
LS1                    LIFE SAFETY PLAN

**CIVIL**    **(3 SHEETS)**

C0.1                  CIVIL NOTES  
C1.0                  SITE LAYOUT, GRADING, DRAINAGE & EROSION CONTROL PLAN  
C2.0                  CIVIL DETAILS

**ARCHITECTURAL** **(4 SHEETS)**

A1                    ROOF PLAN & DETAILS  
A2                    FLOOR PLAN, DOOR SCHEDULE & DETAILS  
A3                    BUILDING ELEVATIONS AND BUILDING SECTIONS  
A4                    WALL SECTIONS

**STRUCTURAL** **(3 SHEETS)**

S1                    GENERAL NOTES  
S2                    TYPICAL DETAILS  
S3                    FOUNDATION PLAN AND SECTIONS

**MECHANICAL** **(3 SHEETS)**

M1                    MECHANICAL LEGEND AND SCHEDULES  
M2                    MECHANICAL DETAILS AND CONTROLS  
M3                    MECHANICAL FLOOR PLAN

**ELECTRICAL** **(4 SHEETS)**

E1                    ELECTRICAL LEGEND AND NOTES  
E2                    ELECTRICAL SITE PLAN, RISER DIAGRAM AND DETAILS  
E3                    ELECTRICAL FLOOR PLAN  
E4                    ELECTRICAL SPECIFICATIONS





## QUALIFYING CONDITIONS FOR GENERAL CONTRACTORS:

The following conditions and terms may be required upon Owner's request and it shall be each Contractor's responsibility to ensure that they meet the minimum requirements set forth.

General Contractors wishing to bid on this school project shall meet the following minimum provisions regarding responsibility, in addition to all other requirements listed herein: Contractor shall have constructed not less than one educational project of similar size and complexity within the last five (5) years, with similar costs prorated for construction cost increases and Contractor shall be capable of 100% bonding of materials and 100% bonding of labor. All General Contractors wishing to bid shall have a minimum of five (5) years of experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be approved.

Each General Contractor shall submit a list of all educational projects within the last five years and a statement from the Owners certifying faithful performance that construction completion was, or will be, obtained without protracted delay and/or defective work for the project. Full explanation should be submitted for any delayed completion. Inexperienced or non-responsible contractors are precluded from bidding and award.

Each General Contractor shall submit names and qualifications of main construction personnel to be placed on this project. The proposed project superintendent and the project manager shall have a minimum of five (5) years of work experience in their respective positions in managing and constructing projects similar in size, complexity and cost. Resumes of project superintendent and project manager shall be submitted. The Owner reserves the right of approval of the project superintendent.

Equivalent experience and qualifications will be considered where the bidder can demonstrate special management and construction abilities, expert workmen and past experience in constructing similar complex structures of similar size and cost such as hospitals, college buildings, multi-story office buildings, court houses, jails, hotels, etc. No consideration will be given to wood frame, residential projects, parking structures, small one story strip shopping centers, warehouses and industrial buildings, etc. Under this provision of equivalency, no consideration or award will be given to any contractor whose comparable project value is less than 50% of the value of the project under bid.

Each General Contractor bidding on this project will be required to demonstrate that his major Subcontractors are capable of pre-qualifying under the same conditions stated above.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

The Owner and its representatives shall be the sole judge of the Contractor meeting the requirements set forth. The Owner's decision in determining qualified General Contractors will be final. The Owner reserves the right to act in its best interests in this determination process to waive all technicalities and informalities and to select the best qualified responsible General Contractors who comply with the above stated provisions.

All of the above information shall be required upon the Owner's request and may be considered a condition for award of contract.



## PRE-BID PROCEDURES

### 1. OBTAINING PLANS AND SPECIFICATIONS

#### A. General Contractors

General Contractors must contact the office of the Architect and give the following information about their company:

1. Name, address, phone, email address, Alabama General Contractor's License Number, Bid Limit, and Bid Classification as it appears on current license. This is required in order for Architect to verify that Contractor is currently licensed in a classification that qualifies the General Contractor to bid on the subject project.
2. A maximum of two (2) sets of plans and specifications will be issued to the General Contractor after qualifications have been confirmed and deposit has been received.
3. General Contractors must obtain the contract documents directly from the Architect and be placed on the Architect's official Bidders List. General Contractors may NOT obtain plans, specifications, proposal forms, and other contract documents exclusively from an Internet source, or any source other than the Architect. **If the General Contractor is not on the official Bidders List, their proposal may not be received and recognized at the bid opening.**
4. The following Plan Rooms are used:
  - a. Alabama Graphics Digital Plan Room is also used. See attachment for contact information. **Project Password is Lathan.**
  - b. Refer to Advertisement for Bids for list of Plan Rooms and addresses of Awarding Authority and Architect.
5. Addenda are only sent to the Plan Rooms, the Awarding Authority and the General Contractors who are on the Official Bidders List. Addenda are not sent to Subcontractors and/or Vendors.
6. Electronic files and/or CAD files are not considered to be Contract Documents.
  - a. Errors may occur during translation and Lathan Associates Architects, P.C. makes no representation or warranty as to any information contained therein. It will be the responsibility of the General Contractor, Subcontractor and/or Vendor to verify all layouts, dimensions and other information for accuracy with the Contract Documents and subsequent Addenda.
  - b. Electronic files and/or CAD files will not be sent by the Architect, Engineers or Consultants to Contractors for bid purposes.

#### B. Subcontractors and Vendors

1. Subcontractors and Vendors may obtain plans and/or specifications from the following sources:
  - a. Plan Rooms listed in Item 4 above.
  - b. General Contractors
  - c. View set at office of Architect or Awarding Authority.

2. Architect's office will not release plans and specifications to Subcontractors and Vendors.
3. Architect's office will email a copy of Bidders List to Subcontractors and Vendors upon request. Bidders List is also available on Alabama Graphics Digital Plan Room.

## **2. DEPOSIT ON PLANS AND SPECIFICATIONS**

- A. Deposit will be returned. to General Contractors under the following conditions:
  1. Plans and specifications must be returned to the office of the Architect within thirty days of bid date.
  2. Plans and specifications must be bound in the same manner as originally received from the Architect.
  3. Plans and specifications must be in good, reusable condition. Missing pages/sheets, excessive markings, use of highlighters, and other detrimental conditions may cause forfeiture of deposit. Rule of thumb: If the Architect cannot present the set to the successful Contractor for use in construction, then the set will be destroyed, and cost of re-printing is used from the proceeds of the forfeited deposit.
  4. General Contractors who obtain plans and specifications and wish to withdraw from the Bidders List must do one of the following prior to bid date:
    - a. Return plans and specifications to the office of the Architect, or
    - b. Submit a letter to the office of the Architect stating request to be withdrawn, otherwise, deposit will be forfeited.

## **3. REQUEST FOR INFORMATION (RFI's)**

- A. All RFI's must be numbered and made in writing to the Architect's email [rfi@lathanassociates.com](mailto:rfi@lathanassociates.com). Please include your name, company name, telephone number, and fax number so that we may respond appropriately. Verbal RFI's will not be answered. All RFI's must be in writing.
- B. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with questions regarding the project.
- C. All questions that need to be directed to an Engineer / Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for information.
- D. Bids shall be based upon the official Contract Documents consisting of Plans, Specifications and Addenda. Architect assumes no responsibility for information used by Contractors outside the official Contract Documents.
- E. We will not respond to any correspondence received via any e-mail other than the one listed.

#### 4. REQUESTS FOR PRODUCT APPROVAL

- A. All Requests for Product Approval must be made in writing to the office of the Architect. Requests must be accompanied by Product Substitution Form completed and signed found in Specification Section - 01360 and may be delivered/ mailed/ or emailed to Lathan Associates Architects, P.C., 300 Chase Park South, Suite 200, Hoover, AL 35244. [rfi@lathanassociates.com](mailto:rfi@lathanassociates.com). Please include your name, company name, telephone number, fax number or email address so that we may respond appropriately.
- B. Vendor/Contractor submitting Request for Product Approval must submit data sheets and other such fact-based documentation for substitution with items clearly marked to show compliance with product originally specified. Request must identify model number of substitution that complies with product originally specified. Architect and Interior Design staff will not review Requests for Product Approval that are catalogs and/or binders of manufactured products without separate details showing comparison between specified product and requested substitution.
- C. Products approved by Architect, Interior Designer, Engineer and/or Consultant shall be contingent upon meeting or exceeding the specification and drawing requirements.
- D. The Team List provided within the Specification Manual is for informational purposes only and should not be used to contact Engineers and/or Consultants directly with requests for product approval.
- E. All requests that need to be directed to an Engineer /Consultant must be routed through the Architect's office. If applicable, the Architect will contact the appropriate Engineer / Consultant for approval of product.



## PRE-BID REQUEST FOR INFORMATION FORM

Date: \_\_\_\_\_

Company Submitting Request: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_

Project Name: \_\_\_\_\_

Architect Job No. \_\_\_\_\_

Send to [rfi@lathanassociates.com](mailto:rfi@lathanassociates.com)

RFI NO. \_\_\_\_\_

### RESPONSE:

For Architect's Use:  
Reviewed By / Date: \_\_\_\_\_  
Responded By/ Date: \_\_\_\_\_  
Processed by Addendum No. \_\_\_\_\_  
Comments: \_\_\_\_\_





## Digital Plan Room Sign-On Instructions

To access the Digital Plan Room, please click on the following link. You will want to add this as a trusted site for future emails.

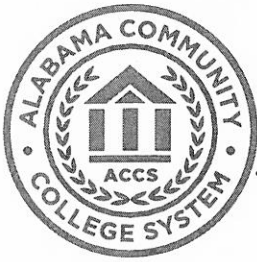
<https://www.algraphicsplanroom.com>

You will need to register to the plan room as a user. Click “**Log In**” on lower left side. You will need to do a search to see if your company already exists on the plans room. Once you register your company and contact information click on “**Private Jobs with Passwords**” and enter the password provided.

Password for this project is lathan.

For technical assistance please call, Customer Service 205.252.8505 or [customerservice@algraphics.com](mailto:customerservice@algraphics.com).





### INSTRUCTIONS *to* BIDDERS

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#### CONTENTS

1. Bid Documents
2. General Contractor's State Licensing Requirements
3. Qualifications of Bidders and Prequalification Procedures
4. Preference to Resident Contractors
5. Examination of Bid Documents and the Site of the Work
6. Explanations and Interpretations
7. Substitutions
8. Preparation and Delivery of Bids
9. Withdrawal or Revision of Bids
10. Opening of Bids
11. Incomplete and Irregular Bids
12. Bid Errors
13. Disqualification of Bidders
14. Consideration of Bids
15. Determination of Low Bidder by Use of Alternates
16. Unit Prices
17. Award of Contract

**1 BID DOCUMENTS:**

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any supplements to these Instructions to Bidders, the Proposal Form and the Accounting of Sales Tax, and the proposed Contract Documents. The proposed Contract Documents consist of the Construction Contract, the Performance Bond and Payment Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), Drawings, Specifications and all addenda issued prior to execution of the Construction Contract. Bid Documents may be obtained or examined as set forth in the Advertisement for Bids.

**2 GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:**

When the amount bid for a contract exceeds \$50,000, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

**3 QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:**

(a) Any special qualifications required of general contractors, subcontractors, material suppliers, or fabricators are set forth in the Bid Documents.

(B) The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority's published prequalification procedures and criteria.

(C) Release of Bid Documents by the Architect to a prospective bidder will not constitute any determination by the Awarding Authority or Architect that the bidder has been found to be qualified, prequalified, or responsible.

**4 PREFERENCE to RESIDENT CONTRACTORS:**

(If this project is federally funded in whole or in part, this Article shall not apply.)

(A) In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

(B) A nonresident bidder is a contractor which is neither organized and existing under the laws of the State of Alabama, nor maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

**5 EXAMINATION of BID DOCUMENTS and the SITE of the WORK:**

Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. The submission of a bid shall constitute a representation by the bidder that the bidder has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

**6 EXPLANATIONS and INTERPRETATIONS:**

(A) Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification.

(B) Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Architect nor the Awarding Authority will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.

(C) In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Architect's written clarification of the requirements before submission of a bid.

**7 SUBSTITUTIONS:**

(A) The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph "d" below apply.

(B) When the Bid Documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the bidder's proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Architect. If the bidder elects to bid on a substitution without "Pre-bid Approval" as described below, then it will be understood that proof of compliance with specified requirements is the exclusive responsibility of the bidder.

(C) When the Bid Documents identify three or more sources and the list of sources is not followed by "or approved equal" or similar wording, the bidder's proposal shall be based upon one of the identified sources, unless the bidder obtains "Pre-bid Approval" of another source as described below. Under these conditions it will be expressly understood that no product, material, system, item of equipment, or service that is not

identified in the Bid Documents or granted "Pre-Bid Approval" will be incorporated into the Work unless such substitution is authorized and agreed upon through a Contract Change Order.

**(D)** If the Bid Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the bidder's proposal must be based upon the identified sole source.

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

## **8 PREPARATION and DELIVERY of BIDS:**

### **(A) ACCS Form 5-E: Proposal Form:**

**(1)** Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted. A completed ACCS Form 5-H: Accounting of Sales Tax must be submitted with the Proposal Form.

**(2)** All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

**(3)** Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:

- a. the legal name of the bidder,
- b. the state under which laws the bidder's business is organized and existing,
- c. the city (and state) in which the bidder has its principal offices,
- d. the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
- e. the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.

(4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.

(5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.

(6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.

(7) The Proposal Form shall be properly signed by the bidder. If the bidder is:

- a. **an individual**, that individual or his or her "authorized representative" must sign the Proposal Form;
  - b. **a partnership**, the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
  - c. **a corporation**, the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form.
- As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Proposal Form.

(8) Interlineation, alterations or erasures on the Proposal Form must be initialed by the bidder or its "authorized representative".

**(B) ACCS Form 5-H: Accounting of Sales Tax**

A completed ACCS Form 5-H: Accounting of Sales Tax must be submitted with ACCS Form 5-E: Proposal Form. Submission of ACCS Form 5-H is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

**(C) Bid Guaranty**

(1) The Proposal Form must be accompanied by a cashier's check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Awarding Authority.

(2) If a Bid Bond is provided in lieu of a cashier's check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents.

(3) The amount of the cashier's check or Bid Bond shall not be less than five percent of the contractor's bid, but is not required to be in an amount more than ten thousand dollars.



**(D) Delivery of Bids:**

(1) Bids will be received until the time set, and at the location designated, in the Advertisement for Bids unless notice is given of postponement. Any bid not received prior to the time set for opening bids will be rejected absent extenuating circumstances and such bids shall be rejected in all cases where received after other bids are opened.

(2) Each bid shall be placed, together with the bid guaranty, in a sealed envelope. On the outside of the envelope the bidder shall write in large letters "Proposal", below which the bidder shall identify the Project and the Work bid on, the name of the bidder, and the bidder's current general contractor's state license number.

(3) Bids may be delivered in person, or by mail if ample time is allowed for delivery. When sent by mail, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

**9 WITHDRAWAL or REVISION of BIDS:**

(A) A bid may be withdrawn prior to the time set for opening of bids, provided a written request, executed by the bidder or the bidder's "authorized representative", is filed with the Architect prior to that time. The bid will then be returned to the bidder unopened.

(B) A bid which has been sealed in its delivery envelope may be revised by writing the change in price on the outside of the delivery envelope over the signature of the bidder or the bidder's "authorized representative". In revising the bid in this manner, the bidder must only write the amount of the change in price on the envelope **and must not reveal the bid price.**

(C) Written communications, signed by the bidder or its "authorized representative", to revise bids will be accepted if received by the Architect prior to the time set for opening bids. The Architect will record the instructed revision upon opening the bid. Such written communication may be by facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price **and must not reveal the bid price.**

(D) Except as provided in Article 12 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

**10 OPENING of BIDS:**

(A) Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized representatives are invited to be present.

(B) A list of all proposed major subcontractors and suppliers will be submitted by Bidders to the Architect at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids. If the list includes a fire alarm contractor and/or fire sprinkler contractor, Bidders will also submit a copy of the fire alarm contractor's and/or fire sprinkler contractor's permits from the State of Alabama Fire Marshal's Office.



**11 INCOMPLETE and IRREGULAR BIDS:**

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

**12 BID ERRORS:**

**(A) Errors and Discrepancies in the Proposal Form.** In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

**(B) Mistakes within the Bid.** If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

**(1) Timely Notice:** The low bidder must notify the Awarding Authority and Architect in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.

**(2) Substantial Mistake:** The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.

**(3) Type of Mistake:** The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.

**(4) Documentary Evidence:** Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Architect as soon as possible, but no later than three working days after the opening of bids.

The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

**13 DISQUALIFICATION of BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

**(A) Collusion.** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders participating in such agreement or collusion to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See § 39-2-6, Code of Alabama 1975, for possible criminal sanctions.)

**(B) Advance Disclosure.** Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and rebid.

**(C) Failure to Settle Other Contracts.** The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

**14 CONSIDERATION of BIDS:**

**(A)** After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the Awarding Authority will be promoted.

**(B)** If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include supplements to, these Instructions to Bidders setting forth applicable bid procedures. Award or awards will be made to the lowest responsible and responsive bidder or bidders in accordance with such bid procedures.

**15 DETERMINATION of LOW BIDDER by USE of ALTERNATES:**

**(A)** The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base bid within the funds available for the project. Alternates, if any, are listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

**(B)** If alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall announce publicly the funds available for the project. The dollar amount of such funds shall be used to determine the lowest bidder as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening of bids.

**(C)** If the base bid of the lowest bidder exceeds the funds available and alternate bid prices will reduce the base bids to an amount that is within the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price within the funds available.

**(D)** After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

**UNIT PRICES:**

**16 (A) Work Bid on a Unit Price Basis.** Where all, or part(s), of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

**(B) Unit Prices for Application to Change Orders.** As a means of predetermining unit costs for changes in certain elements of the Work, the Bid Documents may require that the bidders furnish unit prices for those items in the Proposal Form. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the successful bidder may be rejected and competitive prices negotiated by the Awarding Authority prior to contract award. Unit prices for application to changes in the work are not effective unless specifically included and agreed upon in the Construction Contract.

## **17 AWARD of CONTRACT:**

**(A)** The contract shall be awarded to the lowest responsible and responsive bidder unless the Awarding Authority finds that all the bids are unreasonable or that it is not in the best interest of the Awarding Authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.

**(B)** A bidder to whom award is made will be notified by telegram, confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

- (1)** Award of contract by Awarding Authority: 30 calendar days after the opening of bids
- (2)** Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority: 15 calendar days after the contract has been presented to the contractor for signature (from the Lead Design Professional)
- (3)** Awarding Authority's approval of the contractor's bonds and evidence of insurance and completion of contract execution: 20 calendar days after the contractor presents complete and acceptable documents to the Architect
- (4)** Notice To Proceed issued to the contractor along with distribution of the fully executed construction contract to all parties: 15 calendar days after final execution of contract by the Awarding Authority, by various State Agencies if required and by the Governor if his or her signature on the contract is required by law

The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by written agreement between the parties. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security.

Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and satisfactory evidence of insurance within the specified period, the Awarding Authority shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest responsible and responsive bidder,

but not more than \$10,000. If no other bids are received, the full amount of the bid guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Awarding Authority.

All bid guaranties, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. If no award is made within the specified period, as it may by agreement be extended, all bids will be rejected, and all guaranties returned. If any potentially successful bidder agrees in writing to a stipulated extension in time for consideration of its bid and its bid was guaranteed with a cashier's check, the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bid bond for the cashier's check.

## END OF INSTRUCTIONS TO BIDDERS



Kay Ivey  
Governor

Bill Poole  
Director of Finance

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
REAL PROPERTY MANAGEMENT  
Division of Construction Management

P.O. Box 301150, Montgomery, AL 36130-1150  
770 Washington Avenue, Suite 444, Montgomery, AL 36104  
Telephone: (334) 242-4082 Fax: (334) 242-4182



Mickey Allen  
Assistant Finance Director  
Real Property Management

Frank Barnes, Director  
Construction Management

## E-Verify Memorandum of Understanding

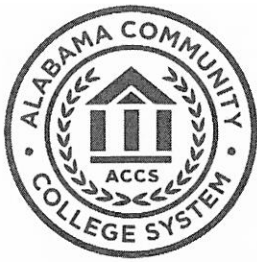
Instructions for inclusion in project manuals.

Per DCM's May 29, 2012 bulletin *Guidance on Act 2012-491 Amending the Alabama Immigration Law*: "Contractors (including architects and engineers) will ... be required to enroll in the E-Verify program and to provide documentation of enrollment in the E-Verify program with their contracts or agreements."

Upon completing enrollment in the E-Verify program available at <https://www.e-verify.gov/employers/enrolling-in-e-verify>, an E-Verify Memorandum of Understanding (MOU) is issued to the enrolled business. The same E-Verify MOU can be repeatedly used until any information in the business's E-Verify user profile is updated, at which time E-Verify updates the printable Company Information section of the MOU, while the original signatory information remains the same. Typically, an E-Verify MOU is 13-18 pages long depending on business type and number of employees.

**DCM requires a copy of the entire current E-Verify MOU document including the completed Department of Homeland Security – Verification Division section (with name, signature and date included) to be submitted as an attachment to each Construction Contract original and to each Agreement Between Owner and Architect original.**





# FACILITIES MANAGEMENT

**ACCS FORM 5-E**

## PROPOSAL FORM

To: Alabama Community College System (**ACCS NO. 2022 159 GSCC**)

Date: \_\_\_\_\_

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

\_\_\_\_\_  
(Legal Name of Bidder)hereby proposes to furnish all labor and materials and perform all work required for the construction of  
**WORK: BUTLER BUILDING FOR SURPLUS, WALLACE DRIVE CAMPUS**in accordance with Drawings and Specifications, dated **March 10, 2023**, prepared by:**Lathan Associates Architects, PC, 300 Chase Park South Suite 200, Hoover, AL 35244, Architect/Engineer**

The Bidder, which is organized and existing under the laws of the State of: \_\_\_\_\_,

having its principal offices in the City of: \_\_\_\_\_,

is: ☐ a Corporation ☐ a Partnership ☐ an Individual ☐ Other: \_\_\_\_\_**LISTING OF PARTNERS OR OFFICERS:**

If Bidder is a Partnership, list all partners and their addresses; if Bidder is a corporation, list the names, titles, and business addresses of its officers:

**BIDDER'S REPRESENTATION:** The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.**ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.**BASE BID:** For construction complete as shown and specified the sum of:

\_\_\_\_\_ Dollars (\$) )

**ALTERNATES:** If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:**N/A**



**UNIT PRICES** – See attachment

**BID SECURITY:** The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information):

- ☐ Bid Bond, executed by \_\_\_\_\_ as Surety,
- ☐ A cashier's check on the \_\_\_\_\_ Bank: \_\_\_\_\_,  
for the sum of: \_\_\_\_\_  
Dollars (\$) \_\_\_\_\_ ) made payable to the Awarding Authority.

**BIDDER'S ALABAMA LICENSE:**

State License for General Contracting: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
**License Number                      Bid Limit                      Type(s) of Work**

**CERTIFICATIONS:** The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

**Legal Name of Bidder:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**\*By (Legal Signature):** \_\_\_\_\_

\*Name & Title (Print): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**(SEAL)**

Email Address: \_\_\_\_\_

\* If other than the individual proprietor, or an above-named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.



## PROPOSAL FORM ATTACHMENT

### UNIT PRICES

For certain items of **credit or extra work**, if required, the undersigned proposes UNIT PRICES as follows:

<u>EARTH EXCAVATION</u>	General	\$ _____/per cu.yd.
	In Trenches	\$ _____/per cu. yd.
<u>EARTH FILL</u>	General	\$ _____/per cu. yd.
<u>UNDERCUT &amp; REPLACEMENT OF UNSUITABLE SOILS</u>		\$ _____/per cu. yd.

Note: All grading shown on the drawings shall be included in the Base Bid as Unclassified to required subgrade elevations. This Base Bid grading shall include the required cutting and filling of the existing grade to the proposed subgrade elevation. Onsite Geotechnical engineer shall determine if unsuitable soils are present.

Note: Costs for profit and overhead shall be included in Unit Prices.

Note: Unit Prices are provided for the addition to or deletion from the contract Base Bid.

BIDDER (to be signed by an Officer of the Company)

_____	by _____
(Name/Title)	(Legal Signature)

WITNESS (to the above signature)

_____	by _____
(Name/Title)	(Legal Signature)





# FACILITIES MANAGEMENT

## ACCS FORM 5-H

(Must be submitted with ACCS Form 5-E)

### ACCOUNTING OF SALES TAX

#### ATTACHMENT TO ACCS FORM 5-E: PROPOSAL FORM

<b>TO:</b>	ALABAMA COMMUNITY COLLEGE SYSTEM	<b>DATE:</b>	
<b>NAME OF PROJECT:</b>	BUTLER BUILDING FOR SURPLUS, WALLACE DRIVE CAMPUS		

#### SALES TAX ACCOUNTING

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

#### ESTIMATED SALES TAX AMOUNT

**BASE BID:**

Dollars \$

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

**Legal Name of Bidder:**

**Mailing Address:**

**\*By (Legal Signature):** \_\_\_\_\_

**\*Name (Print):**

**(SEAL)**

**\*Title (Print):**

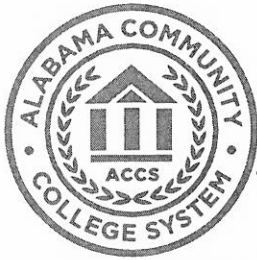
**\*Telephone Number:**

**Email Address:**

**Note:** A completed ACCS Form 5-H: Accounting of Sales Tax must be submitted with ACCS Form 5-E: Proposal Form. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

VER: 1223021





# FACILITIES MANAGEMENT

## ACCS FORM 5-F

### BID BOND

• Do not staple this form; use clips.

The **PRINCIPAL** (Bidder's Company Name and Address)

Name:

Address:

The **SURETY** (Company Name and Primary Place of Business)

Name:

Address:

The **OWNER**

Name: Alabama Community College System

Address: 135 S. Union Street, Montgomery, AL 36130

The **PROJECT** for which the Principal's Bid is submitted (Project name as it appears in the Bid Documents):

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).**

**THE CONDITION OF THIS OBLIGATION** is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

**NOW, THEREFORE**, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, **then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

**SIGNED AND SEALED** this -Day- day of -Month- -Year-

**PRINCIPAL:** \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

NAME AND TITLE

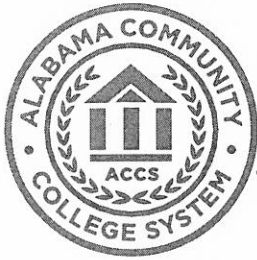
**SURETY:** \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

NAME AND TITLE





# FACILITIES MANAGEMENT

## ACCS FORM 2-A

### CONSTRUCTION CONTRACT

•Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

1	ACCS PROJECT#:			
2	This Construction Contract is entered into this <b>&lt;day&gt;</b> day of <b>&lt;month&gt;</b> in the year of <b>&lt;year&gt;</b>			
3	between the <b>OWNER</b> , the Alabama Community College System on behalf of:  <b>&lt;Select Client&gt;</b>			
	Address:			
	Email:		Phone:	
4	and the <b>CONTRACTOR</b> ,			
	Company Name:			
	Address:			
	Email:		Phone:	
5	for the <b>WORK</b> of the Project identified as:			
6	The <b>CONTRACT DOCUMENTS</b> are dated		and have been amended by	
7	<b>ADDENDA:</b>			





8 The **ARCHITECT** is

Firm Name:

Address:

Email:

Phone:

9 The **CONTRACT SUM** is:

Dollars \$

and is the sum of the Contractor's Base Bid for the Work and the following

10 **BID ALTERNATE PRICES:**

11 The **CONTRACT TIME** is

( ) calendar days

**THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:** The Contract Documents, as defined in the General Conditions of the Contract (ACCS Form 2-B), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Chief Facilities Officer, ACCS Facilities Division, and shall then be substantially completed within the Contract Time.

12 **LIQUIDATED DAMAGES** for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at:

Dollars (\$) per calendar day



- 13 SPECIAL PROVISIONS:** (Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below).

- 14 STATE GENERAL CONTRACTOR'S LICENSE:** The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:			
Bid Limit:		Classifications	

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.



15

**APPROVALS**
**ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHIEF FACILITIES OFFICER

**LOCAL COLLEGE OR TRADE SCHOOL**

BY: \_\_\_\_\_  
AS PRESIDENT OF  
<Select Client>  
\_\_\_\_\_

**CONTRACTING PARTIES**

\_\_\_\_\_  
CONTRACTOR COMPANY

BY: \_\_\_\_\_  
SIGNATURE

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ALABAMA COMMUNITY COLLEGE SYSTEM  
(AS OWNER)**

BY: \_\_\_\_\_  
CHANCELLOR





# ACCS FORM 2-C

<b>7 SURETY'S BOND NUMBER:</b>	
<b>1 The PRINCIPAL</b> (Company name and address of Contractor as appears in the Construction Contract)	
<b>NAME:</b>	
Address:	
<b>2 The SURETY</b> (Company name and primary place of business)	
<b>NAME:</b>	
Address:	
<b>3 The OWNER:</b> THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:	
Address:	
<b>4 The PENAL SUM</b> of this Bond (the Contract Sum):	
<b>5 DATE</b> of the Construction Contract:	
<b>6 The PROJECT:</b> (Same as appears in the Construction Contract)	





**1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**2.** The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

**3.** Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.

**4.** The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:

(a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and

(b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.

**5.** In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:

(a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and

(b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.



**6.** As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

**7.** By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:

(a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and

(b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.

**8.** In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

**9.** Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

(a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;

(b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;



(c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;

(d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and

(f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

**10.** All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

**8 SIGNED AND SEALED** this -Day- of -Month- -Year-

**9 SURETY:**

\_\_\_\_\_  
SURETY COMPANY NAME

BY: \_\_\_\_\_  
SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_  
SIGNEE'S TITLE

**10 CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

BY: \_\_\_\_\_  
SIGNEE'S PRINTED NAME

TITLE: \_\_\_\_\_  
SIGNEE'S TITLE

**11 NOTE:** Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.





# ACCS FORM 2-D

7 SURETY'S BOND NUMBER:		
1 The <b>PRINCIPAL</b> (Company name and address of Contractor as appears in the Construction Contract)		
NAME:		
Address:		
2 The <b>SURETY</b> (Company name and primary place of business)		
NAME:		
Address:		
3 The <b>OWNER:</b> THE ALABAMA COMMUNITY COLLEGE SYSTEM ON BEHALF OF:		
Address:		
4 The <b>PENAL SUM</b> of this Bond (the Contract Sum):		
5 <b>DATE</b> of the Construction Contract:		
6 The <b>PROJECT:</b> (Same as appears in the Construction Contract)		





- 1. WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
- 2.** The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.
- 3.** Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
- 4.** Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
- 5.** This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
- 6.** All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.



**8 SIGNED AND SEALED** this -Day- of -Month- -Year-

**9 SURETY:**

\_\_\_\_\_  
SURETY COMPANY NAME

**BY:**

\_\_\_\_\_  
SIGNEE'S PRINTED NAME

**TITLE:**

\_\_\_\_\_  
SIGNEE'S TITLE

**10 CONTRACTOR as PRINCIPAL:**

\_\_\_\_\_  
CONTRACTOR COMPANY NAME

**BY:**

\_\_\_\_\_  
SIGNEE'S PRINTED NAME

**TITLE:**

\_\_\_\_\_  
SIGNEE'S TITLE

**11 NOTE:** Original power of attorney for the Surety's signatory shall be furnished with the original bond form to be attached to each of the contract forms per project.





# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

**By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature

Date

Notary's Signature

Date

Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

ACCS Project No. \_\_\_\_\_

Application No. \_\_\_\_\_

Date: \_\_\_\_\_

# APPLICATION and CERTIFICATE for PAYMENT

*Attach Schedule of Values*

TO OWNER, ALABAMA COMMUNITY COLLEGE SYSTEM Address: _____	PROJECT: _____
FROM CONTRACTOR: Company Name: _____ Address: _____	ARCHITECT/ENGINEER: Firm Name: _____ Address: _____

Total Original Contract	\$
Fully Executed Change Order(s) Numbers ____ through ____	\$
Total Contract To Date	\$
<hr/>	
1. Work Completed to Date per attached Schedule of Values	\$
2. Stored Materials	\$
3. Total Completed Work and Stored Materials ( ____ % of Contract To Date )	\$
<i>(5% of Total Completed Work &amp; Stored Materials [TCWSM] is retained when TCWSM is less than 50% of Total Contract To Date [TCTD]. 0 is retained on final pay. app.)</i>	
4. Less Retainage	(\$ )
5. Total Due	\$
6. Less Total Previous Payments	(\$ )
7. Balance Due This Estimate	\$

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payments were issued and payments received from the Owner and that current payment shown herein has not yet been received.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor's Signature

Name & Title

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_  
Seal: \_\_\_\_\_ Day \_\_\_\_\_ Month, Year

\_\_\_\_\_  
Notary Public's Signature

## ARCHITECT'S/ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, the Architect/ Engineer certifies to the Owner that, to the best of the Architect's/ Engineer's knowledge and belief, the Work has progressed to the point indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount approved.

By \_\_\_\_\_  
Architect's/Engineer's Signature

Name & Title

Date

## INSTRUCTIONS

- Date of first payment application cannot precede the Notice to Proceed's Begin Date.
- A change order must be fully executed before inclusion on a payment application.
- On a final payment application, all change orders must be fully executed and included.
- Contractor's signature date cannot precede the payment application date.
- Progress schedules must be included with non-final payment applications.
- One payment application per month may be submitted.
- Retainage is released when the Certificate of Substantial Completion is fully executed, all other close-out requirements per General Conditions Article 34 are completed and the final payment application is reviewed, approved and processed.

## APPROVAL

\_\_\_\_\_  
Owner

By

Name & Title

Date





SCHEDULE OF VALUES										ACCS Form 6-E	
Project:											
Contractor Company:										ACCS Project No.:	
										Application No.:	
Retainage: 5% of Completed Work and Stored Materials to Date (G) is retained when G Total is less than 50% of Scheduled Value (C) Total. 0 is retained on final payment application.										Application Date:	
										Period From:	
										Period To:	
A	B	C	D	E	F	G		H	I		
Item No.	Description of Work	Scheduled Value (including fully executed change orders)	Work Completed		Materials Presently Stored (Not in D or E)	Completed Work & Stored Materials to Date (D+E+F)	% of Contract to Date (G/C)	Balance to Finish (C-G)	Retainage (Variable Rate)		
			From Previous Application (D+E)	This Period							
1.						\$ -			\$ -		
2.						\$ -			\$ -		
3.						\$ -			\$ -		
4.						\$ -			\$ -		
5.						\$ -			\$ -		
6.						\$ -			\$ -		
7.						\$ -			\$ -		
8.						\$ -			\$ -		
9.						\$ -			\$ -		
10.						\$ -			\$ -		
11.						\$ -			\$ -		
12.						\$ -			\$ -		
13.						\$ -			\$ -		
14.						\$ -			\$ -		
15.						\$ -			\$ -		
16.						\$ -			\$ -		
17.						\$ -			\$ -		
18.						\$ -			\$ -		
19.						\$ -			\$ -		
20.						\$ -			\$ -		
21.						\$ -			\$ -		
22.						\$ -			\$ -		
23.						\$ -			\$ -		
24.						\$ -			\$ -		
25.						\$ -			\$ -		
26.						\$ -			\$ -		
27.						\$ -			\$ -		
28.						\$ -			\$ -		
29.						\$ -			\$ -		
30.						\$ -			\$ -		
TOTALS:						\$ -	\$ -	\$ -	\$ -		



# INVENTORY OF STORED MATERIALS

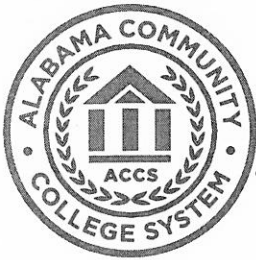
Project:		ACCS Project No.:			
Contractor:		For Estimate No.:			
		For Period Ending:			
A	B	C	D	E	F
DESCRIPTION	MATERIALS STORED LAST PERIOD	PURCHASED THIS PERIOD	TOTAL COLUMNS B + C	MATERIALS USED THIS PERIOD	MATERIALS PRESENTLY STORED

To be used as documentation to support value of Stored Materials reported on APPLICATION AND CERTIFICATE FOR PAYMENT.



SAMPLE PROGRESS SCHEDULE & REPORT				CONTRACTOR (Contractor may use own form ):												DATE OF REPORT:	
ACCS Project No.:																PROCEED DATE:	
PROJECT:																ARCHITECT/ENGINEER:	
WORK DIVISION	%	AMOUNT															
1. GENERAL REQUIREMENTS																	
2. SITEWORK																	
3. CONCRETE																	
4. MASONRY																	
5. METALS																	
6. WOOD AND PLASTIC																100%	
7. THERMAL AND MOISTURE PROTECTION																90%	
8. DOORS AND WINDOWS																80%	
9. FINISHES																70%	
10. SPECIALTIES																60%	
11. EQUIPMENT																50%	
12. FURNISHINGS																40%	
13. SPECIAL CONSTRUCTION																30%	
14. CONVEYING SYSTEMS																20%	
15. MECHANICAL																10%	
16. ELECTRICAL																0%	
TOTAL ORIG. CONTRACT	100%																
ANTICIPATED DRAW IN \$1,000																	
ACTUAL DRAW IN \$1,000																	
LEGEND:			ANTICIPATED ACTIVITY	ACTUAL ACTIVITY	ANTICIPATED CASH FLOW	ACTUAL CASH FLOW	USE ADDITIONAL SHEETS IF JOB IS SCHEDULED OVER 12 MONTHS.										





# FACILITIES MANAGEMENT

**ACCS FORM 2-F**

## CONTRACT CHANGE ORDER

<b>ACCS PROJECT#:</b>		
<b>CHANGE ORDER#:</b>		
<b>DATE:</b>		
<b>PROJECT:</b>		
<b>TO:</b>		
Address:		
<p><b>TERMS:</b> You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated:</p> <p><b>FURNISH</b> the necessary labor, materials, and equipment to: (Description of work to be done or changes to be made. If the description is continued in an attachment, identify the attachment below.)</p>		



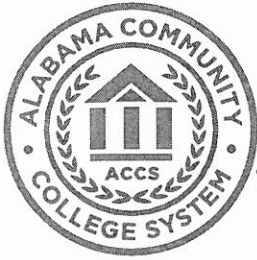


<b>ORIGINAL CONTRACT SUM</b>	\$
<b>NET TOTAL OF PREVIOUS CHANGE ORDERS</b>	<b>\$ 0</b>
<b>PREVIOUS REVISED CONTRACT SUM</b>	\$
<b>THIS CHANGE ORDER WILL</b> <input type="radio"/> <b>INCREASE</b> <input type="radio"/> <b>DECREASE</b>	
<b>THE CONTRACT SUM BY</b>	\$
<b>REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER</b>	\$
<b>EXTENSION OF TIME</b> RESULTING FROM THIS CHANGE ORDER: <input type="radio"/> <b>NONE</b> or <input type="radio"/> <b>CALENDAR DAYS</b> The amount of this Change Order will be the responsibility of: <Select Client>	

The **OWNER** does hereby certify that this **CHANGE ORDER** was executed per the provisions of Title 39, Code of Alabama, 1975, as amended.

<b>RECOMMENDED BY</b>	<b>CONTRACTING PARTIES</b>
_____ ARCHITECTURAL/ENGINEERING FIRM  <b>NAME:</b> _____ <b>TITLE:</b> _____	_____ CONTRACTOR COMPANY  <b>BY:</b> _____ <b>NAME:</b> _____ <b>TITLE:</b> _____
<b>APPROVALS</b>  _____ COMMUNITY COLLEGE PRESIDENT  <b>BY:</b> _____ SIGNATURE OF OFFICER  <b>NAME:</b> _____ <b>TITLE:</b> _____	<b>ALABAMA COMMUNITY COLLEGE SYSTEM</b> (AS OWNER)  <b>BY:</b> _____ CHANCELLOR
<b>ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)</b>  <b>BY:</b> _____ <b>DATE:</b> _____ CHIEF FACILITIES OFFICER	<b>CONSENT OF SURETY</b>  _____ SURETY COMPANY <b>BY:</b> _____ (ATTACH CURRENT POWER OF ATTORNEY)





# FACILITIES MANAGEMENT

## ACCS FORM 2-G

### CHANGE ORDER JUSTIFICATION

CHANGE ORDER #	
ACCS PROJECT #	
DATE:	

•Purpose and instructions on next page. Do not staple this form and/or attachments; use clips

**A PROJECT NAME & LOCATION:**

**OWNER ENTITY NAME & ADDRESS:**

**CONTRACTOR COMPANY NAME & ADDRESS:**

**ARCHITECTURAL/ENGINEERING FIRM NAME & ADDRESS:**

**B DESCRIPTION OF PROPOSED CHANGE(S):**

*Attach contractor's detailed cost proposal(s)*

**AMOUNT:**

☐ ADD

☐ DEDUCT

**TIME EXTENSION:**

**CALENDAR DAYS**

**C ORIGINAL CONTRACT AMOUNT:**

**PREVIOUS C.O.'S**

**THRU**

**CONTRACT AMOUNT PRIOR TO PROPOSED CHANGE ORDER:**

**D JUSTIFICATION FOR NEED OF CHANGE(S):**

**E JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:**

**F ARCHITECT/ENGINEER'S EVALUATION OF PROPOSED COST:**




**CHANGER ORDER RECOMMENDED**
**CHANGE ORDER JUSTIFIED AND APPROVED**

 \_\_\_\_\_  
 ARCHITECTURAL/ENGINEERING FIRM NAME

BY: \_\_\_\_\_

ARCHITECT/ENGINEER'S SIGNATURE

BY: \_\_\_\_\_

OWNER'S PROJECT REPRESENTATIVE SIGNATURE

BY: \_\_\_\_\_

OWNER'S SIGNATURE

BY: \_\_\_\_\_

OWNER'S LEGAL COUNSEL'S SIGNATURE

## CHANGE ORDER JUSTIFICATION: PURPOSE and INSTRUCTIONS

The **CHANGE ORDER JUSTIFICATION** is to be prepared by the design professional, who has evaluated the fairness and reasonableness of the proposed cost of the change(s) and recommends that the proposed Change Order be executed. The fully executed Form **CHANGE ORDER JUSTIFICATION** must accompany the proposed Change Order. Instructions for completing the Change Order Justification form are:

1. Insert the proposed Change Order Number, date of the Justification, and ACCS Project Number in the spaces provided in the upper right-hand corner.
2. **Section (A):** Insert the complete name and address of the PROJECT, OWNER(S), CONTRACTOR, AND ARCHITECT/ENGINEER.
3. **Section (B):** Provide a complete description of the proposed changes in work, referring to and attaching revised specifications and/or drawings as appropriate. An attachment may be used if additional space is needed, but insert the proposed amount and time extension of the change(s) in the spaces provided.  
**Attached a copy of the contractor's detailed cost proposal.**
4. **Section (C):** Insert the Original Contract amount, the net increase or decrease of previous Change Orders, and the Current Contract amount (preceding the currently proposed Change Order).
5. **Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work.
6. **Section (E):** Explain why award of the changed work to the existing contractor instead of awarding the work under the competitive bid process is justified.
7. **Section (F):** The design professional must state his or her evaluation of the reasonableness and fairness of the proposed costs based upon his or her review of the contractor's proposal.
8. **Section (G):** The design professional must recommend the Change Order to the Owner by signing the document; the Owner may require such recommendation from other individuals.



*Do not staple this form and/or attachments; use clips.***GENERAL CONTRACTOR'S  
ROOFING GUARANTEE**

ACCS Project No.

Project Name &amp; Address

Project Owner, Alabama Community College System

--	--

General Contractor's Company Name, Address, &amp; Telephone Number

**EFFECTIVE DATES  
OF GUARANTEE**

Date of Acceptance:

Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.
2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.
3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

- A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.
- C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.
- D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
- E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
General Contractor's Authorized Signature

\_\_\_\_\_  
Typed Name and Title



# GENERAL CONTRACTOR'S FIVE YEAR BUILDING ENVELOPE GUARANTEE

<b>Project Name and Address:</b>	<b>Owner's Name and Address:</b>
<b>Architect's Name and Address:</b>  LATHAN ASSOCIATES ARCHITECTS, P.C. 300 Chase Park South, Suite 200 Hoover, AL 35244  Architect's Job No.: _____	<b>General Contractor's Name, Address, and Phone No.:</b>
<b>EFFECTIVE DATES OF GUARANTEE:</b> Start: _____ Period: Five (5) Years <div style="text-align: center; font-size: small;">Date of Substantial Completion</div>	

General Contractor warrants to the Owner (named above) for a period of Five Years the entire Building Envelope will be weathertight, moisture and wind impermeable and uncompromised as a result of materials and/or workmanship provided. Should any portion of the Building Envelope develop moisture and/or wind infiltration during the warranty period, the General Contractor shall promptly address, employ clean-up and temporary measures to prevent further resultant damage and provide corrections to the Building Envelope and/or consequently damaged work of such quality consistent with the original scope of work as deemed by the Architect. Corrective work shall be subject to special scheduling as required to prevent disruption of the Owner's ongoing operations and shall be subject to the same General Conditions and work ethics as required for the original work.

Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection and any damage caused by such addition. If this contract is for an addition to an existing building, then this guarantee covers the work involved at the point of connection.

Upon discovery, the Owner shall promptly notify the General Contractor of observed or suspected compromises and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such.

The General Contractor shall be afforded reasonable and scheduled opportunity to make periodic preventative observations of the work associated with this warranty.

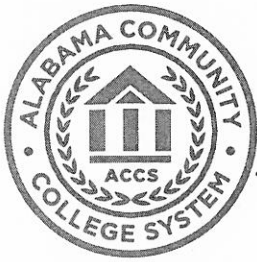
This Building Envelope Warranty shall be effective concurrently with the required DCM Form C-9 General Contractor's Roofing Guarantee and both shall be submitted fully executed as independent documents to the Architect at the time of the Final Inspection.

This instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
General Contractor's Authorized Signature

\_\_\_\_\_  
Typed Name and Title





# FACILITIES MANAGEMENT

## ACCS FORM 6-K

### CERTIFICATE OF SUBSTANTIAL COMPLETION

TO:  
**ACCS FACILITIES MANAGEMENT DIVISION**  
135 S. Union Street  
Montgomery, AL 36130  
(334) 293-4500

• Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents

	<b>ACCS PROJECT#:</b>	
<b>OWNER ENTITY NAME AND ADDRESS:</b>	<b>ARCHITECTURAL/ENGINEERING FIRM NAME &amp; ADDRESS:</b>	
Email to receive executed copy:	Email to receive executed copy:	
<b>CONTRACTOR COMPANY NAME AND ADDRESS:</b>	<b>BONDING COMPANY NAME AND ADDRESS:</b>	
Email to receive executed copy:	Email to receive executed copy:	

**PROJECT:**

**Substantial Completion** has been achieved for \_\_\_\_\_ the entire Work \_\_\_\_\_ the following portion of the Work:

The **Date of Substantial Completion** of the Work covered by this certificate is established to be: \_\_\_\_\_

"Substantial Completion" means the designated Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. The Date of Substantial Completion is the date upon which all warranties for the designated Work commence, unless otherwise agreed and recorded herein.

**Punch List:** A \_\_\_\_\_ page list of items to be completed or corrected prior to the Owner's approval of Final Payment is attached hereto, but does not alter the Contractor's responsibility to complete or correct all Work in full compliance with the Contract Documents. The Contractor shall complete or correct all items on the attached list, ready for re-inspection for Final Acceptance, within 30 days after the above Date of Substantial Completion, unless another date is stated here: \_\_\_\_\_. If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

**Only one (1) originally executed substantial completion form shall be routed for signature. ACCS Facilities Management office will mail the fully-executed original to the Owner and email copies to all parties.**

<b>RECOMMENDED BY:</b>		<b>CONTRACTING PARTIES:</b>	
_____ <b>ARCHITECT/ENGINEER</b>	_____ <b>DATE</b>	_____ <b>CONTRACTOR</b>	_____ <b>DATE</b>
<b>APPROVALS:</b>		_____ <b>OWNER'S DESIGNATED REPRESENTATIVE</b>	
_____ <b>AHJ INSPECTOR (IF APPLICABLE)</b>	_____ <b>DATE</b>		
_____ <b>*A/E PEER REVIEWER(IF APPLICABLE)</b>	_____ <b>DATE</b>		
_____ <b>ACCS REGIONAL FACILITIES OFFICER</b>	_____ <b>DATE</b>		
_____ <b>ACCS CHIEF FACILITIES OFFICER</b>	_____ <b>DATE</b>		

\*ACCS Colleges are required to provide an A/E Peer Reviewer to review the A/E of Record's project design and to perform construction inspections when AHJ is not present in city/town where project's work is taking place.

**Required Certification:** The Certification of Structural Observations (ACCS Form 6-J) shall be prepared by the Structural Engineer of Record for all projects containing classrooms or dorm rooms on the grounds of public institutions of higher education as required by ACT#2012-554. Where applicable to the project, the certification must be attached to the Certificate of Substantial Completion.

ACCS Project Number: \_\_\_\_\_

Date of the Construction Contract: \_\_\_\_\_

## Contractor's Affidavit of Payment of Debts and Claims

<b>Alabama Community College System</b>	<b>Project</b> ( <i>Same as appears in the Construction Contract</i> ):
---	---

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Construction Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

Supporting Documents Attached Hereto:

**Contractor** (*Insert company name and address*):

1. Consent of Surety to Final Payment. Whenever Surety is involved, a Consent of Surety form is required.

 Indicate attachment:    ☐ Yes    ☐ No

The following supporting document should be attached hereto if required by the Owner:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.
3. Contractor's Affidavit of Release of Liens.

By:

Signature of authorized representative

 \_\_\_\_\_  
 Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, \_\_\_\_\_.

 \_\_\_\_\_  
 Notary Public's Signature

My commission expires: \_\_\_\_\_

Seal:



ACCS Number: \_\_\_\_\_  
 Date of the Construction Contract: \_\_\_\_\_  
 \_\_\_\_\_

## Contractor's Affidavit of Release of Liens

<b>To Owner, Alabama Community College System</b>	<b>Project</b> <i>(Same as appears in the Construction Contract):</i>
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STATE OF:

COUNTY OF:

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

EXCEPTIONS:

Supporting Documents Attached Hereto:

1. Contractor's Release of Waiver of Liens.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment supplies, to the extent required by the Owner, accompanied by the list thereof.

**Contractor** *(Insert company name and address):*

By:

Signature of authorized representative

Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public's Signature

My commission expires:

Seal:

\_\_\_\_\_





ACCS Number: \_\_\_\_\_

Date of the Construction Contract: \_\_\_\_\_

Surety's Bond Number: \_\_\_\_\_

**CONSENT OF SURETY  
TO FINAL PAYMENT****To: Owner, ALABAMA COMMUNITY  
COLLEGE SYSTEM**Project (*Same as appears in the Construction Contract*):

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety (*Insert name and address of Surety*)

on bond of

Contractor (*Insert name and address of Contractor*)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to the Owner.

as set forth in said Surety's bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
SURETY:

Seal:

\_\_\_\_\_  
Company Name

By

Signature of Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Note: Original Power of Attorney for the Surety's signatory shall be furnished with each original form.



## SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION

### LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended, notice is hereby given

that \_\_\_\_\_,  
*(Contractor Company Name)*

Contractor, has completed the Contract for ☐ (Construction) ☐ (Renovation) ☐ (Alteration)  
☐ (Equipment) ☐ (Improvement) of \_\_\_\_\_  
*(Name of Project):*

at \_\_\_\_\_  
*(Insert location data in County or City)*

for the State of Alabama and the (County) (City) of \_\_\_\_\_,  
 Owner(s), and have made request for final settlement of said Contract. All persons having  
 any claim for labor, materials, or otherwise in connection with this project should immediately  
 notify

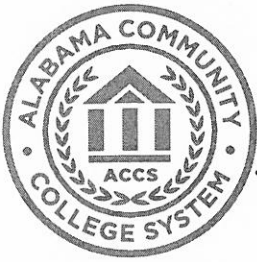
\_\_\_\_\_  
 \_\_\_\_\_  
*(Architect / Engineer)*

\_\_\_\_\_  
*(Contractor)*

\_\_\_\_\_  
*(Business Address)*

NOTE: This notice must be run once a week for four successive weeks for projects  
 exceeding \$50,000.00. For projects of \$50,000.00 or less, run one time only. A  
 copy of the publisher's affidavit of publication (including a copy of the advertisement)  
 shall be submitted by the Contractor to the Design Professional.





### GENERAL CONDITIONS *of the* CONTRACT

#### CONTENTS

- |     |   |     |   |
|-----|---|-----|---|
| 1.  | Definitions   | 27. | Owner's Right to Terminate Contract         |
| 2.  | Intent and Interpretation of the Contract Documents             | 28. | Contractor's Right to Suspend or Terminate  |
| 3.  | Contractor's Representation                                     | 29. | Progress Payments                           |
| 4.  | Documents Furnished to Contractor                               | 30. | Certification & Approvals for Payments      |
| 5.  | Ownership of Drawings   | 31. | Payments Withheld                           |
| 6.  | Supervision, Superintendent, & Employees                        | 32. | Substantial Completion                      |
| 7.  | Review of Contract Documents and Field Conditions by Contractor | 33. | Occupancy or Use Prior to Completion        |
| 8.  | Surveys by Contractor   | 34. | Final Payment                               |
| 9.  | Submittals  | 35. | Contractor's Warranty                       |
| 10. | Documents and Samples at the Site                               | 36. | Indemnification Agreement                   |
| 11. | "As-built" Documents  | 37. | Insurance                                   |
| 12. | Progress Schedule   | 38. | Performance and Payment Bonds               |
| 13. | Materials, Equipment & Substitutions                            | 39. | Assignment                                  |
| 14. | Safety & Protection of Persons & Property                       | 40. | Construction by Owner or Separate Contracts |
| 15. | Hazardous Materials   | 41. | Subcontracts                                |
| 16. | Inspection of the Work  | 42. | Architect's Status                          |
| 17. | Correction of Work  | 43. | Cash Allowances                             |
| 18. | Deductions for Uncorrected Work                                 | 44. | Permits, Laws and Regulations               |
| 19. | Changes in the Work   | 45. | Royalties, Patents and Copyrights           |
| 20. | Claims for Extra Cost or Extra Work                             | 46. | Use of the Site                             |
| 21. | Differing Site Conditions                                       | 47. | Cutting and Patching                        |
| 22. | Claims for Damages  | 48. | In-progress and Final Cleanup               |
| 23. | Delays  | 49. | Liquidated Damages                          |
| 24. | Resolution of Claims and Disputes                               | 50. | Use of Foreign Material                     |
| 25. | Owner's Right to Correct Work                                   | 51. | Sign  |
| 26. | Owner's Right to Stop or Suspend the Work                       |     |   |

## Article 1 DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

- A ACCS FACILITIES DIVISION:** The ACCS Facilities Division, which is responsible for oversight and management of all ACCS construction projects, pursuant to the policies and procedures adopted by the ACCS Board of Trustees.
- B ARCHITECT:** The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.
- C CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
  - (1) Construction Contract
  - (2) Performance and Payment Bonds
  - (3) Conditions of the Contract (General, Supplemental, and other Conditions)
  - (4) Specifications
  - (5) Drawings
  - (6) Contract Change Orders
  - (7) Modifications to the Construction Contract (applicable to PSCA Projects)
- D CONTRACT SUM:** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term "Contract Sum" means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
- E CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner. The Date of Substantial Completion is the date established in accordance with Article 32. The term "Contract Time" means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

- F CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- G DEFECTIVE WORK:** The term "Defective Work" shall apply to: **(1)** any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, **(2)** in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, **(3)** substitutions and deviations not properly submitted and approved or otherwise authorized, **(4)** temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and **(5)** materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.
- H CHIEF FACILITIES OFFICER:** The Director of the ACCS Facilities Division.
- I DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.
- J NOTICE TO PROCEED:** A proceed order issued by the Owner, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- K OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein shall be synonymous with the term "Awarding Authority" as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- L THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- M PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- N SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- O SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term "Subcontractor" means a Subcontractor or its authorized representatives.
- P THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor's obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

## Article 2

**INTENT and INTERPRETATION of the CONTRACT DOCUMENTS****A INTENT**

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**B COMPLEMENTARY DOCUMENTS**

The Contract Documents are complementary. If Work is required by one Contract Document, the Contractor shall perform the Work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform Work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**C ORDER of PRECEDENCE**

Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.
- (6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

**D ORGANIZATION**

Except as may be specifically stated within the technical specifications, neither the organization of the Specifications into divisions, sections, or otherwise, nor any arrangement of the Drawings shall control how the Contractor subcontracts portions of the Work or assigns Work to any trade.

**E INTERPRETATION**

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.



(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

(5) Any portions of the Contract Documents written in longhand must be initialed by all parties.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

#### **F SEVERABILITY**

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

### **Article 3**

## **CONTRACTOR'S REPRESENTATION**

By executing the Construction Contract the Contractor represents to the Owner:

- A** The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B** The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C** The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

### **Article 4**

## **DOCUMENTS FURNISHED to CONTRACTOR**

Unless otherwise provided in the Contract Documents, one readable standard PDF set of Drawings and Project Manuals will be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

### **Article 5**

## **OWNERSHIP of DRAWINGS**

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

## Article 6

**SUPERVISION, SUPERINTENDENT, *and* EMPLOYEES****A SUPERVISION and CONSTRUCTION METHODS**

(1) The term "Construction Methods" means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

**B SUPERINTENDENT**

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall:

- (a) have full authority to receive instructions from the Architect or Owner and to act on those instructions &
- (b) be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner's review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

**C EMPLOYEES**

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

## Article 7

**REVIEW *of* CONTRACT DOCUMENTS *and* FIELD CONDITIONS *by* CONTRACTOR**

- A** In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

- B** If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.
- (1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- (2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C** If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D** If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

## Article 8 SURVEYS *by* CONTRACTORS

- A** The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B** The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

## Article 9

**SUBMITTALS**

- A** Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B** The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C** The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D** By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
- (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
  - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.
- E** The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F** In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G** If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria specified in the Contract Documents.

**H DEVIATIONS**

(1) The Architect is authorized by the Owner to approve “minor” deviations from the requirements of the Contract Documents. “Minor” deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not “minor” may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a “Deviation from Contract Requirements” (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect’s attention to, and request specific approval of, the deviation. Otherwise, the Architect’s approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

**I ARCHITECT’S REVIEW *and* APPROVAL**

(1) The Architect will review the Contractor’s Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Architect will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Architect will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Architect in writing in accordance with Article 20, Claims for Extra Cost or Extra Work.

**J CONFORMANCE *with* SUBMITTALS**

The Work shall be constructed in accordance with approved Submittals.



## Article 10

**DOCUMENTS and SAMPLES at the SITE****A “AS ISSUED” SET**

The Contractor shall maintain at the Project site, in good order, at least one copy of all Addenda, Change Orders, supplemental drawings, written directives and clarifications, and approved Submittals intact as issued, and an updated construction schedule.

**B “POSTED” SET**

The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has “posted”(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are “posted” with the current information to insure that updated Contract Documents are used for performance of the Work.

**C RECORD SET**

One set of the Drawings and Project Manual described in Paragraph B shall be the Contractor’s record set in which the Contractor shall record all field changes, corrections, selections, final locations, and other information as will be duplicated on the “As-built” documents required under Article 11. The Contractor shall record such “as-built” information in its record set as it becomes available through progress of the Work. The Contractor’s performance of this requirement shall be subject to confirmation by the Architect at any time as a prerequisite to approval of Progress Payments.

**D** The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, AHJ or other reviewing entity, and their representatives.

## Article 11

**“AS-BUILT” DOCUMENTS**

**A** Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets or one reapeable standard PDF set of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

**B** The Contractor shall use the following methods for incorporating information into the “As-built” documents:

**(1) Drawings**

**(a)** To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

- (b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.
- (c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.
- (d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.
- (e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

**(2) Project Manual**

- (a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.
- (b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.
- (c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

- C** Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the "As-built" documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

**Article 12**

**PROGRESS SCHEDULE**

(Not applicable if the Contract Time is 60 days or less.)

- A** The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B** If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using ACCS Form 6-H "Progress Schedule and Report", (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the

monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.

- C** If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, it may be used in lieu of the form "Progress Schedule and Report" referenced above.
- D** The Contractor's construction schedule shall be used by the Contractor, Architect, and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

### Article 13

## EQUIPMENT, MATERIALS, *and* SUBSTITUTIONS

- A** Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B** Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.
- C** If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D** If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.



## Article 14

**SAFETY and PROTECTION of PERSONS and PROPERTY**

- A** The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.
- B** The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
- (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
  - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
  - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C** The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- D** The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E** The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F** If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G** The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.

- H** The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I** The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.
- J** The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

## Article 15

### HAZARDOUS MATERIALS

- A** A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B** If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C** The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D** After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E** The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

## Article 16

**INSPECTION *of the* WORK****A GENERAL**

- (1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, AHJ, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.
- (2) The Architect, Owner, AHJ, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.
- (3) The Architect will inspect the Work as a representative of the Owner. The Architect's inspections may be supplemented by inspections by an AHJ or other reviewing entity.
- (4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

**B TYPES of INSPECTIONS**

(1) **SCHEDULED INSPECTIONS and CONFERENCES.** Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and AHJ where applicable, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers. Scheduled Inspections and Conferences of this Contract include:

(a) Pre-construction Conference.

(b) Pre-roofing Conference (not applicable if the Contract involves no roofing work)

(c) Above Ceiling Inspection(s): An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

**(d) Final Inspection(s):** A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and AHJ or other reviewing entity as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

**(e) Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

**(2) PERIODIC INSPECTIONS.** Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, or other reviewing entity at the direction of the Owner, jointly or independently, with or without advance notice to the Contractor.

**(3) SPECIFIED INSPECTIONS and TESTS.** Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

## **INSPECTIONS** *by the* **ARCHITECT**

**(1)** The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

**(2)** The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

- (a)** become generally familiar with the in-progress and completed Work and the quality of the Work,
- (b)** determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,
- (c)** visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
- (d)** endeavor to guard the Owner against Defective Work,
- (e)** review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
- (f)** keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and ACCS Facilities Division, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

**D INSPECTIONS BY THE LOCAL AHJ OR INDEPENDENT CODE CONSULTANTS**

(1) The Local AHJ or Independent Code Consultant will:

- (a) participate in scheduled inspections and conferences as practicable,
- (b) perform periodic inspections of in-progress and completed Work to ensure code compliance of the Project and general conformance of the Work with the Contract Documents, and
- (c) monitor the Contractor's progress and performance of the Work.

(2) The Local AHJ or Independent Code Consultant shall have the authority to:

- (a) reject Work that is not in compliance with the State Building Code, unless the Work is in accordance with the Contract Documents in which case the Architect shall initiate appropriate corrective action, and
- (b) notify the Architect, Owner, and Contractor of Defective Work recognized by the Local AHJ or Independent Code Consultant.

(3) The Local AHJ or Independent Code Consultant's periodic inspections will usually be scheduled around key stages of construction based upon information reported by the Architect. As the Architect or Owner deems appropriate, the Local AHJ or Independent Code Consultants can be requested to schedule special inspections or meetings to address specific matters. The written findings of the Local AHJ or Independent Code Consultants will be transmitted to the Owner, Contractor, and Architect.

(4) The Local AHJ or Independent Code Consultant is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents, to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner. The Contractor shall not proceed with Work as a result of instructions or findings of the Local AHJ or Independent Code Consultant which the Contractor considers to be a change to the requirements of the Contract Documents without written authorization of the Owner through the Architect.

**E UNCOVERING WORK**

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request



of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **F SPECIFIED INSPECTIONS *and* TESTS**

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

## **Article 17**

### **CORRECTION *of* DEFECTIVE WORK**

**A** The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.

**B** Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.

- C** The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to:
- (1) additional testing and inspections, including repeating Specified Inspections and Tests,
  - (2) reasonable services and expenses of the Architect, and (3) the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

## Article 18

### DEDUCTIONS *for* UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

## Article 19

### CHANGES *in* WORK

#### **A** GENERAL

- (1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.
- (2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.
- (3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.
- (4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.
- (5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.
- (6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.
- (7) All change orders require completion of ACCS Form 2-F Contract Change Order and ACCS Form 2-G

Contract Change Order Justification forms. Only Change Orders 10% or greater of the current contract amount require the Owner's legal advisor's signature on the Change Order Justification form.

**B DETERMINATION of ADJUSTMENT of the CONTRACT SUM**

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) Lump Sum. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) Unit Price. By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) Force Account. By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. Changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the



Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

**C ADJUSTMENT of the CONTRACT TIME due to CHANGES**

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

(a) with the Contractor's cost proposal stating the number of days of extension requested, or

(b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

**D CHANGE ORDER PROCEDURES**

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

- (a) determine with the Contractor a sufficient maximum amount to be authorized for the change and
- (b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

## Article 20

### **CLAIMS *for* EXTRA COST *or* EXTRA WORK**

- A** If the Contractor considers any instructions by the Architect, Owner, or public authority having jurisdiction or Independent Code Consultant, to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.
- B** The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C** Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D** Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
  - (1) The cited instruction is rescinded.
  - (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
  - (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

- E** If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes.

## Article 21

### DIFFERING SITE CONDITIONS

#### **A** DEFINITION

"Differing Site Conditions" are:

- (1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or
- (2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

#### **B** PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

## Article 22

### CLAIMS *for* DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

## Article 23

### DELAYS

- A** A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

- B** Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
- (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
  - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
  - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C** Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.
- D** The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
- (1) the result of bad faith or active interference or
  - (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

## Article 24

### **RESOLUTION** *of CLAIMS and DISPUTES*

#### **A** **APPLICABILITY** *of ARTICLE*

- (1) As used in this Article, "Claims and Disputes" include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.
- (2) "Resolution" addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which

remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

**B CONTINUANCE of PERFORMANCE**

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

**C GOOD FAITH EFFORT to SETTLE**

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect's assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

**D FINAL RESOLUTION for STATE-FUNDED CONTRACTS**

(1) If the Contract is funded in whole or in part with state funds, the final Resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner shall be by the Chancellor, whose decision shall be final, binding, and conclusive upon the Contractor, its Surety, and the Owner.

(2) When it becomes apparent to the party asserting a Claim (the Claimant) that an impasse to mutual resolution has been reached, the Claimant may request in writing to the Chancellor that the Claim be resolved by decision of a Professional, with Alabama licensing if the profession requires it, appointed by the Chancellor to review and determine the Claim. Such request by the Contractor (or its Surety) shall be submitted through the Owner. Should the Owner fail or refuse to submit the Contractor's request within ten days of receipt of same, the Contractor may forward such request directly to the Chief Facilities Officer. Upon receipt of a request to resolve a Claim, the Chief Facilities Officer will instruct the parties as to procedures to be initiated and followed.

(3) If the respondent to a Claim fails or refuses to participate or cooperate in the Resolution procedures to the extent that the Claimant is compelled to initiate legal proceedings to induce the Respondent to participate or cooperate, the Claimant will be entitled to recover, and may amend its Claim to include, the expense of reasonable attorney's fees so incurred.

**Article 25**

**OWNER'S RIGHT to CORRECT DEFECTIVE WORK**

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.



## Article 26

**OWNER'S RIGHT to STOP and SUSPEND the WORK****A STOPPING the WORK for CAUSE**

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

**B SUSPENSION by the OWNER for CONVENIENCE**

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

## Article 27

**OWNER'S RIGHT to TERMINATE CONTRACT****A TERMINATION by the OWNER for CAUSE**

(1) Causes: The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

(a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;

(b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;

(c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;

(d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;

(e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or

(f) is otherwise guilty of a substantial breach of the Contract.

**(2) Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):**

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

- .1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

**(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):**

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written

notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) Demand on the Performance Bond: With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) Surety Claims: Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

## **B** **TERMINATION** *by the* **OWNER for CONVENIENCE**

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.



(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

- (a) stop Work as specified in the notice;
- (b) enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c) terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d) take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e) complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead ("home office") and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

## Article 28

### CONTRACTOR'S RIGHT *to* SUSPEND *or* TERMINATE *the* CONTRACT

#### **A** SUSPENSION *by the* OWNER

If all of the Work is suspended or delayed for the Owner's convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor's receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner's convenience pursuant to Article 27.B.

#### **B** NONPAYMENT

The Owner's failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days' written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

## **Article 29**

# **PROGRESS PAYMENTS**

### **A FREQUENCY of PROGRESS PAYMENTS**

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, approved and certified by the Architect, and approved by the Owner and other authorities whose approval is required.

### **B SCHEDULE of VALUES**

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect ACCS Form 6-E, Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

### **C APPLICATIONS for PAYMENTS**

(1) Based on the approved Schedule of Values, each Application and Certificate for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment. One payment application per month may be submitted. Each Application and Certificate for Payment shall match to the penny and be accompanied by an attached Schedule of Values.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner.

(4) Application and Certificate for Payment shall be electronically submitted to ACCS Facilities Division for review following the Contractor's, Notary's, Architect's and Owner's signatures.

**D MATERIALS STORED OFF SITE**

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;
- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

**E RETAINAGE**

- (1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.
- (2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work when the Total Completed Work and Stored Materials is less than fifty percent of the Total Contract to date. Owner shall retain two and a half percent of the Total Contract to date after Total Completed Work and Stored Materials has reached fifty percent of the Total Contract to date. Retainage shall be released upon completion of all close-out requirements per Article 34 and the review, approval and processing of contractor's final Application for Payment.

**F CONTRACTOR'S CERTIFICATION**

- (1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.
- (2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials.

The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

**G PAYMENT ESTABLISHES OWNERSHIP**

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

**Article 30**

**CERTIFICATION *and* APPROVALS *for* PAYMENT**

**A** The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

**B** Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:

**(1)** The Architect will approve and certify the Application as submitted and forward it to the Owner as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.

**(2)** If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.

**(3)** To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.

**C** Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.

**D** The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

## Article 31

**PAYMENTS WITHHELD**

- A** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1) Defective Work;
  - (2) filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
  - (3) the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
  - (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - (5) damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
  - (6) 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; or
  - (7) the Contractor's persistent failure to conform to the requirements of the Contract Documents.
- B** If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C** The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
- (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
  - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D** The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E** The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.



## Article 32

**SUBSTANTIAL COMPLETION**

- A** Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, Owner, and AHJ, where applicable.
- B** The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C** Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.
- D CERTIFICATE OF SUBSTANTIAL COMPLETION**
- (1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor and Owner.
- (2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:
- (a) the Work, or designated portion of the Work, is accepted by the Architect and Owner,
  - (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance), and
  - (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.
- (3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.
- (4) If the Work or designated portion covered by a ACCS Form 6-K, Certificate of Substantial Completion, includes roofing work, the General Contractor's (5-year) Roofing Guarantee form must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify

any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion. Failure to do so voids any Certificate of Substantial Completion. This requirement cannot be waived.

- E** The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

### Article 33

## **OCCUPANCY *or* USE PRIOR *to* COMPLETION**

### **A UPON SUBSTANTIAL COMPLETION**

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

### **B BEFORE SUBSTANTIAL COMPLETION**

- (1)** The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2)** The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
  - (a)** The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
  - (b)** The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
  - (c)** The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
  - (d)** The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
  - (e)** The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

## Article 34

### FINAL PAYMENT

#### **A** PREREQUISITES *to* FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect. The Architect will prepare the Final Payment Checklist and forward it to the Owner along with the final Application for Payment.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety to Final Payment, if any, to Contractor. This Consent of Surety is required for projects which have Payment and Performance Bonds.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

#### **B** FINAL ACCEPTANCE *of the* WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the Certificate(s) of Substantial Completion are accounted for by either: (1) their completion or correction by the Contractor and acceptance by the Architect, Owner, and AHJ if applicable, or (2) their resolution under Article 18, Deductions for Uncorrected Work.

#### **C** ADVERTISEMENT *for* COMPLETION

- (1) If the Contract Sum is \$50,000 or less: The Owner, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion published one time in a newspaper of general circulation, published in the county in which the Owner is located for one week, and shall require the Contractor to certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.
- (2) If the Contract Sum is more than \$50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion shall be made by the Contractor to the Architect by affidavit of the publisher, in duplicate, and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper



is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

#### **D RELEASE of CLAIMS**

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

- (1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.
- (2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.
- (3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

#### **E EFFECT of FINAL PAYMENT**

- (1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:
  - (a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
  - (b) failure of the Work to comply with the requirements of the Contract Documents;
  - (c) terms of warranties or indemnities required by the Contract Documents, or
  - (d) latent defects.
- (2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

### **Article 35**

## **CONTRACTOR'S WARRANTY**

#### **A GENERAL WARRANTY**

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

**B ONE-YEAR WARRANTY**

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The inspection must be scheduled with the Owner, Architect, and AHJ or an Independent Code Consultant, where applicable. The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

**C GENERAL CONTRACTOR'S ROOFING GUARANTEE**

(1) In addition to any other roof related warranties or guarantees that may be specified in the Contract Documents, the roof and associated work shall be guaranteed by the General Contractor against leaks and defects of materials and workmanship for a period of five (5) years, starting on the Date of Substantial Completion of the Project as stated in the Certificate of Substantial Completion. This guarantee for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The guarantee for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion shall begin on the date of Final Acceptance of the Work.

(2) The "General Contractor's Roofing Guarantee", ACCS Form 6-L included in the Project Manual, shall be executed in triplicate, signed by the appropriate party and submitted to the Architect for submission with the Certificate of Substantial Completion to the Owner.

(3) This guarantee does not include costs which might be incurred by the General Contractor in making visits to the site requested by the Owner regarding roof problems that are due to lack of proper maintenance (keeping roof drains and/or gutters clear of debris that cause a stoppage of drainage which results in water ponding, overflowing of flashing, etc.), or damages caused by vandalism or misuse of roof areas. Should the contractor be required to return to the job to correct problems of this nature that are determined not to be related to faulty workmanship and materials in the installation of the roof, payment for actions taken by the Contractor in response to such request will be the responsibility of the Owner. A detailed written report shall be made by the General Contractor on each of these 'Service Calls' with copies to the Architect and Owner.

#### **D SPECIAL WARRANTIES**

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

#### **E ASSUMPTION of GUARANTEES of OTHERS**

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

### **Article 36**

## **INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, ACCS Facilities Division, and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

**A** This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

**B** This indemnification does not extend to the liability of the Architect, or the Architect's Consultants, agents, or employees, arising out of (1) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or (2) the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

**C** This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

## Article 37

**CONTRACTOR'S and SUBCONTRACTORS' INSURANCE**

(Provide entire Article 37 to Contractor's insurance representative.)

**A GENERAL**

**(1) RESPONSIBILITY.** The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

**(2) INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

**(3) NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

**(4) INSURANCE CERTIFICATES.** The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

**(5) MAXIMUM DEDUCTIBLE.** Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.



## **B INSURANCE COVERAGES**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

### **(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE**

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

### **(2) COMMERCIAL GENERAL LIABILITY INSURANCE**

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

#### **Coverage Limit**

- .1 General Aggregate \$2,000,000.00 per Project
- .2 Products, Completed Operations Aggregate \$2,000,000.00 per Project
- .3 Personal and Advertising Injury \$1,000,000.00 per Occurrence
- .4 Each Occurrence \$1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner, Architect, ACCS, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

### **(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE**

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect, ACCS, and their agents, consultants, and employees as additional insureds.

### **(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE**

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- .1 \$5,000,000 per Occurrence
- .2 \$5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

- .1 The policy shall name the Owner, Architect, ACCS, and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

## **(5) BUILDER'S RISK INSURANCE**

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- .1 Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or
- .2 Partial or complete occupancy by Owner; or
- .3 Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

## **C SUBCONTRACTORS' INSURANCE**

**(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

**(2) LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

**(3) ENFORCEMENT RESPONSIBILITY.** The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

## **D TERMINATION of OBLIGATION to INSURE**

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

**(1) BUILDER'S RISK INSURANCE.** The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued,

Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

**(2) PRODUCTS and COMPLETED OPERATIONS.** The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

**(3) ALL OTHER INSURANCE.** The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

## **E WAIVERS of SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss. But said waiver shall apply only to the extent the loss or damage is covered by builder's risk insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall not be applicable to loss or damage that occurs after final acceptance of the Work.

## **Article 38**

# **PERFORMANCE and PAYMENT BONDS**

## **A GENERAL**

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond (P&P Bonds), ACCS Form 2-C and 2-D, as contained in the Project Manual, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amount. There shall be six original P&P Bonds submitted with original signatures for each of the six contracts required. The P&P bonds must be signed either on the same day or after the construction contract date. Each P&P Bond shall have attached thereto an original power of attorney (POA) of the signing official. The POA signature date must be the same day as the P&P Bond's signature date. All signatures must be present.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

**B PERFORMANCE BOND**

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

**C PAYMENT BOND**

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, Owner, or ACCS, whomever is recipient of the request.

**D CHANGE ORDERS**

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

**E EXPIRATION**

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

**Article 39  
ASSIGNMENT**

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

**Article 40  
CONTRACTION *by* OWNER *or* SEPARATE CONTRACTORS**

**A OWNER'S RESERVATION *of* RIGHT**

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance



requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

## **B COORDINATION**

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner's forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

## **C CONDITIONS APPLICABLE to WORK PERFORMED by OWNER**

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

## **D MUTUAL RESPONSIBILITY**

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor's Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

## Article 41

**SUBCONTRACTS****A AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK**

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

**B SUBCONTRACTUAL RELATIONS**

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

## Article 42

**ARCHITECT'S STATUS**

**A** The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will

endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.

- B** So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

**C ARCHITECT'S AUTHORITY**

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

**D LIMITATIONS of RESPONSIBILITIES**

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

### **E ARCHITECT'S DECISIONS**

Decisions by the Architect shall be in writing. The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

## **Article 43**

### **CASH ALLOWANCES**

**A** All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

**B** Unless otherwise provided in the Contract Documents:

(1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;

(2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;

(3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

**C** Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

## **Article 44**

### **PERMITS, LAWS, *and* REGULATIONS**

#### **A PERMITS, FEES AND NOTICES**

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections (including all AHJ fees) necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

**B TAXES**

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Owner, Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

**C COMPENSATION *for* INCREASES**

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

**D ALABAMA IMMIGRATION LAW**

Per ACT 2011-535 as codified in Title 31, Chapter 13 of the Code of Alabama, 1975, as amended:  
The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**E ALABAMA BOYCOTT LAW**

Per Act 2016-312 as codified in Title 41, Chapter 16, Article 1, of the Code of Alabama, 1975, as amended:  
The contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**F ACCOUNTING *of* SALES TAX EXEMPT PROJECTS**

Per Act 2013-205 as codified in Title 40, Chapter 9, Article 1, of the Code of Alabama, 1975, as amended:  
In bidding the work on a tax exempt project, the bid form shall provide an accounting for the tax savings.

**Article 45**

**ROYALTIES, PATENTS, *and* COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.



## Article 46 **USE of the SITE**

- A** The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B** Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

## Article 47 **CUTTING and PATCHING**

- A** The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B** Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

## Article 48 **IN-PROGRESS and FINAL CLEANUP**

### **A IN-PROGRESS CLEAN-UP**

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. 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 window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

### **B FINAL CLEAN-UP**

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

- (a) Cleaning of all painted, enameled, stained, or baked enamel work: Removal of all marks, stains, finger prints and splatters from such surfaces.

(b) Cleaning of all glass: Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.

(c) Cleaning or polishing of all hardware: Cleaning and polishing of all hardware.

(d) Cleaning all tile, floor finish of all kinds: Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.

(e) Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: Removal of all stickers, rust stains, labels, and temporary covers, and 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 Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

### **C OWNER'S RIGHT to CLEAN-UP**

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

## **Article 49**

### **LIQUIDATED DAMAGES**

- A** Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B** The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C** If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.
- D** The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

**Article 50****USE of FOREIGN MATERIALS**

- A** In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B** In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C** If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D** This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

**Article 51****PROJECT SIGN**

A project sign is not required for ACCS projects unless specifically indicated in the drawings or project manual.

END OF GENERAL CONDITIONS OF THE CONTRACT



1.0 - GENERAL

1.1 Summary

- A. This Section includes administrative and procedural requirements for alternates.
  - 1. Before submitting proposals, Bidders shall read entire specifications, including all divisions, and familiarize themselves with requirements respecting all Alternates, and also how each section of the work is affected by acceptance or omission of Alternates.
  - 2. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
  - 3. Bidders shall state on the Bid Form the amount to amend the Base Bid for making the following changes, including all incidental omissions, additions, and adjustments as may be necessary or required by such changes
- B. The Owner will award the Alternates in accordance with and as stated in The Instructions to Bidders and located at the front of this Project Specification Manual.
- C. Before signing the Contracts, the successful Contractor should be familiar with all Alternates and requirements. After signing the contracts, there will be no allowance or extra compensation paid to the Contractor because of omission or ignorance of said requirements.

1.2 Definitions

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 Procedures

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.

1.4 Schedule:

A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

ALTERNATE PRICES ARE REQUIRED AS FOLLOWS:

None at this time.

END OF SECTION

1.0 - GENERAL

1.1 Related Documents

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

1.2 Summary

A. This Section specifies administrative and procedural requirements governing handling and processing allowances.

Selected materials, services and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, services and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by Change Order. **Allowances shall be included in the Base Bid or Alternates as indicated.**

B. Types of allowances required include the following:

1. Lump sum allowances.
2. Contingency allowance.

C. Procedures for submitting and handling Change Orders are included in the General Conditions of the Contract.

1.3 Selection and Purchase

At the earliest feasible date after Contract award, advise the Architect of the date when the final selection and purchase of each service, product or system described by an allowance must be completed in order to avoid delay in performance of the Work.

A. When requested by the Architect, obtain proposals for each allowance for use in making final selections; including recommendations that are relevant to performance of the Work.

B. Purchase products and systems as selected by the Architect from the designated supplier.

C. Specific service providers, i.e., geotechnical and landscaping, shall be selected by the Owner.

1.4 Submittals

A. Submit proposals for purchase of products or systems included in allowances. Reduction and addition in allowances shall be in the form specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 Contingency Allowances

- A. Use the contingency allowance only as directed for the Owner's purposes, and only by written approval which designate amounts to be charged to the allowance.
- B. **With the exception of quantity allowances, all allowances indicated are contingency allowances and therefore the Owner may transfer balances for other discretionary uses. Overhead and profit margins SHALL NOT BE ADDED to any amount drawn from original Allowance(s) regardless of the indicated use.**
- C. Invoicing Procedures:
1. Each contingency allowance shall be a "line item" on the Schedule of Values which is an attachment to the Application and Certificate for Payment as referenced in the "General Conditions of the Contract, Article 29.B".
  2. A copy of actual invoices paid by the Contractor and used against the respective Allowance(s), shall be included with the General Contractor's Application for Payment. This will allow all parties to know the remaining balance of Allowance(s) at all times.
  3. Overages:  
Contractor shall submit to the Architect all costs associated with prior approved overages of Allowance(s). The Architect will prepare change order for these prior approved overages.
  4. Unused Balance:  
Prior to final Application of Payment, Contractor shall submit total costs associated with Allowance(s). These costs should correspond with Schedule of Values from previous Applications for Payment plus any new charges. The Architect will prepare a change order to credit unused amounts. All changes which involve a net credit to the Owner shall include fair and reasonable credits for overhead and profit on the deducted work, in no case less than 5%.

2.0 - PRODUCTS

Not applicable.

3.0 - EXECUTION

3.1 Inspection

Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 Preparation

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

3.3 Schedule of Allowances

Allowance No. 1: Include a contingency allowance of \$30,000.00 for the Owner's use throughout the project for unforeseen conditions as directed by the Architect.

Allowance No. 2: Include a contingency allowance of \$10,000.00 for utilities aid to construction fees.

Allowance No.3: Include a contingency allowance of \$25,000.00 aid to construction for moving utility poles.

Allowance No. 4: Include a quantity allowance of 200 cubic yards of replacement of unsuitable soils with compacted structural fill. This Base Bid grading shall include the required cutting and filling of the existing grade to the proposed subgrade elevation. Onsite Geotechnical engineer shall determine if unsuitable soils are present. Unit price is provided for the addition to or deletion from this assumed amount. Refer to Section 02300.

END OF SECTION



1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary (Special) Conditions and Modifications and other Division - 1 Specifications Sections, apply to work of the Section.

1.2 Project / Work Identification

Project name is Butler Building for Surplus, Wallace Drive Campus

A. General Description

1. In general, the project shall consist of selective demolition and new construction including, but not limited to:  
Site work, new single-level, metal building system with metal wall panels, standing seam roof on composite deck system, on pre-engineered structural metal frame, paint finish, plus plumbing, mechanical and electrical work as required to perform the work under this Contract for Butler Building for Surplus, Wallace Drive Campus and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by the Owner, all in strict accordance with Contract Documents including plans and specifications as prepared by Lathan Associates Architects, P. C., Hoover, Alabama; and shall include the furnishing of all labor, materials, equipment and services necessary for the proper completion of the building and other work as called for in the drawings and / or specifications dated March 10, 2023.
2. The Base Bid shall include all work shown or specified.
3. See Section 01010 for Alternates.
4. See Section 01020 for Allowances.
5. It is the intent and requirement under this Contract to accomplish all demolition and preparation necessary to perform the Work under this Contract and to properly join, connect and finish the new work to bring all to final, finished completion in first class manner ready for use by Owner.

B. Contractor's Duties: Except as specifically noted, provide and pay for:

1. Labor, materials and equipment.
2. Tools, construction equipment and machinery.
3. Water, heat, conditioning, and utilities required for construction shall be provided by the Contractor.
4. Other facilities and services necessary for the proper execution and completion of the Work. Including hoist if same required for access to site. Provide own telephone service and sanitary portable toilet facilities.
5. Secure and pay for permits, impact fees, government fees, and licenses. This will include, but not be limited to, all permits required by ADEM, the U.S. Army Corp of Engineers and all fees required by ACCS.
6. Give required notices.

7. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the Work.
8. Promptly submit written notice to the Architect of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
9. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned tasks. **Smoking is prohibited on site.**
10. **Comply with Owner's Covid-19 safety measures, and requirements.**
11. It is intended that all items and systems shown or specified be furnished and installed complete and fully operational when all work is in place and in use. Where more than one trade is involved, the General Contractor shall be responsible for coordination and resolution of disputes between his subcontractors and material suppliers regarding responsibility for furnishing and installing individual parts, systems, materials, connections, proper separation, hardware, adapters, surface preparation, relationship conflicts, supports, blocking and all similar items required for the complete and fully functional weathertight installation of the work.

C. Related Contract Documents:

Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:

1. Existing site conditions and restrictions on use of the site.
2. Alterations and coordination with existing work.
3. Work to be performed concurrently by the Owner.
4. Work to be performed concurrently by separate contractors.
5. Work to be performed subsequent to work under this Contract.
6. Equipment / Material assigned as work of the Contract.
7. Requirements for partial Owner occupancy prior to substantial completion of the Contract Work.
8. Safety for and protection for occupancy, operation of existing facilities and construction to remain.

D. Summary by References:

Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary (Special Requirements) Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issued subsequent to the initial printing of the project manual and including, but not necessarily limited to, printed material referenced by any of these.

It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract Documents.



- E. The Owner may provide certain items of furniture, equipment, etc. Coordinate for utility rough-in and / or installation.

1.3 Contractor's Use of Premises:

A. General:

During the entire construction period the Contractor shall have the exclusive use of that portion of the phased contract work limits for construction operations, in accord with approved phasing plan schedule.

The Contractor shall limit his use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public.

Use of the Site:

Confine operations at the site to the areas and limits permitted under the Contract and by law, ordinances, permits, and special conditions and special project procedures and coordination sections of the documents. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

1. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
  2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain and pay for such storage off site. Storage of material in the phased contract work limits shall be confined to noncombustible / non-hazard material that is scheduled for immediate use (no longer than 24 hour storage).
  3. Lock mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place. Release hydraulic pressure when equipment is not in use. All vehicles delivering materials to the site shall be manned at all times, no exception.
- B. Confine operations at site to areas and limits permitted by law, ordinances, permits, Contract Documents and SUPPLEMENTARY CONDITIONS.
  - C. Assume full responsibility for insurance, protection and safekeeping of products stored on premises.
  - D. Coordinate with the Owner and schedule deliveries and unloading to prevent traffic congestion blocking of access or interference with Work. Arrange deliveries to avoid larger accumulations of materials than can be suitably stored at site.
  - E. Contractor to pay for, or satisfactorily repair, all damages incident to their Work, to sidewalks, streets, other public or private property, or to any public utilities occurring during period of work under Contract.
  - F. Owner furnished and installed items that may require coordination between this General Contractor and Owner assigned agent. Contractor should also verify requirements for utility rough-ins for Owner furnished equipment.

- G. Contractor shall maintain all existing adjacent building exits passable for emergency pedestrian egress.

**H. Comply with Owner's Covid-19 safety measures, and requirements.**

1.4 Owner Occupancy / Partial Owner Occupancy:

The Owner reserves the right to place and install equipment as necessary in completed areas of the building and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.5 Alterations and Coordination:

A. General:

The work of this contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.

B. Alterations:

Where applicable, requirements of the Contract Documents apply to alteration work in the same manner as to new construction.

C. General:

To expedite delivery and for other purposes in his own best interests, the Owner, before the date of the Contract, may negotiate purchase orders or make other commitments with supplies of material and equipment to be incorporated into the work by the Contractor. These purchase orders and commitments will be assigned to the Contractor for installation.

1.6 Miscellaneous Provisions (to include, but not be limited, by the following):

- A. Provide all rough-in and utility connections for all Owner Furnished Equipment and all new plumbing fixtures, new kitchen equipment and for all new electrical fixtures, switches and outlets, etc.

- B. Complete Plumbing, Heating, Ventilating, Air Conditioning, and Electrical systems.

- C. Preparation of new finishes as called for in Finish Schedule and related specified Sections.

- D. Rework and refinish those areas including ceiling tile and grid disturbed by work of Divisions 15 and 16, cutting and patching as required for these specifications. Strict coordination with the Architect and Owner's assigned project representative is mandatory.

E. Mechanical / Electrical Requirements of General Work:

1. General:

Except as otherwise indicated, comply with applicable requirements of Division 15 Sections for mechanical provisions within units of general (Division 2 - 14) Work. Except as otherwise indicated, comply with applicable requirements of Division 16 Sections for electrical provisions

within units of general (Division 2 - 14) Work.

Service Connections: Refer to Division 15 and Division 16 Sections for the characteristics of the mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper connection to and utilization of available services.

Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work.

2. Electrical Requirements:

Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of general work. Provide Underwriters Laboratories listed and labeled products where applicable. See Division 16 and electrical drawings.

F. Performance Requirements for Completed Work

The Contract Documents indicate the intended occupancy and utilization of the building and its individual systems and facilities. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization. In addition to the requirement that every element of the work comply with applicable requirements of the contract documents, it is also required that the work as a whole comply with the general building performance requirements.

1.7 Utilities for Construction:

Make all arrangements necessary to connect to all utilities required to accomplish work under this contract. The Contractor will be solely responsible for connection to utilities required for construction of this Contract.

A. The Contractor shall pay for utility usage bills.

B. The contractor shall provide reasonable heat, cooling and ventilation within the building as required until the mechanical system has been completed, connected and in operation in the normal sequence of construction. This is not "in addition" to any normal requirement for heating, cooling and ventilation under this Contract, but is to clarify that a subcontractor or a Separate Contractor may benefit from the existence of these systems.

C. Temporary Electrical Lighting and Power:

Until permanent electrical power is installed and until the building lighting fixtures are installed in the normal sequence of construction, the General Contractor will make available in each general area of the contract work, outlets to which the Separate Contractors may connect for temporary lighting and single phase electrical power. The General Contractor will pay all costs for this temporary utility extension and remove this temporary source when permanent electrical lighting and power outlets are installed. When, in the normal sequence of construction, the building lights are installed and connected and the building electrical outlets installed, the use of these shall be available for use by the subcontractor and/or Separate Contractors at no cost to them. All temporary electrical lighting and power for Separate Contractors shall be single phase, except the General Contractor will provide sufficient three-phase service as required for the operation and testing of certain items of Equipment, such as food service equipment. Verify all electrical service and phasing prior to construction.

1.8 Requirements of Separate Contractors will be as follows:

- A. Separate Contractors to enter the building site to accomplish his work at the approval of the building General Contractor shall cooperate and coordinate with the General Contractor and shall be subject to the General Contractor as to schedule and locations within the site for him to accomplish his work. The General Contractor is responsible for and is in charge of the building site.
- B. The Separate Contractor is entitled to storage, access and work space inside the building in the same manner and subject to the same conditions and requirements as subcontractors for the building contract. The Separate Contractor will be advised of the availability of storage space (location coordinated by the General Contractor), and of responsibility to vacate and clean in time for final finish work.
- C. Separate Contractors are liable for any damage to the building. The Separate Contractor shall immediately make good any stain, harm or damage to the building caused by his forces. Most particularly, his attention is directed to need for caution in not damaging ceiling tile and wall finishes. Before final payment will be made to a Separate Contractor, he must have settled with the building General Contractor for any damage done.
- D. Separate Contractor must provide own toilet and telephone facilities (or make arrangements with the General Contractor as to pay rent for his share of cost).
- E. Separate Contractor to make provisions for his own safety and to accomplish his work in compliance with all National and Local Safety Regulations.
- F. Remove own trash and debris; each Separate Contractor to completely remove all trash and debris, caused by his work, from the building, and from the site.
- G. Do not allow dust to be exhausted through mechanical system.
- H. This Contractor to clean building exterior and interior as outlined in Section 01700-CLEAN UP.

1.9 Quality Control

- A. Shop Drawings and Product Approval:  
Compliance with Shop Drawing checking by the Contractor then submittal for approval to the Architect as required by GENERAL CONDITIONS and SUBMITTALS - SECTION 01350 .
- B. Material Approval:  
Compliance with SUBMITTALS - SECTION 01350 for submittal of products for approval by Architect before delivery of same to jobsite.
- C. Qualifications of Workmen:  
In acceptance or rejection of the work of the Sections specified herein, and in particularly that work involved with the application of finish materials, the Architect will make no allowance for lack of skill on the part of the workmen.
- D. Special Inspections:  
Compliance with special inspection requirements of the International Building Code is the responsibility of the General Contractor.

1.10 Patch and Repair Work:

Patch and Repair work under this Contract (in addition to work specified and indicated on the drawings) shall include, but not be limited to, the following:

Maintain fire integrity of walls, floors, ceilings and structure where piercing or openings are made. Use safing material as specified herein for approved UL poke-through applications.

1.11 N.I.C. Items:

Items noted as Not In Contract (N.I.C.) are to be furnished by Owner.

END OF SECTION



## SPECIAL PROJECT REQUIREMENTS - SECTION 01030

The Instructions to Bidders, General Conditions, Modified General Conditions and Special Project Requirements as set forth herein are applicable to the work under every Division and Section of these Specifications.

### TIME FOR COMPLETION

All work under this Contract shall be complete and ready for Owner occupancy within One Hundred Eighty ( 180 ) consecutive calendar days from written Notice To Proceed. The work under this contract shall commence within Ten (10) calendar days from date of Notice To Proceed.

### TIME IS OF THE ESSENCE

The Owner must occupy the work within the completion time indicated herein. Delivery time for equipment and material provided under this contract shall include lead time for storage and ready installation within time limits of the work. Coordination of Owner furnished / Contractor installed equipment and/or materials shall be considered within time limits of the work.

### BID GUARANTY

The base bid proposal shall be guaranteed for a period of Sixty (60) days after date of proposal. Alternate proposals (additive or deductive), if requested, shall be guaranteed for a period of Ninety (90) days after date of signing contract. Unit prices, if requested, shall be guaranteed until the date of final acceptance of the project by the Owner. Upon receipt of the drafted construction contract, the contractor shall have no more than fourteen (14) days to execute and return the construction contract to the architect with all supporting documentation in correct order.

### INSURANCE

All projects require Builder's Risk Insurance

### OWNER

All papers shall be delivered to the Owner, unless otherwise specified in writing to the Contractor. Wherever the term "Owner" is used in the Specification it shall refer to:

GADSDEN STATE COMMUNITY COLLEGE  
P.O. BOX 227  
1001 GEORGE WALLACE DRIVE  
GADSDEN, ALABAMA 35902

### ARCHITECT

Wherever the term "Architect" is used in the Specifications, it shall refer to:

LATHAN ASSOCIATES ARCHITECTS, P. C.  
300 CHASE PARK SOUTH, SUITE 200  
HOOVER, ALABAMA 35244

who by contract with the Owner, is authorized to prepare all drawings, details, and specifications for this work.

After the award of this contract, supervision of the work will be performed by the aforementioned Architect, his duly authorized representatives, or his duly appointed successor as may be designated in writing to the Contractor by the Owner.

### APPLICABLE CODES AND AUTHORITIES

#### A. Codes

1. The work of this project shall be in accordance with the 2021 Edition, International Building Code. The minimum building standard code adopted by the Division of



Construction Management is the 2021 International Building Code. The following companion codes to the 2021 International Code are also adopted:

- a. 2021 – International Existing Building Code.
  - b. 2021 – International Plumbing Code.
  - c. 2021 – International Fuel Gas Code.
  - d. 2021 – International Mechanical Code.
  - e. 2020 – National Electrical Code (NFPA 70).
  - f. 2021 – International Fire Code.
  - g. ANSI/ASHRAE/IES Standard 90.1 – 2013 Energy Standard for Buildings.
  - h. 2010 – ADA Standards for Accessible Design.
  - i. 2019 NFPA 72: National Fire Alarm and Signaling Code (NFPA 72).
2. The requirements of the 2010 ADA Standards for Accessible Design supersede the accessibility requirements contained in the International Building Code and ANSI A117.1.
  3. Promptly notify the Architect, in writing, if any of the contract documents are in conflict or variance with applicable codes, laws and ordinances. All changes will be made by written addenda or modifications.

B. Precedence of Codes

1. In case of conflict between the State Building Code, local codes, the Life Safety Code enforced by the State Fire Marshal, or other codes, the most stringent requirements shall prevail.
2. All food preparation facilities, private water systems, and sewage disposal systems shall also meet the requirements of and be approved by the applicable county health department.

C. Authorities, including but not limited to:

1. Prevailing City or County Permitting/Inspection Department
2. Alabama Department of Environmental Management (ADEM)
3. US Army Corps of Engineers
4. Secure and pay for permits, impact fees, government fees and licenses. This will include, but not be limited to, all permits and/or fees required by ADEM, Local/State agencies.

- C. If any work is performed knowing it to be contrary to such codes, law, ordinances, rules and regulations and without notice to the Architect, the Contractor assumes full responsibility therefore and shall bear all costs for compliance thereto.

**FIRE ALARM REQUIREMENTS**

The Certified Fire Alarm Act requires that every business who installs fire alarm systems in commercial occupancies must be licensed as a Certified Fire Alarm Contractor. The contractor must have a NICET Level III Technician in a position of responsibility, and the license will be issued in the name of the certificate holder and the contractor. The Certified Fire Alarm Act also requires that technicians working for the Certified Contractor must hold a current NICET Level II or equivalent certification. Contractors wishing to bid on fire alarm work must show evidence at the pre-bid conference that he/she meets the certification requirements of the Act and holds a permit issued by the State Fire Marshal.



Act 2009-657, effective August 1, 2012, requires fire alarm contractors to be permitted through the State of Alabama Fire Marshal's Office. In accordance with §34-33A-9, if a fire alarm contractor is going to do work in State of Alabama, the contractor must deliver to the local building official a copy of their State Fire Marshal's Fire Alarm Permit.

1. For work involving fire alarm systems, General Contractors must submit a copy of the fire alarm contractor's State Fire Marshal's Fire Alarm Permit at the same time as submission of the subcontractor and supplier list to the lead design professional, which is required within 24 hours after receipt of bids. The architect or engineer shall reject fire alarm contractors who cannot provide a copy of the required permit.

#### NONRESIDENT BIDDERS

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

#### PRE-BID CONFERENCE

A conference of intended bidders may be held by the Owner prior to the time for the opening of bids for the purpose of presenting and explaining the policies of the Board. Notification of date and place for conference shall be given by written addenda.

#### PRE-CONSTRUCTION CONFERENCE

A conference shall be held at the job site no later than two weeks following the date of "NOTICE TO PROCEED". The purpose of this conference is to define the duties and responsibilities of the Architect, Owner, Contractor, and Local Building Authority. All forms, procedures, schedules, and other pertinent requirements will be discussed.

#### PRE-ROOFING CONFERENCE

A pre-roofing conference is required before any roofing materials are installed. This conference shall be conducted by a representative of the Architect and attended by representatives of the Owner, General Contractor, Roofing Contractor, Local Inspector (If required) Sheet Metal Contractor, Roof Deck Manufacturer (if applicable), and the Roofing Materials Manufacturer. If equipment of substantial size is to be placed on the roof, the Mechanical Contractor must also attend this meeting.

The pre-roofing conference is intended to clarify demolition (for renovation or re-roofing projects) and application requirements for work to be completed before roofing operations can begin. This would include a detailed review of the shop drawings, submittal data and samples. If conflict exists between the specifications and the Manufacturer's requirements, this shall be resolved. If this pre-roofing conference cannot be satisfactorily concluded without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case, should the work proceed without inspection of all roof deck areas and substantial agreement on all points.

**The Representative for the Roofing Materials Manufacturer shall bring a copy of the warranty(ies) for the roofing material(s) for comparison to the warranty(ies) specified. This sample warranty is required to be job specific, covering all requirements, per the specifications. If the sample warranty isn't provided as required, the conference will be voided, an inspection fee will be issued, and it will have to be rescheduled.**

The following are to be accomplished during the conference:

1. Review all Factory Mutual and Underwriters Laboratories requirements listed in the specifications and resolve any questions or conflicts that may arise.
2. Establish trade-related job schedules, including the installation of roof-mounted mechanical

- equipment.
3. Establish roofing schedule and work methods that will prevent roof damage.
4. Require that all roof penetrations and walls be in place prior to installing the roof.
5. Establish those areas on the job site that will be designated as work and storage areas for roofing operations.
6. Establish weather and working temperature conditions to which all parties must agree.
7. Establish acceptable methods of protecting the finished roof if any trades must travel across or work on or above any areas of the finished roof.

The Architect shall prepare a written report indicating actions taken and decisions made at this pre-roofing conference. This report shall be made a part of the project records and copies furnished to the General Contractor and the Owner.

**Regardless of whether or not the sample warranty has been submitted to the Architect, a copy of the warranty must be provided by the Manufacturer at this Pre-Roofing Conference.**

#### LIST OF SUBCONTRACTORS AND PRINCIPAL MATERIAL SUPPLIERS

A copy shall be prepared by the successful Contractor and delivered to Architect within **Twenty-Four (24) hours after bid**. List shall show following information on each Subcontractor and/or Supplier:

- A. Name of Subcontractor and/or Supplier
- B. Scope of Work to be performed by Subcontractor and percentage of total contract.
- C. For work involving fire alarm systems, General Contractor's must submit a copy of the Fire Alarm contractor's State Fire Marshall's Fire Alarm Permit at the same time as submission of the subcontractor and supplier list to Architect. The architect or engineer shall reject fire alarm contractors who cannot provide a copy of the required permit.

This list may also be emailed to [submittals@lathanassociates.com](mailto:submittals@lathanassociates.com).

#### PROGRESS SCHEDULES AND CHARTS

One hard copy prepared by Contractor and delivered to Architect at beginning of job. Five (5) additional copies must be submitted with each monthly request for payment showing actual progress. The schedule shall be in the form of an Analog Bar Chart Schedule of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the Chart his actual progress, preferably at the end of each week, but in any event, at the end of each month, and deliver to the Architect five (5) copies thereof and attach one to his monthly Application for Partial Payment.

#### CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
  1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the "Schedule of Values".
  2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the work from parties

involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicated graphically sequences necessary for completion of related portions of the work.

5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages  
Indicate important stages of construction for each major portion of the work, including testing and installation.
- C. Cost Correlation  
At the head of the schedule, provide a two-item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
- D. Distribution  
Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- E. Schedule Updating and Progress Photographs  
Revise the schedule after each bi-weekly meeting or activity, where revisions have been recognized or made. Issue the copies of updated schedule concurrently with progress photographs and report of each meeting to the Owner and Architect.

#### NOTICE OF SALES AND USE TAX EXEMPTION

The Owner is a tax-exempt agency. Materials incorporated into the Work are exempt from sales and use tax, therefore Contractor shall NOT include sales and use taxes in his Bid. Pursuant to Alabama Act No. 2013-205 (effective 5/9/2013), Contractors bidding the Work shall be required to attach "Accounting of Sales Tax" (ACCS) Form) to their Bid. **FAILURE OF THE CONTRACTOR TO COMPLETE THIS ATTACHMENT TO BID PROPOSAL FORM INDICATING THE SALES TAX AS REQUIRED SHALL RENDER THE BID NON-RESPONSIVE.**

It shall be the responsibility of the successful Contractor and any Subcontractor working under the same contract to apply for a Certificate of Exemption from the Alabama Department of Revenue for this specific project and to comply with all ADOR rules and regulations. The Owner shall not consider claims for additional costs resulting from the Contractor's or its subcontractors' failure to comply with such rules and regulations.

However, the Owner may elect to issue Form ST: PAA1 Purchasing Agent Appointment which appoints the Contractor as Agent to purchase materials Tax-Exempt. In this case, invoices must be transmitted for direct payment by the Owner.

## DAMAGE TO PROPERTY

- A. The Contractor shall be solely responsible for all work of this contract prior to such work achieving official Substantial Completion of the General Conditions of the Contract; and for providing adequate insurance, including: project specific Builder's Risk Insurance and Flood Insurance to cover the following:

1. Any damage to or loss of stored materials.
2. Any damage to or loss of in-place work.
3. Any damage to or loss of any portion of on-site or off-site property, existing or new, resulting from failure of or omission of protective measures; or caused by the work of this contract, including but not limited to: property, furnishings, contents or loss of revenue.

The Contractor shall be further responsible for promptly correcting or remedying of any such damage or loss; and shall exercise all reasonable measures to minimize any resulting delays to the project's original completion schedule.

- B. Damaged work shall be considered Defective Work.

## PERMIT FEE

ACCS Form C-8, "General Conditions of the Construction Contract", states the following:

"Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and all inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract, and which are in effect on the date of receipt of bids."

For public works projects falling under The State of Alabama Department of Finance - Division of Construction Management's jurisdiction and bid after October 1, 2014, the Architect shall include a copy of The State of Alabama Department of Finance - Division of Construction Management user fee schedule in the project manual and specify that the permit fee is to be included in the contractor's bid and paid by the Contractor.

The Pre-Construction Conference cannot be held until both (1) the permit fee and (2) the signed construction contract has been executed.

## INSPECTIONS

**Scheduling** - The contractor will contact the architect by e-mail at [inspections@lathanassociates.com](mailto:inspections@lathanassociates.com) of the date the project will be ready for an inspection.

- The Architect will contact the Inspector to schedule the first available date for the inspection. Inspections must be requested at least 14 days in advance.
- When the Inspector confirms the inspection time, the Architect will send an e-mail confirming the inspection time and date.
- Cancellations of any scheduled inspection must be received in writing by e-mail no less than 48 hours prior to the scheduled inspection. If an inspection is cancelled, it will be rescheduled subject to the Inspector's availability.
- If an inspection is cancelled less than 48 hours prior to the scheduled inspection, the re-inspection fee of \$1,500 will be charged to the General Contractor.
- If an inspection is held and the project is not deemed ready for inspection or it does not pass the inspection, a re-inspection fee of \$1,500 will be charged to the General Contractor.

- Contractor shall coordinate the inspections required by the local AHJ/ Independent Code Consultant as necessary. As a minimum requirement, the General Contractor shall provide a minimum one-weeks' notice to the Owner and the Design Professional (or more where required by the local AHJ or Independent Code Consultant) for stages of progress sufficient to hold the following inspections:
  - In-Ground Inspection:
  - Substantial Completion Inspection: The work is "Substantially Complete", all life safety features are operational and approved, and the Contractor has prepared a detailed Punch List of remaining touch-up work to the Owner and the Design Professional.
  - Final Inspection: The work is complete, and the Owner may make use of the project. The Final Inspection shall be attended by the Owner's representative(s) and the Design Professional

**Minimum Requirements** - The following minimum requirements listed below are provided to aid the contractors and architect in determining if a project is ready for a required inspection.

- Pre-Construction Conference
  - Required Attendees: Contractor, Owner, Architect, Major Subcontractors, Inspector
  - Inspection Requirements:
    - Signed construction contract.
    - Fire Alarm Contractor's Certification (from State Fire Marshal)
    - ADEM permit, if more than 1 acre of land is disturbed.
- Pre-Roofing Conference
  - Required Attendees: Contractor, Owner, Architect, Roofing Subcontractor, Roofing Manufacturer's Representative, Inspector
  - Inspection Requirements:
    - Roofing submittals must be approved by the architect prior to pre-roofing conference
    - Roofing manufacturer must provide documentation that roof design and roofing materials meet code requirements for wind uplift and impact resistance
    - Copy of sample roofing warranty
- Above-Ceiling Inspections
  - Required Attendees: Contractor, Owner, Architect, MEP Engineers, Major Subcontractors Inspector
  - Inspection Requirements:
    - All work must be completed except for install at ion of ceiling tiles and/or hard ceilings.
    - Space must be conditioned.
    - Permanent power must be connected unless otherwise arranged with the Inspector.
- Life Safety Inspections and Final Inspections
  - Required Attendees: Contractor, Owner, Architect, Engineers, Major Subcontractors, Local Fire Marshal, Inspector
  - Inspection Requirements:
    - Fire alarm certification
    - General Contractor's 5-Year Roofing Warranty (Form C-9)
    - Roofing manufacturer's guaranty
    - Emergency and exit lighting tests.



- Fire alarm must be monitored.
- Must have clear egress/access and emergency (for first responders) access to building.
- Must have ADA access completed.
- Year-End Inspections
  - Required Attendees: Contractor, Owner, Architect, Engineers, Inspector and /or Major subcontractors may also be required to attend.
  - Inspection Requirements:
    - Owner 's list of documented warranty items

## MATERIALS

ALL MATERIALS FOR THIS PROJECT SHALL BE ASBESTOS FREE.

## PROTECTION OF WORK AND PROPERTY

Contractor shall confine his operations to the project work limits of this contract and shall maintain required exit and fire safety requirements as well as Owner's security requirements. Protect adjoining spaces and cause no damage to same; any damage to be immediately repaired.

### A. Protection of Work and the Public

Provide adequate protection, in full accordance with local, State and Federal regulations, for the work in progress as well as for the public and others using the site, until the completion of all work.

Provide suitable signs, signals and barricades against trespassing by individual and take whatever steps necessary or required by law to protect workers and public from harm. Protect the work and the public from damage of any kind during all operations. Methods described herein are minimum standards acceptable except where exceeded by Federal, State or local requirements.

### B. Safety and Traffic Control Devices During Construction

1. Within the limits of area designated for work under this contract, and any staging or traffic areas, this Contractor shall furnish, install, and maintain all safety and traffic control devices during the construction period as described herein, and as required by law.
2. All safety and traffic control devices shall be in compliance with Federal, State and local laws and regulations, and to the requirements and approval of applicable local officials, State Highway Department and the Architect.
3. Wherever the work affects the normal flow of vehicular or pedestrian traffic, traffic control devices shall be in accordance with requirements and standards as set forth in the "Manual on the Uniform Traffic Control Devices for Streets and Highways", latest edition, as published by U.S. Department of Transportation, Federal Highway Administration, and Section "G" of the Alabama Manual on Uniform Traffic Control Devices, Volumes I and II, latest edition.
4. Traffic Control Devices. Traffic control devices shall be installed at the inception of the construction operations and shall be properly maintained during the periods of construction. They shall remain in place only as long as they are needed and shall be removed immediately thereafter.
5. All traffic control devices must be approved by the City, County and by all affected enforcing agencies.

6. Protective Construction Site Barricade

- a. Requirements: Contractor shall furnish, install and maintain throughout the life of the Contract, all necessary barricades, covers, scaffold guards, warning signs, warning lights, channelization markers and other protective devices, all as required by Owner, local rules, regulations and ordinances, and as necessary to protect the work from trespassing.
- b. Barricades, enclosing devices and warning lights may be standard rental items of equipment in compliance with these requirements; and shall be of a type that affords security, is quite visible and is easily moved.
- c. Materials for use in construction of site barricades and other protective devices shall be of new exterior plywood and not less than #2 pine structural lumber, all of good appearance, sound, square, straight, in line, braced and well-constructed. All materials, except those to be walked on, shall be painted.
- d. Move barricades from one area to the next as the work progresses. Remove all upon completion.
- e. Lighting on Barricades: Furnish and install traffic warning lights or barricades, in areas of vehicular traffic. Install yellow traffic signal lamps complete with all wiring, switches, disconnects, fusing, sockets, guards and hanging provisions. These lights shall be turned on during all hours of darkness (dusk to dawn). Maintain in service during the construction period; move forward as site of work moves. Remove all upon completion of work.
- f. See also erosion control requirements of Earthwork Section 02300.
- g. **Unauthorized visitors not permitted within working and storage areas.** OSHA approved suitable personal safety devices are to be provided for authorized visitors within working areas. Suitable fire extinguishing equipment, readily accessible from any part of the work, to be provided and maintained. Erect any and all required additional protective barriers, lights, etc., as necessary for safety and protection. Keep area of work closed off when not in use.

C. Utilities

1. See Section 01025 for utility usage bills responsibility.
2. Other utility bills caused by work of the contract are to be paid by Contractor as outlined in the SUMMARY OF THE WORK. Contractor to provide own telephone, temporary heat and pay costs for same. Contractor to pay for any sewer impact fee as related to this project. All project related sanitary conditions are the responsibility of the Contractor.
3. Contractor must investigate and verify the existence and location of all site utilities in the field before starting work. Flag on site all underground service lines in the construction area. Notify the Architect of any condition which, in the Contractor's opinion, may interfere with the completion of work as designated. Excavating in the vicinity of existing utilities shall be done carefully and by hand. Maintain and protect existing utilities.

4. The Contractor is responsible for all temporary utility connections to utilities.

D. Protection of Materials

Properly and effectively protect all materials and equipment, before, during and after their installation. Contractor will be allowed to store materials, equipment, etc., on the site. Security of the area(s) will be the sole responsibility of the Contractor. **Protect materials such as insulation and insulated duct from rain exposure.**

E. Watchman

The Contractor, at his own expense and option, may employ a watchman at such time as he deems necessary to protect his work and/or materials.

DAMAGE TO PROPERTY

The contractor will be responsible for, and insure against, any damage to property, furnishings, and/or loss of revenue resulting from any damage to any part of the existing property caused by the work of this Contract.

SPECIAL SAFETY REQUIREMENTS

All exitways shall be maintained free and clear of all stored materials, debris, etc.

No combustible construction materials shall be stored in the Project area after the day's work is complete. Remove any potentially hazardous materials immediately to prevent any fire hazards which may result from the construction of this Project. In addition, precautions shall be made by the General Contractor to prevent any other activities at the site which may constitute a fire hazard.

In addition to any portable fire extinguishers existing in the building, the General Contractor shall provide additional fire extinguishers during the construction as required.

Refer to the General Conditions for additional safety requirements.

USE OF PREMISES, SANITARY PROVISIONS

Refer to SECTION 01035, SPECIAL PROJECT PROCEDURES, for use of premises, sanitary provisions which are specifically related to this project. Note that sanitary conditions are the responsibility of the Contractor.

All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security or evacuation requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.

USE OF OCCUPIED PREMISES

During execution of this Contract, clear passages must be maintained as described along corridors. Owner will endeavor to keep personnel and visitors from work areas, but it will be the Contractor's responsibility to enforce all safety precautions.

CUTTING AND PATCHING

All excavation and cutting of new work to accomplish the work shall be by the respective trades. It is to be noted that Divisions 15 and 16 each are required to perform the necessary cutting of floors, walls, ceilings as necessary to install the work of their trade, all under the direct supervision of the General Contractor and in accordance with the construction schedule. The General Contractor is responsible for the repair, replacement and finish of pavement, roofs, floors, walls and ceiling (all finish work); and same shall be accomplished by competent workmen and finish up in a neat manner, by craftsmen skilled in their work, all to be equal in quality and appearance of adjacent work. Finished installation shall comply with specified tolerances and finishes. The Contractor shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the work, adjacent property, workmen, the public or the work of any other Contractor.

In acceptance or rejection of the work of the Sections involved in the application of finish materials, the



Architect will make no allowance for lack of skill on the part of the workmen.

When necessary to cut, or alter completed work to accommodate subsequent work, the Contractor performing the work previously in place shall do such cutting and repairing.

Cost of cutting and repairs necessitated by fault of negligence, or for other reasons, shall be borne by the Contractor at fault in requiring such work.

If a Contractor or Subcontractor fails to do necessary cutting or fails to have restored any work of others damaged by him, for a period of time causing delay in project construction, the Owner may do so and cost thereof shall be charged to the General Contractor.

Cutting of structural members will not be permitted.

FIRE INTEGRITY OF CONSTRUCTION shall be maintained whenever components of rated assemblies are penetrated, jointed, cracked or compromised in any way either intentionally or unintentionally; including, but not limited to: walls, floors, ceilings and caps. Rated walls shall extend and key to floor, cap assembly or roof deck above using consistent materials.

Openings for "poke-through" pipe, conduit, etc., penetrations shall be of minimum size in accordance with UL published requirements for maintaining integrity of rated construction and fire sealed properly. Mortar or concrete in contact with copper will not be accepted. Expansive spray foam fill which is combustible shall not be allowed.

Opening shall be sealed full thickness of penetration, (i.e., grout solid up to within one (1) inch of finish surface then seal with rated sealant material). Any and all pipe and conduit penetrations of a finished wall, floor or ceiling materials shall be finished out with an approved escutcheon plate. Any penetration of rated walls or ceilings by mechanical ductwork shall be protected by use of rated fire damper system at point of penetration. Provide for collars as required at point of penetration through rated construction. Contractor shall provide fire integrity sign on rated wall construction (above ceiling) lines in accordance with the building code, and as outlined in PAINTING - SECTION 09910.

If specified under FIRESTOP CAULKING AND SEALING - SECTION 07840, fire caulking and sealing shall be **single source** provided using same approved materials and certified technicians throughout the project. All applicable trades shall coordinate accordingly and make their work ready to properly receive fire sealant. If fire sealing is not specified under a separate section, then all applicable trades shall fire seal their own work using the same mutually agreed upon fire sealing materials consistently throughout the project installed by manufacturer's certified technician(s). Acceptable fire sealing materials include, but are not limited to: Dow-Corning, 3-M Brand, Tremco meeting ASTM 3-119, ASTM 3-814 and mineral wool fiber safing.

#### USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

- A. Contractor agrees to permit Owner to use and occupy portions of building or Project before formal acceptance by Owner, provided that Owner:
  - 1. Secures written consent of Contractor (except in event that in the opinion of Architect, Contractor is chargeable with unwarranted delay in final completion of contract requirements).
  - 2. Secures endorsement from insurance carrier and consent of the surety, permitting occupancy and use of portions of project during remaining period of construction.
- B. Use and occupancy prior to formal acceptance shall not relieve Contractor of his responsibility to maintain insurance coverage, as called for in specifications, for benefit of Owner, Owner's Agent, Contractor and all Subcontractors until Project is completed and

accepted by Owner. However, use and occupancy of any area by the Owner prior to project completion shall mean partial acceptance of that area and any equipment within that area used by the Owner, thereby requiring a substantial completion agreement between the Owner and the Contractor for said area and equipment.

END OF SECTION

## SPECIAL PROJECT PROCEDURES - SECTION 01035

### 1.0 Requirements

As set forth herein are applicable to the Work under every Section or Division of this Specification, of the General Contractor and all Subcontractors.

### 1.1 Completion Date

Work under this contract shall be sufficiently completed to permit Owner to occupy the building, or a designated portion thereof, on or before date stipulated on the Proposal Form and accepted by Owner. See Paragraph Entitled Time For Completion under SPECIAL PROJECT REQUIREMENTS, SECTION 01030.

### 1.2 Acceptance of Preceding Work

Before starting any operation, Contractor and each Subcontractor shall examine existing work performed by others to which his work adjoins. Failure to remedy faults in or notify Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

### 1.3 Layouts and Levels

General Contractor shall establish principal lines, grades, levels and corners, and shall set and maintain adequate reference points therefore. Contractor shall lay out own work to dimension from principal lines and shall be responsible for layout of his subcontractor's work.

### 1.4 Product Approval

A. In addition to items submitted for approval by Shop Drawings, Contractor to submit for approval within ten (10) days after receipt of Notice to Proceed a list of all products proposed for use in the work, listing manufacturer, make, model number, catalog listing subcontractors' and / or vendors' names, and other manufacturers' identification for each particular product for each particular use. Submit in letter form in 3 copies, and approval obtained before material is ordered. Submit list of products requiring color selection. Approved list of products manufacturers and / or vendor will be returned promptly in order to avoid any delay of ordering materials specified. General Contractor shall review with Architect and the Owner the actual status of availability of all materials and schedule of work in the building, (including Alternates).

B. Submit complete Product Data and testing results, if requested.

### 1.5 Weather Protection

Contractor provide, maintain and pay all cost for all weather protection required to properly protect all parts of structure from damage during construction. Note that building heating and cooling system will remain in operation throughout the contract period.

### 1.6 Manufacturer's Directions

A. Apply, install, connect and erect manufactured items or materials according to recommendations of manufacturer when such recommendations are not in conflict with Contract Documents.

B. Furnish to Architect, on request, copies of manufacturer's recommendations. Secure approval of recommendations before proceeding with work.

**ALL MANUFACTURED ITEMS THAT ARE STRUCTURAL IN NATURE SHALL BEAR THE SEAL OF A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF ALABAMA AND SUBMITTED FOR APPROVAL.**

### 1.7 Coordination Between Trades: Contractor's Pre-Construction Coordination Meeting

A. Plumbing, Heating, Ventilating, Air Conditioning and Electrical Drawings are diagrammatic.

- B. BEFORE COMMENCING WORK UNDER THIS CONTRACT, GENERAL CONTRACTOR IS TO ARRANGE FOR A MEETING OF ALL MAJOR SUBCONTRACTORS (AND SEPARATE CONTRACTS AS APPLICABLE) TO DETERMINE THAT ALL ITEMS WILL FIT INTO SPACES PROVIDED, HEADROOMS MAINTAINED, CONCEALMENT REQUIRED, WALL THICKNESS SUFFICIENT FOR RECESS OF ITEMS, PRIORITIES ESTABLISHED IN INSTALLATION OF DUCTS, PIPING, ETC. EACH SUBCONTRACTOR MUST HAVE THEIR RESPECTIVE ON-SITE JOB FOREMAN PRESENT. Each Subcontractor to have drawings of all trades, and to be completely aware of and fully informed of, requirements and locations of work to be installed by other Subcontractors. In case of disagreements in locations, General Contractor is to settle same, giving preference to ductwork and larger items, except where grading of pipe may require preference. All decisions to be recorded on each Subcontractor's drawings and on jobsite set of drawings and fully inform all Subcontractors. No changes to be made which affect finish locations or alter requirements of contract without approval of the Architect. Do not cover or block previously installed alarm devices, valves, etc., without providing for access to same.
- C. If, in any location, it is impossible to install required items and maintain requirements as to ceiling heights, clearances dimensions, etc., or due to structural interference, General Contractor is to advise Architect for a decision.

1.8 City Ordinances

- A. Comply with all City rules, regulations and ordinances in regard to parking, unloading, blocking of street, sidewalk or alley; and provide all lights, barriers, temporary walkways, protection, etc., as necessary for complete compliance.
- B. Comply with applicable Code and all local and Federal laws and ordinances in regard to safeguards during construction and fire protection, and all governing regulations pertaining to requirements during construction.

1.9 Operating and Maintenance Instructions

- A. Contractor shall instruct Owner's operating personnel in proper operation, lubrication and maintenance of all equipment items installed under this contract.
- B. At completion of job, Contractor shall provide three (3) copies of a brochure containing manufacturer's operating, lubricating and maintenance instructions and parts lists for each item of equipment furnished under this contract. Each copy shall be assembled and bound under a substantial hardboard cover with title and index. Provide a complete set of approved manufacturer's and contractor's shop and equipment "setting" drawings for major systems and equipment furnished under this contract.

One (1) copy of the Operating and Maintenance instructions shall be hand delivered to the Architect at the final inspection and the remaining copies shall be provided to the Owner prior to issuance of the Certificate of Substantial Completion

1.10 Site Limitation and Use

- A. General Contractor and each Subcontractor shall note the extent of site available for access and storage. Contractor restricted to those limits.
- B. All personnel required on the job site must at all times be in possession of **state issued** photo identification subject to examination by Owner or their representative. Other security requirements may also be in place and is the responsibility of the General Contractor to abide by all school rules.
- C. Contractor and Subcontractors are further cautioned that the traffic on adjacent streets may place strict limitations on the rates and means of delivery of materials, equipment and

supplies, the removal of rubbish, and, in some cases, the hours during which deliveries are made.

1.11 Protection of Existing Property Adjacent

A. Protect and cause no damage to adjacent area and site.

During progress of work, Contractor will be responsible for full and complete protection of property which the work is being done, insofar as related to work under this Contract. Any damage to adjacent property, or contents caused by failure in performance with these requirements must be made good by Contractor at his own expense and to the satisfaction of Owner. Any damage to existing adjacent areas outside contract work limits shall be replaced with exact same materials as that damaged.

B. Provide for means to prevent objectionable dust and debris blowing onto adjacent property or streets from work being accomplished under this contract.

1.12 Dimensions

Contractor and each Subcontractor shall verify dimensions at site for built-in work, for work adjoining that of other trades and for dimensions shown to existing structures or installations. Notify Architect of any discrepancies.

1.13 Security of Construction Area

Contractor shall secure on site storage of materials and equipment. Storage of materials shall be within the Contractor's limit of construction at the site. This General Contractor shall adhere to Owner's requirements for security of work area and under all conditions shall be subject to these security regulations and requirements. Off-site storage of materials and equipment that are to be installed in the project shall be in a bonded storage area as outlined in the General Conditions.

1.14 Delivering and Storage

A. Deliver packaged materials to site in manufacturer's original, unopened and labeled containers. Do not open containers until approximate time for use.

B. Store materials in a manner that will prevent damage to materials or structure, and that will prevent injury to persons. No materials will be stored outside of contract work area by this Contractor.

C. Store cementitious materials in dry, weathertight, ventilated spaces. Store ferrous materials to prevent contact with ground and to avoid rusting and damage from weather.

1.15 Fire Protection

Contractor to take all necessary steps to ensure prevention of fire. Contractor to have portable extinguishers on hand at site throughout the period of construction. Flammable and combustible materials shall be kept in metal cans with tight covers and removed from building at end of each working day.

Fire protection systems within existing buildings must be maintained in full operation during construction.

1.16 Chases and Openings

Provide all proper chases, openings and recesses as indicated for work under this Contract. Build in all sleeves, anchors, etc., for proper engagement of work to be installed. All post piercing of slabs and masonry shall be core drilling.

END OF SECTION



1.0 - GENERAL REQUIREMENTS

1.1 Related Documents

Drawings and general provisions of Contract, including General and Supplementary Conditions (plus modifications thereto), and other Division 1 Specification sections, apply to work of this section.

1.2 Description of Work

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

- A. Coordination and meetings.
- B. Administrative and supervisory personnel.
- C. Surveys and records or reports.
- D. Limitations for use of site.
- E. Special reports.
- F. General installation provisions.
- G. Cleaning and protection.
- H. Conservation and salvage.
- I. Special Inspections.

1.3 Coordination and Meetings

A. General

Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.

B. Coordination Drawings

Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate sequence for installation.

C. Bi-Weekly Coordination Meetings

Hold bi-weekly general project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

- D. At Contractor's option, bi-weekly coordination meetings can be held integrally with progress meetings.

1.4 Administrative / Supervisory Personnel

A. General

In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.



B. Project Coordinator

Provide a full-time Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is hereby authorized to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installation, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, temporary facilities and services, scheduling and sequencing of mechanical / electrical work, integration of work placed into limited spaces available for mechanical / electrical installations, each trades' protection of work by other trades and preparation of mechanical / electrical coordination drawings.

1.5 Surveys and Records / Reports

A. General

Establish markers to set lines and levels for work as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use.

B. Survey Procedures

Before proceeding with the layout of actual work, verify the layout information shown on the drawings, in relation to the existing partitions and conditions. As work proceeds, check every major element for line, level and plumb. Maintain a record of such checks; make this record available for the Architect or Engineer. Record deviations from required lines and levels and advise the Architect or Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record drawings.

1.6 Limitations on Use of the Site

A. General

Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

B. See also specific requirements of SECTION 01030 - SPECIAL PROJECT REQUIREMENTS and SECTION 01035 SPECIAL PROJECT PROCEDURES.

1.7 Special Reports

A. General

Submit special reports directly to the Owner through the Architect within one day of an occurrence. Submit a copy of the report to the other entities that are affected by the occurrence.

B. Reporting Unusual Events

When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or affects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.



- C. Reporting Accidents  
Prepare and submit reports of significant accidents at the site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

## 2.0 -PRODUCTS

Not applicable.

## 3.0 - EXECUTION

### 3.1 General Installation Provisions

#### A. Pre-Installation Conferences

Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabricators who are involved in, or affected by, that unit of work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting. Advise the Architect/Engineer of scheduled meeting dates.

1. At each meeting review progress of other work and preparations for the particular work under consideration including specific requirements for the following:  
  
Contract documents.  
Options.  
Related change orders.  
Purchases.  
Deliveries.  
Shop drawings, product data and quality control samples.  
Possible conflicts and compatibility problems.  
Time schedules.  
Manufacturer's recommendations.  
Compatibility of materials.  
Acceptability of substrates.  
Temporary facilities.  
Space and access limitations.  
Governing regulations.  
Safety.  
Inspection and testing requirements.  
Required performance results.  
Recording requirements.  
Protection.
2. Record significant discussions of each conference, and record agreements and disagreements, along with the final plan of action. Distribute the record of meeting promptly to everyone concerned, including the Owner and Architect / Engineer.
3. Do not proceed with the work if the pre-installation conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene pre-installation conference at the earliest feasible date.

- B. Installer's Inspection of Conditions  
Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- C. Special Inspections  
Coordinate and schedule for Special Masonry Inspections with Masonry Contractor and Owner's Inspector as required to comply with current Building Codes. All grout placement for CMU walls shall be witnessed by the Special Inspector.
- D. Manufacturer's Instructions  
Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than the requirements indicated in the contract documents.
- E. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- F. Provide attachment and connection devices and methods for securing work. Secure work true to line and level and within recognized industry tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect/Engineer for final decision.
- G. Recheck measurements and dimensions of the work as an integral step of starting each installation.
- H. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.
- I. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- J. Mounting Heights  
Where mounting heights are not indicated, mount individual units of work at industry recognized standard and A.D.A. acceptable mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect/Engineer for final decision. For mounting heights on Owner Furnished Equipment, Contractor shall obtain accurate information from data supplied by Owner or from field measurements of actual equipment to be relocated and installed.

### 3.2 Cleaning and Protection

- A. General  
During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
- B. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable

components to ensure proper operation without damaging effects.

C. Limiting Exposures of Work

To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation, to the following:

Excessively high or low temperatures.

Thermal shock.

Excessively high or low humidity.

Water or ice.

Solvents.

Chemicals.

Electrical current.

Incompatible interface.

Misalignment.

Unprotected storage.

Theft.

Vandalism.

3.3 Conservation and Salvage

It is a requirement for supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials.

END OF SECTION