

Salon & Spa Fit Out

Wallace State Community College
Oneonta, Alabama



ACCS JOB# 2025 027

PROJECT SPECIFICATIONS

FEBRUARY 2025

SECTION 00 0100 - TABLE OF CONTENTS

FRONT END DOCUMENTS

ACCS FORM 2-A – CONSTRUCTION CONTRACT	4
ACCS FORM 2-B – GENERAL CONDITIONS OF THE CONTRACT	52
ACCS FORM 2-C – PERFORMANCE BOND	4
ACCS FORM 2-D – PAYMENT BOND	3
ACCS FORM 2-F – CONTRACT CHANGE ORDER	2
ACCS FORM 2-G – CHANGE ORDER JUSTIFICATION	2
ACCS FORM 5-A – ADVERTISEMENT FOR BIDS	1
ACCS FORM 5-C – INSTRUCTIONS TO BIDDERS	10
ACCS FORM 5-E – PROPOSAL FORM	2
ACCS FORM 5-F – BID BOND	1
ACCS FORM 5-H – ACCOUNTING OF SALES TAX	1
ACCS FORM 6-C – STATEMENT OF FIELD OBSERVATIONS	1
ACCS FORM 6-D – APPLICATION AND CERTIFICATE FOR PAYMENT	1
ACCS FORM 6-E – SCHEDULE OF VALUES	1
ACCS FORM 6-F – INVENTORY OF STORED MATERIALS	1
ACCS FORM 6-H – PROGRESS SCHEDULE AND REPORT	1
ACCS FORM 6-K – CERTIFICATE OF SUBSTANTIAL COMPLETION	2
ACCS FORM 6-M – ADVERTISEMENT FOR COMPLETION	1
ACCS FORM 6-N – CONTRACTOR’S AFFIDAVIT OF DEBTS AND CLAIMS	1
ACCS FORM 6-P – CONTRACTORS AFFIDAVIT OF RELEASE OF LIENS	1
ACCS FORM 6-Q – CONSENT OF SURETY FINAL PAYMENT	1
VENDOR DISCLOSURE STATEMENT	2
ALABAMA DEPARTMENT OF REVENUE NOTICE ON TAX GUIDANCE	1
ALABAMA SALES AND USE TAX CERTIFICATE EXEMPTION	4

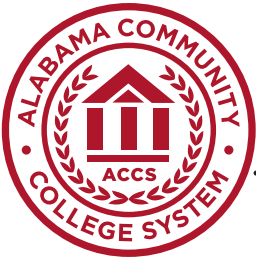
DIVISION 01 – GENERAL REQUIREMENTS

011000	SUMMARY	6
012000	PRICE AND PAYMENT PROCEDURES	4
013000	ADMINISTRATIVE REQUIREMENTS	12
014000	QUALITY REQUIREMENTS	3
014100	REGULATORY REQUIREMENTS	1
014217	DEFINITIONS AND STANDARDS	3
015000	TEMPORARY FACILITIES AND CONTROLS	4
016000	PRODUCT REQUIREMENTS	8

016116	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	4
017000	EXECUTION AND CLOSEOUT REQUIREMENTS	9
017400	WARRANTIES AND BONDS	3
017800	CLOSEOUT SUBMITTALS	7

DIVISION 12 – FURNISHINGS

12 3500	SALON AND SPA FURNITURE/EQUIPMENT	31
	- NOTIONAL SALON LAYOUT	1
	- NOTIONAL CLASSROOM LAYOUT	1



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 <day> day of <month> in the year of <year>
3 between the OWNER, the Alabama Community College System on behalf of:

<Select Client>

Address: []

Email: []

Phone: []

4 and the CONTRACTOR,

Company Name: []

Address: []

Email: []

Phone: []

5 for the WORK of the Project identified as:

6 The CONTRACT DOCUMENTS are dated [] and have been amended by []

7 ADDENDA:

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.:		Expiration Date	
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

LOCAL COLLEGE OR TRADE SCHOOL

BY: _____
AS PRESIDENT OF
<Select Client>

ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)

BY: _____ DATE: _____
CHIEF FACILITIES OFFICER

CONTRACTING PARTIES

CONTRACTOR COMPANY

BY: _____
SIGNATURE

NAME: _____

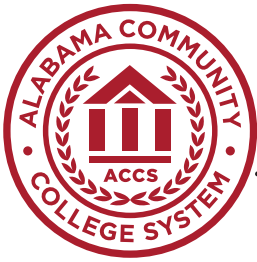
TITLE: _____

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

BY: _____
CHANCELLOR

ATTACHMENTS:

- Copy of Alabama General Contractor's License
- Proposal Form (ACCS Form 5-E)
- List of all proposed major subcontractors and suppliers
- Accounting of Sales Tax (ACCS Form 5-H)
- Bid Tabulation
- Certificate of Liability Insurance
- Performance Bond (ACCS Form 2-C)
- Payment Bond (ACCS Form 2-D)
- State of Alabama Disclosure Statement
- E-Verify Memorandum of Understanding
- W-9 (Request for Taxpayer Identification Number and Certificate)
- Contractor's License by the Alabama State Licensing Board



GENERAL CONDITIONS *of the* CONTRACT

CONTENTS

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

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).

C 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 \$100,000):

(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 \$100,000):

(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 for ACCS Projects shall be governed by Title 39 of the Alabama Code.
- (2) “Retainage” is defined as that money belonging to the contractor which has been retained by ACCS conditioned on final completion and acceptance of all work in connection with a project or projects by the contractor. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.
- (3) In making progress payments the Owner shall retain five percent of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after 50 percent completion has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract.

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.
- F** The Contractor shall complete or correct all items of any remaining Work (“punch list” items) , ready for re-inspection for Final Acceptance, within 30 days after the Date of Substantial Completion unless another date is specified in the Certificate of Substantial Completion. 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. Failure to complete or correct any items of remaining Work (“punch list” items) within 60 days will result in all warranties commencing on the Date of Final Acceptance.
- G** Nothing herein, including paragraph E above, shall limit or waive the Owner’s rights under Article 27, including but not limited to issuance of Notices to Cure or Notice of Termination issued to Contractors and Sureties, to obtain completion, correction, or repair of any remaining unfinished Work (“punch list” items).

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 \$100,000 or less, there is no requirement for Advertisement for Completion.
- (2) If the Contract Sum is more than \$100,000: 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.

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.

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.

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 \$100,000, 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.

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

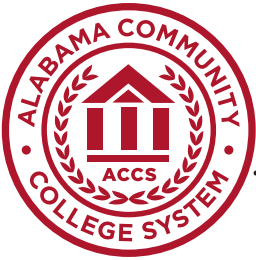
- A** In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification 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



PERFORMANCE BOND

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

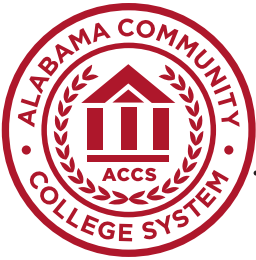
10 **CONTRACTOR as PRINCIPAL:**

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.



PAYMENT BOND

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

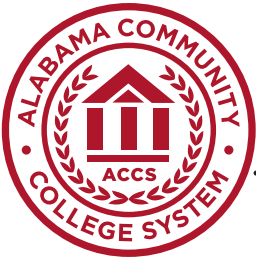
CONTRACTOR COMPANY NAME

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.

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 2-F

***NOTE: Any Change Orders without documented ACCS Facilities Division approval will be at the expense of the Architect and/or the Contractor.**

CONTRACT CHANGE ORDER

ACCS PROJECT#:		
CHANGE ORDER#:		
DATE:		
PROJECT:		
TO: <Contractor Company Name>		
Address:		
<p>TERMS: 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>FURNISH 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>		

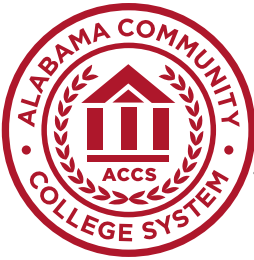
Review/Initial of Regional Facilities Director _____

VER: 10252024

ORIGINAL CONTRACT SUM		ORIGINAL SUBSTANTIAL COMPLETION DATE	
NET TOTAL OF PREVIOUS CHANGE ORDERS		ORIGINAL CONTRACT DURATION (DAYS)	
PREVIOUS REVISED CONTRACT SUM	\$ 0.00	NET TOTAL OF DAYS FROM PREVIOUS CHANGE ORDERS	
THIS CHANGE ORDER WILL: <input type="radio"/> INCREASE <input type="radio"/> DECREASE		THIS CHANGE ORDER WILL: <input type="radio"/> INCREASE <input type="radio"/> DECREASE	
THE CONTRACT SUM BY		THE CONTRACT DURATION BY (DAYS)	
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER		REVISED CONTRACT DURATION, INCLUDING THIS CHANGE ORDER	
The amount of this Change Order will be the responsibility of: <Select Client>		REVISED SUBSTANTIAL COMPLETION DATE, INCLUDING THIS CHANGE ORDER	

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

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



FACILITIES DIVISION

ACCS FORM 2-G

***NOTE: Any Change Order without documented ACCS Facilities Division approval is the expense of the Architect and/or the Contractor.**

CHANGE ORDER JUSTIFICATION

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

CHANGE ORDER #		ACCS PROJECT #		DATE:	
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)

C ORIGINAL CONTRACT SUM		ORIGINAL SUBSTANTIAL COMPLETION DATE	
NET TOTAL OF PREVIOUS CHANGE ORDERS		ORIGINAL CONTRACT DURATION (DAYS)	
PREVIOUS REVISED CONTRACT SUM	\$ 0.00	NET TOTAL OF DAYS FROM PREVIOUS CHANGE ORDERS	
THIS CHANGE ORDER WILL: <input type="radio"/> INCREASE <input type="radio"/> DECREASE		THIS CHANGE ORDER WILL: <input type="radio"/> INCREASE <input type="radio"/> DECREASE	
THE CONTRACT SUM BY		THE CONTRACT DURATION BY (DAYS)	
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER		REVISED CONTRACT DURATION, INCLUDING THIS CHANGE ORDER	
		REVISED SUBSTANTIAL COMPLETION DATE, INCLUDING THIS CHANGE ORDER	

D THE CHANGE ORDER IS: <input type="radio"/> Owner directed changes in the Work <input type="radio"/> Differing (hidden) site conditions <input type="radio"/> Other (please explain in Section D)	JUSTIFICATION FOR NEED OF CHANGE(S): Attach documented written approval from ACCS to proceed with change order.
--	---

Review/Initial of Regional Facilities Director _____

VER: 11062024

E JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:

F ARCHITECT/ENGINEER'S EVALUATION OF PROPOSED COST:

G CHANGER ORDER RECOMMENDED	CHANGE ORDER JUSTIFIED AND APPROVED
<p>_____</p> <p>ARCHITECTURAL/ENGINEERING FIRM NAME</p>	<p>BY: _____</p> <p>ACCS CHIEF FACILITIES OFFICER</p>
<p>BY: _____</p> <p>ARCHITECT/ENGINEER'S SIGNATURE</p> <p>BY: _____</p> <p>OWNER'S DESIGNATED REPRESENTATIVE SIGNATURE</p>	<p>BY: _____</p> <p>OWNER'S LEGAL COUNSEL'S SIGNATURE (FOR CHANGE ORDERS 10% OR GREATER)</p>

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. **Attached a copy of the contractor's detailed cost proposal.**
- 4. Section (C):** Insert the Original Contract Sum, Net total of previous Change Orders, Revised Contract Sum, the Sum increase or decrease of this Change Order request, and the Revised Contract Sum including this Change Order request. Insert the Original Substantial Completion Date, Original Contract Duration Days, Net total of Days from previous Change Orders, the increase or decrease of Days of this Change Order request, the Revised Contract Duration including this Change Order request, and the Revised Substantial Completion Date including this Change Order request.
- 5. Section (D):** Explain why it is necessary, or in the public's interest, to make the proposed change(s) to the Work. Select the type of Change Order. Attach documented written approval.
- 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.

ADVERTISEMENT FOR BIDS

**Project: Salon & Spa Fit Out
Wallace State Community College
Oneonta, AL**

SEALED PROPOSALS will be received on behalf of the Alabama Community College System at the office of:

Wallace State Community College
801 Main Street NW
Hanceville, AL 35077-2000

For the above referenced project until **2:00PM** Central Standard Time on **March 13th, 2025**.

The scope of the project includes, but is not limited to, the purchase and installation of salon and spa furniture/equipment as outlined in the project specifications.

Bids may be delivered via mail to the address above or hand delivered to the following location where bids will be publicly opened and read.

**Business Office, Suite 1001
Bailey Center, 10th Floor**

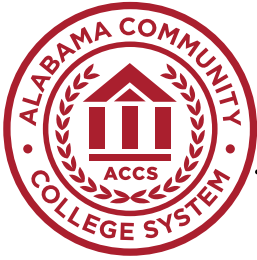
A cashier's check or bid bond payable to Alabama Community College System in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00, must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

Construction Documents, Drawings and Specifications may be examined at the **WSSC Business Office, Suite 1001, Bailey Center, 10th Floor**. Requests for bid documents shall be sent to Mary Helen Ingram at mary.ingram@accs.edu.

A NON- MANDATORY PRE-BID CONFERENCE is scheduled for **Tuesday, March 4, 2025**, at **3:00pm CST** at the project location Wallace State Oneonta – Technical Center (728 2nd Ave E Suite A Oneonta, AL 35121) at which time interest vendors will be allowed to tour the facility where furniture and equipment is intended to be installed.

Bids must be submitted on proposal forms furnished in the project manual or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Owner; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

This page intentionally left blank



INSTRUCTIONS *to* BIDDERS

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. Bid 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 BID ALTERNATES:

(A) Bid Alternates: Additive alternate bids are preferred, and may be used in order to obtain prices for the addition of items not included in the base bid. The alternate bids shall be listed in the Proposal Form.

(B) Deductive Bid Alternates: Deductive alternate bids shall only be used with the prior approval of the Chief Facilities Officer.

(C) ACCS reserves the right to select or reject some, any, or all alternates in making the final determination of the lowest responsible and responsive bidder to whom the Construction Contract is awarded.

16 UNIT PRICES:

(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:

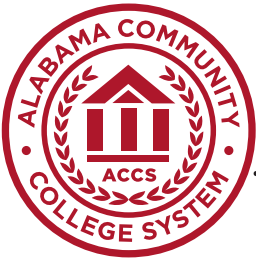
- (1)** Award of contract by Awarding Authority: 30 calendar days after the opening of bids
- (2)** Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority: 15 calendar days after the contract has been presented to the contractor for signature (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



FACILITIES DIVISION

ACCS FORM 5-E

PROPOSAL FORM

To: Alabama Community College System

Date: _____

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

_____ hereby proposes to furnish all labor and materials and perform all work required for the construction of **WORK:**

in accordance with Drawings and Specifications, dated _____, prepared by: _____, 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:

- For Alternate No. 1 (<Keyword for Amount>) add deduct \$
- For Alternate No. 2 (<Keyword for Amount>) add deduct \$
- For Alternate No. 3 (<Keyword for Amount>) add deduct \$
- For Alternate No. 4 (<Keyword for Amount>) add deduct \$
- For Alternate No. 5 (<Keyword for Amount>) add deduct \$
- For Alternate No. 6 (<Keyword for Amount>) add deduct \$

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

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):** _____

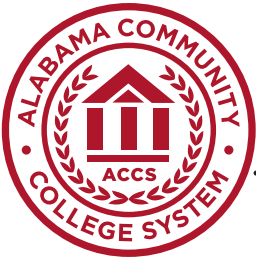
*Name & Title (Print):

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.



FACILITIES DIVISION

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:

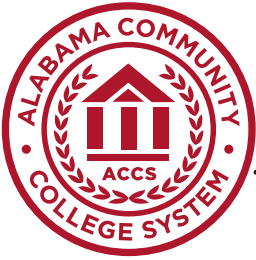
BY: _____
NAME AND TITLE

SURETY: _____

ATTEST:

BY: _____
NAME AND TITLE

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 5-H

(Must be submitted with ACCS Form 5-E)

ACCOUNTING OF SALES TAX ATTACHMENT TO ACCS FORM 5-E: PROPOSAL FORM

TO:		DATE:	
NAME OF PROJECT:			

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 \$
For Alternate No. 1 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 2 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 3 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 4 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 5 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	
For Alternate No. 6 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$	

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)

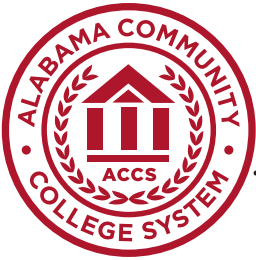
*Title (Print):

*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.

This page intentionally left blank



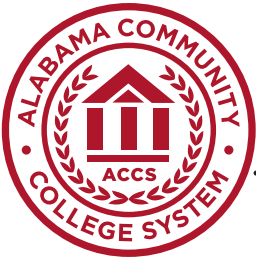
FACILITIES DIVISION

ACCS FORM 6-C

STATEMENT OF FIELD OBSERVATIONS

ACCS PROJECT#:		DATE:	
PROJECT NAME:			
Address:			
OWNER ENTITY:			
Address:		Phone:	
		Email:	
CONTRACTOR COMPANY:			
Address:		Phone:	
		Email:	
ARCHITECTURAL/ENGINEERING FIRM:			
Address:		Phone:	
		Email:	
PROJECT DATA ON THE DATE OF OBSERVATION			
#OF WORKERS:		START DATE:	
WEATHER:			
SITE CONDITIONS:			
CONTRACT COMPLETION DATE:		CONTRACTOR COMPLETION DATE:	
SCHEDULED STATE OF COMPLETION:	%	ESTIMATED ACTUAL COMPLETION:	%
CONTRACTOR'S SUPERINTENDENT:		JOB PHONE:	
COMMENTS/DEFICIENCIES:			
SIGNATURE:		REPORT#:	
CC: Owner, Architect/Engineer, Contractor			

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 6-D

APPLICATION AND CERTIFICATE FOR PAYMENT

Attach Schedule of Values. Attach Current Progress Schedule.

ACCS PROJECT#:		APPLICATION#:		DATE:	
PROJECT:					
TO OWNER:					
Address:		Phone:		Email:	
FROM CONTRACTOR:					
Address:		Phone:		Email:	
ARCHITECT/ENGINEER:					
Address:		Phone:		Email:	
TOTAL ORIGINAL CONTRACT:				\$ 0.00	
FULLY EXECUTED CHANGE ORDER(S) NUMBERS 0 THROUGH				\$ 0.00	
TOTAL CONTRACT TO DATE:				\$ 0.00	
Work Completed to Date per attached Schedule of Values:				\$ 0.00	
Stored Materials:				\$ 0.00	
Total Completed Work and Stored Materials: (0.00 % of Contract To Date)				\$ 0.00	
<small>5% of Total Completed Work and Stored Materials (TCWSM) is retained when TCWSM is less than or equal to 50% of Total Contract to Date. 0% retained when TCWSM is more than 50% of Total Contract to Date. 0 is retained on final pay app.</small>					
				<input type="checkbox"/>	Final Payment Application
Less Retainage: \$ 0.00	Total Due:			\$ 0.00	
Less Total Previous Payments:				\$ 0.00	
Balance Due This Estimate:				\$ 0.00	

1 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) _____
NOTARY PUBLIC'S SIGNATURE

2 ARCHITECT'S/ENGINEER'S CERTIFICATION

In accordance with the Contract Documents, the Architect/Engineer certifies to the Owner and College that to the best of the Architect's/Engineer's knowledge and belief:

- the work has progressed to the point indicated herein **and according to the updated attached progress schedule,**
- the quality of the Work is in accordance with the Contract documents, and
- the Contractor is entitled to payment of the amount approved.

By: _____ Date: _____
ARCHITECT'S/ENGINEER'S SIGNATURE

Name: _____
 Title: _____

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

3 COLLEGE APPROVAL (non-final progress schedule attached)

By: _____
COLLEGE

Name: _____
 Title: _____
 Date: _____

IF APPLICABLE: ANY PAY APPLICATION THAT REDUCES RETAINAGE REQUIRES ACCS APPROVAL PRIOR TO PROCESSING FOR PAYMENT

_____ Name: _____ Date: _____
ACCS FACILITIES REPRESENTATIVE

This page intentionally left blank

SCHEDULE OF VALUES

ACCS Form 6-E

Project:		
Contractor Company:	ACCS Project No.:	
Retainage: <i>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.</i>	Application No.:	
	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:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

This page intentionally left blank

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.

Page ____ of ____

This page intentionally left blank

SAMPLE PROGRESS SCHEDULE & REPORT

ACCS Project No.:

PROJECT:

CONTRACTOR (Contractor may use own form):

DATE OF REPORT:

PROCEED DATE:

ARCHITECT/ENGINEER:

PROJECTED COMPLETION DATE:

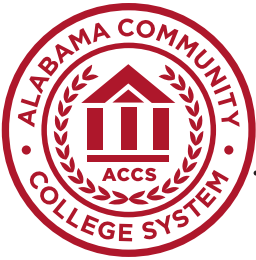
WORK DIVISION	%	AMOUNT														
1. GENERAL REQUIREMENTS																
2. SITEWORK																
3. CONCRETE																
4. MASONRY																
5. METALS																
6. WOOD AND PLASTIC																100%
7. THERMAL AND MOISTURE PROTECTION																90%
8. DOORS AND WINDOWS																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.

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 6-K

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO:
ACCS FACILITIES 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

ACCS PROJECT#:

OWNER ENTITY NAME AND ADDRESS:

ARCHITECTURAL/ENGINEERING FIRM NAME & ADDRESS:

Email to receive executed copy:

Email to receive executed copy:

CONTRACTOR COMPANY NAME AND ADDRESS:

BONDING COMPANY NAME AND ADDRESS:

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. Failure to complete or correct any items of remaining Work ("punch list" items) within 60 days will result in all warranties commencing on the Date of Final Acceptance.

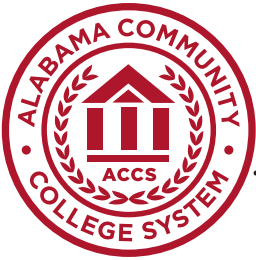
Nothing herein shall limit or waive the Owner's rights under Article 27 of the General Conditions (ACCS Form 2-B), including but not limited to issuance of Notices to Cure or Notice of Termination issued to Contractors and Sureties, to obtain completion, correction, or repair of any remaining unfinished Work ("punch list" items).

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

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

*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.



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:

at:

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:

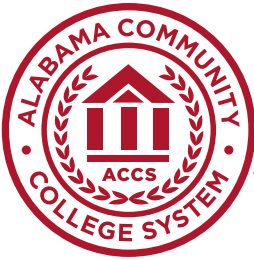
(Architect/Engineer)

BUSINESS ADDRESS:

(Contractor)

NOTE: This notice must be run once a week for three successive weeks for projects exceeding \$100,000. For projects of \$100,000 or less, there is no requirement for Advertisement for Completion. 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.

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 6-N

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

ACCS PROJECT#:			
DATE OF THE CONSTRUCTION CONTRACT:			
PROJECT (SAME AS APPEARS IN THE CONSTRUCTION CONTRACT):			
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

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:

- Contractor's Release of Waiver of Liens
- 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's Affidavit of Release of Liens

CONTRACTOR

NAME :

ADDRESS :

SIGNATURE OF AUTHORIZED REPRESENTATIVE

BY: _____

SIGNEE'S PRINTED NAME

TITLE: _____

SIGNEE'S TITLE

Sworn to and subscribed before me this

_____ day of _____,

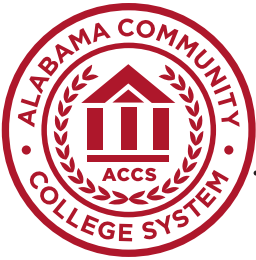
_____.

NOTARY PUBLIC'S SIGNATURE

My commission expires: _____

SEAL

This page intentionally left blank



FACILITIES DIVISION

ACCS FORM 6-P

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

ACCS PROJECT#:			
DATE OF THE CONSTRUCTION CONTRACT:			
PROJECT (SAME AS APPEARS IN THE CONSTRUCTION CONTRACT):			
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

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

NAME :

ADDRESS :

SIGNATURE OF AUTHORIZED REPRESENTATIVE

BY: _____
SIGNEE'S PRINTED NAME

TITLE: _____
SIGNEE'S TITLE

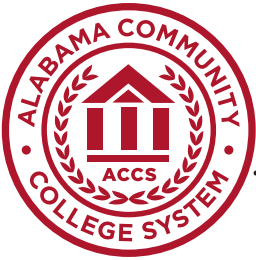
Sworn to and subscribed before me this _____ day of _____, _____.

NOTARY PUBLIC'S SIGNATURE

My commission expires: _____

SEAL

This page intentionally left blank



FACILITIES MANAGEMENT

ACCS FORM 6-Q

CONSENT OF SURETY TO FINAL PAYMENT

ACCS PROJECT#:	
DATE OF THE CONSTRUCTION CONTRACT:	
SURETY'S BOND NUMBER:	
TO: OWNER (THE 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:**

on bond 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: _____
COMPANY NAME

SEAL:

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.

This page intentionally left blank



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.



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON

Assistant Commissioner

JOE W. GARRETT, JR.

Deputy Commissioner

CURTIS E. STEWART

Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities.*]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

This page intentionally left blank



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
7/22

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)	
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)
 Government Entity General Contractor Subcontractor

APPLICANT'S LEGAL NAME	FEIN			
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER			
MAILING ADDRESS: STREET	CITY	STATE	ZIP	COUNTY
CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()			
EMAIL ADDRESS				

PROJECT START DATE	PROJECT END DATE
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach list.	NAME OF PARTY TO THE CONTRACT

JOB DESCRIPTION

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ESTIMATED POLLUTION CONTROL COST \$	
TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT) \$	LABOR COST (APPLICANT'S PORTION OF PROJECT) \$	MATERIAL COST (APPLICANT'S PORTION OF PROJECT) \$

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:
 GCL SBL Contract / NTP / LOI LOS Project Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____
 _____ Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

Individual Partnership Corporation Multi member LLC Single member LLC Government Entity

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

Government Entity General Contractor Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01 Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the project start date or the received date of the application. If, upon receipt of the application, the project has already commenced, the certificate will be issued as of the received date of the application. Any purchases made prior to the issuance of a certificate will not be exempt.

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed

General Contractor:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed
3. List of Subcontractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. List of Subcontractors (if any)

General contractors and subcontractors:

- Any additions and/or deletions to the list of subcontractors working on a project must be submitted to the Department within 30 days of occurrence.
- If an extension is needed for a project, please contact the Department of Revenue at the address, number, or email listed below. Extension requests should be submitted no more than 30 days after expiration date.
- Subcontractors Project Start Date should be the date they will begin working on the project and ordering materials

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

The application and required documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Department of Revenue
Sales & Use Tax Division
Room 4303
PO Box 327710
Montgomery, AL 36132-7710

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return **MUST** be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was \$0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

SECTION 011000 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. ACCS Project Number: 2025 027
- B. ACCS Project Name: Salon & Spa Fit Out, Wallace State Community College
- C. Project Site Physical Address: 101 1st Avenue, Oneonta, AL 35121
- D. Owner's Name: Wallace State Community College
- E. Owners Mailing Address: 801 Main Street Northwest, Hanceville, AL, 35077
- F. Owners Representative: Alabama Community College System Chief Facilities Officer: Mark Salmon or other if given written direction by Owner. Office (334) 293-4610, mark.salmon@accs.edu
 - 1. Administrative Assistant: Shelia Smith, 334-293-4672, shelia.smith@accs.edu
 - 2. System Facilities Manager: Matt Tice, 334-293-4577, matthew.tice@accs.edu
 - 3. ACCS North Regional Facilities/Project Director: Michael Jaco, 256-655- 2586 michael.jaco@accs.edu
- G. Contract Documents dated: February 2025

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.
 - 1. Contract Type: Alabama Community College System - Construction Contract (ACCS Form 2-A)
- B. Contract Time: **165 calendar days** from Notice to Proceed to Substantial Completion.
- C. Liquidated Damages: 6% per annum in accordance with ACCS Standard provisions.

1.03 DESCRIPTION OF WORK:

- A. The scope of work includes, but is not limited to the following:
 - 1. Purchase of salon and spa equipment listed in specification section 12 3500.
 - 2. Installation of salon and spa equipment listed in specification section 12 3500 within the existing facility located at the address listed above.

Wallace State Community College Oneonta, AL

3. Modifications to existing facility required for proper anchorage of new salon and spa equipment to existing building structure (floors, walls, ceilings).
4. Prior to furniture/equipment delivery/installation, the Owner will install necessary building infrastructure components (electrical receptacles, water piping, sanitary sewer piping & drains, etc...) for a complete an usable facility. It is not the intention of this Contract to provide building infrastructure modifications to support the furniture and equipment included within the scope of work for this project. The Contractor shall coordinate with the Owner regarding electrical and plumbing infrastructure required by the furniture and equipment being provided under this Contract including, but not limited to, required water and sewer pipe sizes, minimum water pressure, electrical voltage and amperage, required electrical outlet NEMA configuration, and location of all points of connection.
5. As part of this Contract, the Contractor shall furnish Final Connections of electrical components of the furniture and equipment. For the purposes of this Contract, Final Connections are defined as plugging in electrical cabling to Owner furnished electrical receptacles. Coordinate location of required electrical receptacles, receptalce voltage/amperage requirements, and required NEMA outlet configurations with the Owner on site prior to procurement of equipment.
6. The Owner will provide final connections of furniture and equipment requiring water and sewer connections.

1.04 WORK BY OWNER**A. Owner will supply and install the following:**

1. All required plumbing and electrical infrastructure required for final connection of all furniture and equipment included with the scope of this project. .
2. The Contractor and Owner shall conduct a pre-ordering conference on site following approval submittals but prior to ordering furniture and equipment included within this scope of the work. The pre-ordering conference attendees shall include the Contractor, the Owner's representative(s), and the Owner's crews who will be installing building infrastructure components and making final connections to the furniture and equipment included within the scope of this project. The agenda for the conference will include detailed review of each piece of furniture and equipment to be provided under the Contract and coordination of the location and specific requirements (water connections, sewer connection, electrical connections, etc...) for each individual piece of equipment to be furnished under this Contract.

1.05 PROJECT PHASING:

- A. The work of this project will be completed in one phase.
- B. The General Contractor is solely responsible for project sequencing and scheduling.
- C. Work on site is not permitted to proceed until all required equipment has been procured and is ready for installation.
 - 1. Contractor to coordinate off-site storage of equipment if all components of the project scope cannot be delivered to the project site simultaneously or within the on-site work timeline outlined below.
- D. Notify the Owner a minimum of 2 weeks in advance of when equipment has been procured and installation of equipment is ready to begin. Owner will provide written approval to proceed with on-site work.
- E. On-site work to be completed within 21 calendar days following the start of on-site activities.

1.06 OWNER OCCUPANCY

- A. The Owner intends to occupy the facility for its intended use following substantial completion of the project.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.07 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Existing building spaces may not be used for storage. Do not deliver equipment to the project site until all equipment is ready for delivery and installation.
- C. Utility Outages and Shutdown:
 - 1. Utility outages are not anticipated by the scope of the project and are therefore not permitted. Coordinate, in advance, with Owner's representative if utility outages

are determined to be required.

2. Prevent accidental disruption of utility services to other facilities.
- D. Existing Building: Repair and replace any damaged areas, surfaces, or equipment affected as a result of construction within a reasonable and owner accepted time limit.
1. Prior to commencing on-site work, conduct site inspection with Owner present and identify an document any damage to existing finishes intended to remain.

1.08 WORK RESTRICTIONS

- A. Work hours on Site: Limited to 7:00 am to 5:00 pm Monday through Friday.
- B. Tobacco use will not be permitted on the premises.
- C. No Alcohol or mind affecting drugs or substances will be allowed on site.
- D. Firearm possession will not be permitted on premises unless otherwise permitted by applicable laws. Comply with all owner security guidelines.
- E. Noise, Vibration, and Odors: Obtain owners written permission 24 hours prior to any such occurrences.
- F. Maintain guidelines for the Alabama Community College System.

1.09 COORDINATION:

- A. The General Contractor shall be responsible for project coordination. Submit all RFI, submittals, and closeout documentation to the Owner's representative in sufficient time for review and response without causing delay to the project sequence.
- B. Coordinate with the Owner's representative for access to the site when appropriate to the project schedule/sequence.
- C. Contractor shall schedule and coordinate meetings, if necessary, throughout the project sequence to ensure all required approvals are received and project progress is not hindered by forces outside of the Contractor's control.

1.10 PROJECT SUPERINTENDENT:

- A. The General Contractor shall have qualified supervision present on site at all times when work is ongoing.

1.11 PROJECT SUPERVISION

- A. ACCS Facilities Division

B. Alabama State Fire Marshall

1.12 PERMITS:

A. Provide all required local, state, and Federal Permits for the Construction of this project.

END OF SECTION

This page intentionally left blank

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Alabama Community College System (ACCS) General Conditions to the Contract for Construction and all other ACCS Documents and requirements.
- B. Boycott Certification as required by Alabama Act No. 2016-312.

1.03 SCHEDULE OF VALUES

- A. Form to be used: As required by the Alabama Community College Systems (ACCS Form 6-E)
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to the Own for approval.
- C. Forms filled out by hand will not be accepted.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section.
 - 1. Provide separate line items for purchase price of each item of equipment required by the project scope. Where project scope requires purchase of multiple quantities of one item, duplicate line items for each piece of equipment is not required.
 - 2. Include submittal preparation, if applicable, as a separate line item.
 - 3. Include equipment installation as a separate line item.
 - 4. Include line item for punch list and project closeout activities.
- E. Include in each line item, the amount of Allowances specified in the section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1. Change Orders should be listed as separate line items included at the end of the schedule of values.
 2. When a Change Order includes multiple items of work, each item of work shall be listed as a separate line item with the approximate percentage complete for each scope of work listed.
- G. Submit schedule of values within the timeframe outlined in the General Conditions of the Contract for Construction.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Comply with all requirements of Article 29 of the General Conditions of the Contract for Construction. Additional requirements/explanations are listed below.
- B. Refer to Articles 28 & 29 of the General Conditions of the Contract for Construction.
- C. Form to be used: Application and Certificate for Payment (ACCS Form 6-D).
- D. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to the Owner for approval.
- E. Forms filled out by hand will not be accepted.
- F. For each item, provide a column for listing each of the following:
 1. Contract description when multiple contracts are utilized.
 2. Item Number.
 3. Description of work.
 4. Scheduled Values.
 5. Previous Applications.
 6. Work in Place and Stored Materials under this Application.
 7. Authorized Change Orders.
 8. Total Completed and Stored to Date of Application.
 9. Percentage of Completion.
 10. Balance to Finish.
 11. Retainage.

- G. Execute certification by signature of authorized officer.
- H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
 - 1. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 013000.
 - 2. Construction progress schedule, revised and current as specified in Section 013000.
 - 3. Current construction photographs specified in Section 013000.
 - 4. Affidavits attesting to off-site stored products.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, the Owner will issue instructions directly to Contractor.
- B. Contractor may propose a change by submitting a request for change to the Owner, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 016000.
 - 1. No work shall begin prior to approval of change order scope and adjustments to Contractor's Price or Time without written approval by the Owner.
- C. Comply with all requirements of Article 19 of the General Conditions of the Contractor for Construction.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Comply with all requirements of Article 28 and 29 of the General Conditions of the Contractor for Construction.
- B. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 017000.
2. All stipulated requirements stated in the General Conditions of the Contract for Construction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary:
- B. Section 016000 - Product Requirements: General product requirements.
- C. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. The Owner will schedule a preconstruction meeting following the notice to proceed.
- B. Attendance Required:

1. Owner.
2. Contractor.
3. All major sub contractors and suppliers.
4. Alabama Community College System's Representative and Owner's Representative from Wallace State Community College.

C. Agenda:

1. As outlined in the Alabama Community College System's Facilities Manual of Procedures

D. The Owner will record minutes and distribute copies promptly after meeting to participants, with copies to the Contractor, Owner, participants, and those affected by decisions made

3.02 SITE MOBILIZATION MEETING

A. Schedule meeting at the Project site prior to start of on-site work.

B. The Contractor will schedule meeting at the Project site prior to Contractor occupancy.

C. Attendance Required:

1. Contractor.
2. Owner.
3. Contractor's superintendent.
4. Major subcontractors.

D. Agenda:

1. Use of premises by Owner and Contractor.
2. Owner's requirements.
3. Construction facilities and controls provided by Owner.
4. Temporary utilities provided by Owner.
5. Security and housekeeping procedures.
6. Schedules.

7. Inspection and acceptance of equipment put into service during construction period.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to the Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit proposed project schedule as outlined in the General Conditions of the Contract for Construction.
 1. Comply with phasing/sequencing requirements outlined in specification section 01 1000.
- B. General Requirements:
 1. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion to date of Final Completion.
 2. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - a. Activity Duration: Define activities so no activity is longer than twenty days, unless specifically allowed by the Owner.
 - b. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - c. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 - d. Final Completion: Indicate completion in advance of date established for Final Completion, and allow time for the Owner's administrative procedures necessary for certification of Final Completion.
 3. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - a. Phasing: Arrange list of activities on schedule by phase.

Wallace State Community College Oneonta, AL

- b. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - c. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - d. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - e. Work Restrictions: Show the effect of the following items on the schedule:
 - 1) Coordination with existing construction.
 - 2) Limitations of continued occupancies.
 - 3) Uninterruptible services.
 - 4) Partial occupancy before Final Completion.
 - 5) Use of premises restrictions.
 - 6) Provisions for future construction.
 - 7) Seasonal variations.
 - 8) Environmental control.
 - 4. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, review inspections by review agencies, and Final Completion.
 - 5. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.
- C. Gantt-Chart Schedule:
- 1. Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within thirty days of date established from the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
 - 2. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

Wallace State Community College Oneonta, AL

- a. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in ten percent increments within time bar.
- D. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- E. Distribution: Distribute copies of approved schedule to the Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules 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 performance of construction activities.

3.04 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report and email to all required parties by noon of the following work day, recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.

7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Orders and requests of authorities having jurisdiction.
10. Applicable photographs, noting location and condition.

3.05 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Before starting construction, take one hundred color photographs and digital video recording of Project site and affected City right-of-ways and surrounding properties and interior existing photos of affected areas from different vantage points, as directed by the Owner. Show existing conditions adjacent to property.

3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Owner.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

Wallace State Community College Oneonta, AL

- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 016000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Discrete and consecutive RFI number, and descriptive subject/title.
 3. Issue date, and requested reply date.
 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.

6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- G. Review Time: The Owner will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

4. Notify the Owner within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Design data.
 3. Shop drawings.
 4. Samples for selection.
 5. Samples for verification.
- B. Submit to the Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7700 - Project Closeout and 01 7813 - Project Closeout Check List
- E. The Owner and Contractor may decide to do submittals electronically as an option to using hard copy submittals.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Certificates.
 2. Test reports.
 3. Inspection reports.
 4. Manufacturer's instructions.
 5. Manufacturer's field reports.
 6. Other types indicated.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Final Correction Punch List for Substantial Completion.
- B. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 017800 - Closeout Submittals:
- C. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by the Owner.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 5. Schedule submittals to expedite the Project, and coordinate submission of related items.

6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 7. When revised for resubmission, identify all changes made since previous submission.
 8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
- E. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.

2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Control of installation.
- D. Tolerances.
- E. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittal procedures.
- B. Section 014216 - Definitions.
- C. Section 016000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Owner before proceeding.

Wallace State Community College Oneonta, AL

- F. Should specified reference standards conflict with Contract Documents, request clarification from the Owner before proceeding.
- G. Neither the contractual relationships, duties, or responsibilities of the parties in Contract shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 EXECUTION**2.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from the Owner before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from the Owner before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

This page intentionally left blank

PART 1 GENERAL

1.01 SUMMARY of Reference Standards

- A. Regulatory requirements applicable to this project are the following:
- B. ANSI - A117.1; 2009.
- C. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- D. ICC (IFC) - International Fire Code; 2021.
- E. ICC (IBC) - International Building Code; 2021.
- F. ICC (IPC) - International Plumbing Code; 2021.
- G. ICC (IMC) - International Mechanical Code; 2021.
- H. ICC (IFGC) - International Fuel Gas Code; 2021.
- I. NFPA 70 - (NEC) National Electrical Code; 2023.
- J. NFPA 72 - National Electrical Code and 2021 IFC.
- K. ANSI/ASHRAE/IESNA Standard 90.1 - Energy Standard for Buildings Except Low-Rise Residential.
- L. **Should conflicts occur on which edition of code that may be stated in this project, this specification is applicable.**
- M. **Contractor shall stay current on all updates to all Codes accepted by Project City Ordinance.**

1.02 RELATED REQUIREMENTS

- A. Section 014000 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank

SECTION 014217 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- C. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner", "requested by the Owner", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's responsibility into the Contractor's area of construction supervision.
- D. A.D.A.--American Disabilities Act of 2010 and all revisions to date.
- E. Approve: The term "approved," where used in conjunction with the Owner's action on the Contractor's submittals, applications, and requests, is limited to the duties and responsibilities of the Owner as stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract requirements unless otherwise provided in the Contract Documents.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar

Wallace State Community College Oneonta, AL

operations. Installers are required to be experienced in the operations they are engaged to perform.

- J. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- K. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other construction activities as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- L. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
- C. Abbreviated Language: Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
- D. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

1.04 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force

Wallace State Community College Oneonta, AL

and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

- B. **Conflicting Requirements:** Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner for a decision before proceeding
- C. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

END OF SECTION

This page intentionally left blank

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.
- H. Field offices.

1.02 RELATED REQUIREMENTS

- A. All current and applicable standards associated with the Code of Federal Regulations and the Occupational Safety and Health Standards.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

1.04 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. The Owner will provide **electric service** for reasonable use, as necessary for this project, to the extent it is available at the site, and shall pay the power bills for such use for the duration of the work of this contract. Refer to electrical for additional information and requirements.
 - a. Use of Owner's existing on-site power service shall be limited to 110V/120V hand tools, lighting, or other use acceptable to the Owner.

Wallace State Community College Oneonta, AL

- b. Where need for electricity exists for use of other than 110V/120V hand tools or lighting, the Contractor shall provide temporary non-vibrating or vibration isolated portable generator with muffler in compliance with local noise ordinances, or other acceptable power source.
 - c. The Contractor shall be responsible for all extensions, connections, etc., as necessary for the Work. Contractor shall remove all temporary wiring, extensions, connections, etc., prior to Substantial Completion.
 - d. The Contractor shall protect the Owner's systems from outage or damage, and repair of any damage to at least its previously existing condition - subject to the Owner's approval.
 - e. Otherwise, the Contractor shall obtain the service from the local utility company. Cost of temporary water from the utility company and related billings shall be paid by the Contractor from their Contract amount.
2. The Owner will provide **water service** for reasonable use, as necessary for this project, to the extent it is available at the site, and shall pay for such use for the duration of the work of this contract.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.05 TELECOMMUNICATIONS SERVICES

- A. The Contractor shall furnish and provide the on-site supervisor with a cellular phone capable of making and receiving phone calls, sending and receiving text messages, sending and receiving email correspondence, and opening/viewing project related correspondence in .pdf, .doc, .xls, and other file formats. The supervisor's cellular phone will be utilized as the job-site phone while on site activities are ongoing.

1.06 TEMPORARY SANITARY FACILITIES

- A. Use of existing facilities is permitted.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

- B. Coordinate with Owner's security program.

1.08 VEHICULAR ACCESS AND PARKING

- A. Comply with all regulations and laws relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles. Comply with all Owner requirements, to include owners security department, for use of parking, hauling routes, etc.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Any damage/harm done to the Owners property/personal or facility users property/personal as a result of construction of this project due to the fault of the contractor or his employees/subcontractors shall be the responsibility of the Contractor and the Contractor shall be rectify such problems and take corrective action within a reasonable time acceptable to the owner.
- F. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- G. Tracked vehicles not allowed on paved areas.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site weekly.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated in the General Conditions of the Contract for Construction. Per Article 51 of the General Conditions.
- B. Erect on site at location directed by the Owner. .
- C. No other signs are allowed without Owner permission except those required by law.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.05 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Each prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate Contractors.
- C. If a dispute arises between prime Contractors over concurrently selectable, but incompatible products, the Owner will determine which products shall be retained and which are incompatible and must be replaced.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- E. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.

3. Containing lead, cadmium, or asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 016116.
 2. If wet-applied, have lower VOC content, as defined in Section 016116.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste.
 6. Are made of recycled materials.
 7. Are Cradle-to-Cradle Certified.

2.03 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
- B. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- C. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- D. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
- E. **Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product, unless noted otherwise in specific specification section.**
- F. **Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.**

Wallace State Community College Oneonta, AL

- G. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- H. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- I. Visual Matching: Where Specifications require matching an established Sample, the Owner's decision will be final on whether a proposed product matches satisfactorily.
- J. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
- K. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern and texture from the product line selected.

2.04 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

2.05 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION**3.01 SUBSTITUTION LIMITATIONS**

- A. Refer to Instructions to Bidder.

Wallace State Community College Oneonta, AL

- B. The Owner will consider requests for substitutions only when received prior to the bid opening, unless noted otherwise.
 - 1. Substitutions received after this time period may be considered or rejected at the discretion of the Owner.
- C. Substitutions will be considered when a product, through no fault of the Contractor, becomes unavailable or unsuitable due to regulatory change.
- D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Agrees to reimburse Owner for review or redesign services associated with re-approval by authorities.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure (after contract award):
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Owner will notify Contractor in writing of decision to accept or reject request.
- H. Conditions: The Contractor's substitution request will be received and considered by the Owner only when one or more of the following conditions are satisfied; otherwise requests will be returned without action except to record noncompliance with these

requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

I. The Owner reserves the right to reject any substitutions.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

Wallace State Community College Oneonta, AL

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store products in weather tight, climate controlled, enclosures in an environment favorable to product.
- F. If approved by Owner, provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

Wallace State Community College Oneonta, AL

- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- N. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- O. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- P. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

END OF SECTION

SECTION 016116 - VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. VOC restrictions for product categories listed below under "DEFINITIONS."
- D. All products of each category that are installed in the project must comply; Owner's project goals do not allow for partial compliance.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittal procedures.
- B. Section 014000 - Quality Requirements: Procedures for testing and certifications.
- C. Section 016000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
- C. VOC-Restricted Products: All products of each of the following categories when installed or applied on-site in the building interior:
 - 1. Adhesives, sealants, and sealer coatings.
 - 2. Carpet.
 - 3. Carpet tile.
 - 4. Resilient floor coverings and base.
 - 5. Paints and coatings.

6. Insulation.
 7. Gypsum board.
 8. Acoustical ceilings and panels.
 9. Cabinet and Casework
 10. Composite wood and agrifiber products used either alone or as part of another product.
- D. Interior of Building: Anywhere inside the exterior weather barrier.
- E. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- F. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- G. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:

1.04 REFERENCE STANDARDS

- A. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- B. GreenSeal GS-36 - Standard for Adhesives for Commercial Use; 2013, with Editorial Revision (2024).
- C. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Evidence of Compliance: Submit for each different product in each applicable category.
- C. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

1.07 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
- C. Adhesives and Joint Sealants: Provide only products having volatile organic compound (VOC) content not greater than required by South Coast Air Quality Management District Rule No.1168.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- D. Aerosol Adhesives: Provide only products having volatile organic compound (VOC) content not greater than required by GreenSeal GS-36.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current GreenSeal Certification.
- E. Carpet Tile and Vinyl Tile flooring and Adhesive: Provide products having VOC content as specified in Section 096813.
- F. Composite Wood and Agrifiber Products and Adhesives Used for Laminating Them: Provide products having no added urea-formaldehyde resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Published product data showing compliance with requirements.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 013000 - Administrative Requirements: Submittals procedures.
- C. Section 014000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 4500 - Cutting and Patching
- E. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

1.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
 - 1. Refer to pre-ordering conference outlined in section 01 1000.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work.
 - 1. Refer to pre-ordering conference outlined in section 01 1000.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. Coordinate with other Owner Contractor's working on site.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
 - 1. Refer to pre-ordering conference outlined in section 01 1000.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify the Owner four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
- B. Maintain weatherproof exterior building enclosure. Take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.

2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Protect existing work to remain.
1. If required, perform cutting to accomplish removals neatly and as specified for cutting new work.
 2. Repair adjacent construction and finishes damaged during work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to the Owner.
- F. Clean existing systems and equipment.
- G. Remove debris from alterations areas and dispose of off-site; do not burn or bury.
- H. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Repair damage to existing finishes to remain if damaged during the work.
 4. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

Wallace State Community College Oneonta, AL

- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- I. Clean Owner-occupied areas of work that are in need of cleaning as a result of construction.

J. Clean all areas and levels of the building.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities to include but not limited to the Alabama Community College System and applicable local authorities..
- B. Accompany the Owner's Representative on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify the Owner when work is considered ready for Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Substantial Completion inspection.
- E. Owner will occupy all areas of the building as specified in Section 011000.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing comprehensive list of items identified to be completed or corrected and submit to the Owner.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify the Owner when work is considered finally complete and ready for ACCS/AHJ project inspector Substantial Completion inspection.
- I. Complete items of work determined by the Owner listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

Wallace State Community College Oneonta, AL

- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

This page intentionally left blank

1. GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section. Where conflicts occur between this section and other provisions or requirements of the Work, the more stringent requirement shall govern.

1.02 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Provide Owner with a one year warranty on all materials and workmanship unless specified elsewhere.
 - 2. General closeout requirements are included in Section "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual specification sections.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.04 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.05 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.

Wallace State Community College Oneonta, AL

- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
1. Refer to individual specification sections for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile number of copies as required by Alabama Community College Systems Facilities Manual of Procedures Section 11 of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

2. PRODUCTS (NOT APPLICABLE).**EXECUTION (NOT APPLICABLE).****END OF SECTION**

This page intentionally left blank

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to the Owner after substantial completion but prior to final application for payment..
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. The Owner will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
 1. The Owner will review record documents with Contractor's project manager after each progress meeting, or at intervals appropriate to the project, to ensure record documents are being kept accurate and up to date with the progress of the project.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
- G. Record Drawings: Contractor to provide one paper copy and one digital copy PDF format on compact disc. All noted changes to be clouded.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

Wallace State Community College Oneonta, AL

- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- J. Include test and balancing reports.
- K. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 4 inch (____ mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of the Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:

Wallace State Community College Oneonta, AL

1. Part 1: Directory, listing names, addresses, and telephone numbers of the Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
- N. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of the Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.

Wallace State Community College Oneonta, AL

- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- I. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- J. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- K. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

END OF SECTION

This page intentionally left blank

SECTION 123500 - SALON AND SPA FURNITURE/EQUIPMENT

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.02 SUMMARY

- A. Section Includes, but is not limited to, the following:
 - 1. Salon styling station
 - 2. Shampoo stations
 - 3. Shampoo shuttles.
 - 4. Salon styling chairs
 - 5. Hair dryer
 - 6. Color dispensary
 - 7. Folding service trays
 - 8. Nail tables
 - 9. Technician stools
 - 10. Storage dispensary station
 - 11. Pedicure spas with massaging chair
 - 12. Pedicure technician stool
 - 13. Pedicure Trolley
 - 14. Loungers
 - 15. Rolling Massage Stool
 - 16. Rolling Organizer Cart
 - 17. Towel Warmer

- C. Handle items per manufacturer's guidelines to prevent damage.

1.06 WARRANTY

- A. Refer to part 2 for specific warranty requirements for each piece of furniture/equipment required by the project scope.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design:

1. Collins
2000 Bowser Road
Cookeville, TN 38506
855-479-9600
2. Living Earth Crafts
3. MayaKoba
4. Silverfox Corporation
5. KEEN
6. J&A USA
7. Dermalogic

- B. Substitutions:

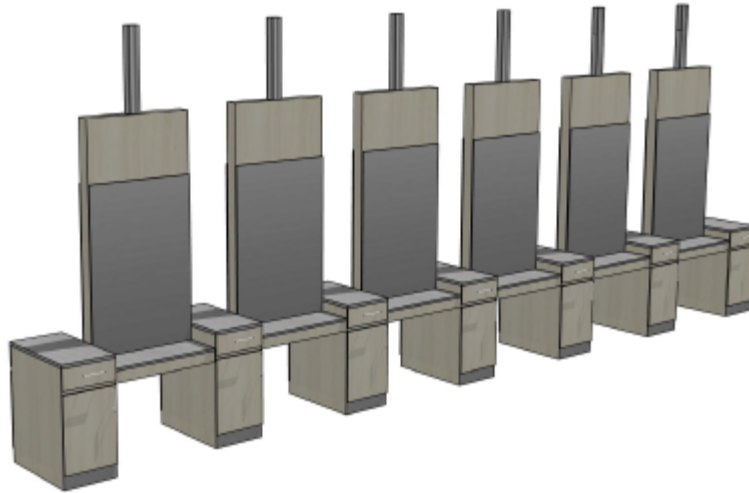
1. All products listed in part 2 are basis of design products from the above list of approved manufacturer(s).
2. Substitution of equal/equivalent products/manufacturers will be considered by the Owner.
3. Submit substitutions of equal equipment/manufacturers for review prior to bid.
4. Consideration of substitutions received after the bid is not guaranteed and will be at the sole discretion of the Owner.

- C. Single Source Requirements:

1. Contractor shall endeavor to furnish all furniture and equipment included within this specification for a single source vendor to ensure compatibility of equipment, consistent color/finish options, and continuity of furniture/equipment design aesthetics.
2. If equipment from a single manufacturer cannot be provided, submit proposed furniture/equipment for review prior to the bid. Include color samples from various manufacturers to demonstrate ability to color match finishes across manufacturers being considered.

2.02 SALON STYLING STATION

- A. Custom, back-to-back style, plastic laminate faced, styling island complete with:
 1. Two drawers
 2. Two side hinged storage cabinets
 3. Electrical outlets
 4. Counter mounted tool holders
 5. Mirror
- B. Size & Quantity:
 1. Provide 6 back to back style stations.
 2. Units to be 32" deep and 96" high
 3. Overall unit to be approximately 305" long.
 4. Coordinate units to support 6 stations with styling chairs arranged at +/- 48" on center.
- C. Basis of Design:
 1. Equal to Milan Island by Collins



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Accessories:

1. Include flat stainless-steel overlay on the cabinets and mirror shelves.
2. 20-amp industrial power strips with 15'-0" cord. Provide a total of twelve power strips.
3. Power poles
 - a. 2" x 2" minimum size. Provide increased size as required to conceal all required connections.
 - b. Field verify and coordinate length of power poles with conditions on site.
 - c. Provide power poles in finish to match styling stations.
 - d. Provide a minimum of 6 power poles. Provide additional poles if required to coordinate power for each station with existing conditions.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.03 SHAMPOO STATION:

- A. Plastic laminate faced shampoo station complete with:
 - 1. Three upper cabinets with adjustable shelving
 - 2. Full width/height backsplash.
 - 3. Molded bottle well
 - 4. Flipper door in lower cabinet for soiled towel bin access.
 - 5. Solid surface material countertops
 - 6. Matching panels

- B. Size & Quantity:
 - 1. Provide 4 shampoo station units.
 - 2. Units to be 48” wide, 12” deep, and 81” high

- C. Basis of Design:
 - 1. Shampoo stations to be equal to Premium Essentials Bulkhead with Upper Storage by Collins.



Note: Image indicates optional sink that is not required. Refer to sidewash shampoo shuttle for sink required by project scope.

- D. Finish:
 - 1. As selected by the Owner from the manufacturer’s full line of standard colors.

- E. Accessories:

1. Matching panels:
 - a. Provide five matching panels of 12” deep and 81” high for shampoo units to support upper cabinets.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.04 SIDEWASH SHAMPOO SHUTTLE

A. Plastic laminate faced shampoo shuttle complete with:

1. Tilting porcelain bowl with 6” travel range.
2. Seat:
 - a. Pivoting lumbar supported back,
 - b. Adjustable locking seat with 6” travel.
 - c. Molded urethane arms.
3. Plastic laminate faced cabinet with hinged door for plumbing access.
4. Wooden chassis.

B. Size & Quantity:

1. Provide 4 add-on sidewash shampoo shuttle units:
2. Overall Unit Size:
 - a. 27.5” wide, 50” deep, and 40”high.
3. Seat Dimensions:
 - a. Width between arms – 21”
 - b. Height to Seat – 18”
 - c. Depth of Seat – 19”

C. Basis of Design:

1. Sidewash shampoo shuttles to be equal to Brixen Add-On Sidewash Shampoo Shuttle on Wooden Chassis by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 5-year warranty on chair back reclining mechanisms.
2. Minimum 3-year warranty on ball bearing drawer slides, cabinet hinges, and molded urethane arms.
3. Minimum 2-year warranty on shampoo bowl and vacuum breaker.
4. Minimum 1 year warranty on all other components.

2.05 SALON STYLING CHAIRS

A. Hydraulic styling chair complete with:

1. Vinyl covered, padded seat with floating back.
2. Round chrome base with footrest.

B. Size & Quantity:

1. Provide 12 styling chairs
2. Overall Size – 27.5” wide, 33” deep, 34” high
3. Seat Dimensions:
 - a. Width between arms – 21”
 - b. Height to Seat – 20”

c. Depth of Seat – 19”

C. Basis of Design:

1. Styling chairs to be equal to Brixen Styling Chair by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer’s full line of standard colors.

E. Accessories:

1. Simulator Add-On:
 - a. Provide #S02 (or equivalent) simulator attachment for each chair to allow students to work on mannequin heads in the exact same position as a real customer.



F. Warranty:

1. Minimum 5-year warranty on chair back reclining mechanisms and foot operated hydraulic pumps.
2. Minimum 1 year warranty on all other components.

2.06 HAIR DYER

- A. 110 volt, 1000 watt, forced air, down draft hair dryer complete with:
1. Solid cone shaped hood.
 2. Variable time and temperature settings.
 3. Three fan speeds
 4. Ion generator
 5. Digital controls
 6. Cool-down cycle.
- B. Size & Quantity:
1. Provide 3 hair dryers
 2. 17.5" diameter at largest point.
 3. 12.5" inside diameter
- C. Basis of Design:
1. Dryer to equal to VEECO Aristette II by Collins.



- D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 5-year warranty on dryer motors and hoods.
2. Minimum 2 year warranty on all other components.

2.07 COLOR DISPENSARY WITH SINK

A. Plastic laminate faced color dispensary station complete with:

1. Closed storage upper cabinets with adjustable shelves
2. Closed storage lower cabinets with adjustable shelves.
3. Two full height closed storage cabinets.
4. Solid surface countertop with top mount stainless steel sink with pull out faucet.
5. 30 open front storage cubbies.
6. Finished toe kick.

B. Size & Quantity:

1. Provide 1 dispensary unit with sink.
2. Overall size: 96.25" wide, 21" deep, 81" high.

C. Basis of Design:

1. 96" Configuration A, Color Dispensary with sink and flanking tall storage cabinets by Collins.



D. Accessories:

1. Matching panels:

- a. Provide two matching panels of 21” deep and 81” high for dispensary units to support upper cabinets.

E. Finish:

1. As selected by the Owner from the manufacturer’s full line of standard colors.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.08 SERVICE TRAYS

A. Folding service trays complete with:

1. Stand.
2. Stow-able appliance holder.
3. 4 easy-rollabout casters.

B. Size & Quantity:

1. Provide 3 folding service trays.
2. Overall size: 14.5” wide, 16” long, 35.25” high
3. Tray Surface: 13” x 14”
4. Height when folded: 47”

C. Basis of Design:

1. Caleb Fold-A-Way Service Tray by Berkeley



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 5-year warranty.

2.09 MANICURE/NAIL TABLE:

A. Plastic laminate faced manicure/nail table complete with:

1. Fully extending drawer.
2. Lamp and padded rest.
3. Four heavy duty casters for easy mobility.
4. Solid surface countertop.

B. Size & Quantity:

1. Provide six manicure/nail tables.
2. Overall size: 31" wide, 15.5" deep, 31" high.

C. Basis of Design:

1. Essentials Petite Nail Table by Collins.



- a. Note: Lamp pictured in this image is not required by the project scope. Refer to accessories section for required lamp.

D. Accessories:

1. LED Table Lamp:

- a. At each manicure/nail table provide table/clamp mounted, adjustable arm, task lighting fixture. Fixture to be LED lamp with 3.5W output, 300-350 lumen brightness, color rendering index (CRI) value of 90, 7000 K color temperature.
- b. Provide chrome finish flexible arm and modern white enamel shade/housing.
- c. Lamp to be equal to SlimFlex LED Table Lamp by KEEN.



E. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.10 TECHNICIAN STOOL:

- A. Upholstered stool with back complete with:
1. 5-star base with casters.
 2. Plush upholstery.
 3. Adjustable height from 19” to 25”
- B. Size & Quantity:
1. Provide twelve technician stools
- C. Basis of Design:
1. Toto technician Stool by Mayakoba.



- D. Finish:
1. As selected by the Owner from the manufacturer’s full line of standard colors.
- E. Warranty:
1. Minimum 1 year warranty on all components.

2.11 STORAGE DISPENSARY STATION

- A. Plastic laminate faced storage dispensary complete with:
1. Closed storage upper cabinets with adjustable shelves
 2. Closed storage lower cabinets with adjustable shelves.

3. Solid surface countertop
4. Finished toe kick and backsplash.

B. Size & Quantity:

1. Provide one dispensary unit.
2. Overall size: 48.25" wide, 21" deep, 81" high.

C. Basis of Design:

1. 48" Configuration C, Storage Cabinet/Dispensary by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Accessories:

1. Matching panels:
 - a. Provide two matching panels of 12" deep and 81" high for dispensary units to support upper cabinets.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.12 STORAGE DISPENSARY STATION WITH SINK

- A. Plastic laminate faced storage dispensary complete with:**

1. Closed storage upper cabinets with adjustable shelves
2. Closed storage lower cabinets with adjustable shelves.
3. Solid surface countertop
4. Round, flat bottom stainless steel sink with pull out faucet.
5. Finished toe kick and backsplash.

B. Size & Quantity:

1. Provide one dispensary unit.
2. Overall size: 48.25" wide, 21" deep, 81" high.

C. Basis of Design:

1. 48" Configuration C, Storage Cabinet/Dispensary with sink by Collins.



Note: Image does not reflect required sink.

D. Accessories:

1. Matching panels:
 - a. Provide two matching panels of 12" deep and 81" high for dispensary units to support upper cabinets.
 - b. Sink:
 - 1) Flat bottom, 18" diameter, stainless steel sink with pull out faucet.



E. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

F. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.13 PEDICURE SPAS WITH MASSAGING CHAIR.

A. Pedicure spa and chair complete with the following:

1. Massaging leather chair
2. 5-gallon high performance, crack-resistant foot tub with LED light in bowl and acrylic base..
3. Connections for hot water, cold waer, and sanitary sewer drain.
4. Built-In remote control
5. USB charging ports
6. Foldable arm trays with cup holders

B. Size & Quantity:

1. Provide three pedicure spas.
2. Overall size: 45.25" wide, 55" deep, 56" high.
3. 5-gallon tub capacity.
4. 120VAC, 0.4 amp, 60 Hz connection.

C. Basis of Design:

1. Pacific GT Pedicure Spa by J&A USA.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 2 year warranty on all components.

2.14 PEDICURE TECHNICIAN STOOL:

A. Adjustable height technician stool with back complete with:

1. 5-star base with casters.
2. High density foam seat and back cushion.
3. Adjustable height lever and silent easy roll casters.

B. Size & Quantity:

1. Provide three pedicure technician stools
2. Overall dimensions: 19" wide, 23" deep.
3. Height Adjustment 13" to 16"

C. Basis of Design:

1. Euro Technician Stool by J&A USA.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 1 year warranty on all components.

2.15 PEDICURE TROLLEY

A. Plastic laminate faced pedicure trolley complete with:

1. Frosted glass shelf.
2. Heavy duty swivel casters
3. Two drawers.
4. Stainless steel bottle holders.

B. Size & Quantity:

1. Provide two pedicure trolleys
2. Overall dimensions: 14.875" wide, 14.5" deep, 25.125" tall.

C. Basis of Design:

1. Glasglow Pedicure Trolley by Mayakoba.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 1 year warranty on all components.

2.16 LOUNGER

A. Zero Gravity Wave Style Lounger complete with:

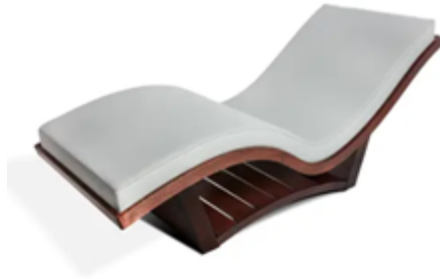
1. Upholstered 4" removable memory foam cushioning mattress
2. Hardwood base
3. Neck roll pillow.

B. Size & Quantity:

1. Provide three loungers.
2. Overall dimensions: 31" wide, 73" long
3. 15" seat height at lowest point.

C. Basis of Design:

1. NuWave S Lounger by Living Earth Crafts



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Limited lifetime warranty.
2. 3 year limited warranty on fabric and upholstery.

F. Required Certifications:

1. CE Mark
2. ADA Compliant.

2.17 ROLLING MASSAGE STOOL:

A. Upholstered stool with back complete with:

1. 5-star base with lockable casters.
2. 3" padded, CFC free foam, vinyl upholstered seat.
3. Adjustable height from 19" to 25"
4. 360-degree swivel seat.

B. Quantity:

1. Provide three rolling message stools.

C. Basis of Design:

1. Pneumatic Rolling Massage Stool with Backrest by Living Earth Crafts.



Note: Stool is pictured without the optional backrest. Stool required by project scope includes optional backrest.

D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 1 year warranty on all components.

2.18 ROLLING ORGANIZER CART:

A. Plastic laminate faced salon-spa organizer cart complete with:

1. Open shelving with one fixed shelf.
2. One drawer.
3. Soft radius pulls.
4. Solid surface countertop.

B. Size & Quantity:

1. Provide three organizer carts.
2. Overall dimensions: 20" wide, 15" deep, 34" high.

C. Basis of Design:

1. Organizer Salon-Spa Cart by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.19 TOWEL WARMER:

A. Faux brushed stainless steel towel warmer complete with:

1. 24 towel capacity.
2. 180W input power.
3. 4W UV lamp.
4. Adjustable cavity temperature between 149 degrees and 185 degrees.
5. Pull down door.

B. Size & Quantity:

1. Provide three two warmers.
2. Unit Size: 17.72" long, 11.22" wide, 13" high.

C. Basis of Design:

1. 20L Faux Brushed Stainless Steel Towel Warmer by Dermalogic.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 1 year warranty on all components.

2.20 10 IN 1 FACIAL MACHINE:

A. 10 in 1 ultimate professional facial machine complete with:

1. Digital ozone steamer (F300DT)
2. LED magnifying lamp (1005)
3. UV towel warmer (T01)
4. Diamond microdermabrasion (F319A)
5. High frequency (F314A)
6. Vacuum & spray machine (F314A)
7. Galvanic treatment machine (F313A)
8. Rotary Brush (F315A)
9. Cool and hot hammer (F318A)
10. Rolling Base Trolley (F3020d)

B. Size & Quantity:

1. Provide one facial machine.

C. Basis of Design:

1. F-3021 Ultimate Professional Facial Machine by Silverfox.



D. Warranty:

1. Minimum 1 year warranty on all components.

2.21 PORTABLE MANNEQUIN WORKSTATION

A. Plastic laminate faced portable mannequin workstation complete with:

1. Heavy duty locking casters.
2. Rigid steel frame with leg supports.
3. Built-in tool holders including:
 - a. 2 curling iron holders
 - b. 2 flat iron holders
 - c. 2 blow dryer holders
4. Closed storage with adjustable shelving
5. Overhanging solid surface work surface for mannequin attachment.

B. Size & Quantity:

1. Provide six portable mannequin workstations.

C. Basis of Design:

1. Portable Mannequin Workstation for Two Students by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.22 MANICURE CHAIRS

A. Upholstered stool with back complete with:

1. 5-star cast aluminum base with lockable casters.
2. Gas lift for height adjustment.
3. Armless chair top.

B. Size & Quantity:

1. Provide twelve manicure chairs.
2. Seat width: 18"
3. Overall depth: 19"
4. Height to top of the back: 30" – 35"

C. Basis of Design:

1. BIVA-EDU Mani Chair by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 1 year warranty on all components.

2.23 INSTRUCTOR PODIUM

A. Plastic laminate multi-use cart complete with:

1. Closed and lockable storage for tools.
2. Easy to move and locking casters for mobility.
3. Articulating podium-style top with mannequin clamp.
4. Breadboard
5. Full extension drawer
6. Six outlet power strip.
7. 6 removable stainless steel tool panels.
8. Styling, barber, color, marcel styling, flat, and stainless steel bin.

B. Size & Quantity:

1. Provide one instructor podium
2. Overall size: 20" wide, 21" deep, 40" high.

C. Basis of Design:

1. Versa Cart by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.24 CURRICULUM CABINET

A. Plastic laminate faced storage cabinet complete with:

1. Two locking cabinets.
2. Two locking large reinforced drawers.

B. Size & Quantity:

1. Provide one curriculum cabinet.
2. Overall size: 36" wide, 19" deep, 72" high.

C. Basis of Design:

1. Curriculum Cabinet by Collins.



D. Finish:

1. As selected by the Owner from the manufacturer's full line of standard colors.

E. Warranty:

1. Minimum 3-year warranty on ball bearing drawer slides and cabinet hinges.
2. Minimum 1 year warranty on all other components.

2.25 ACCESSORIES:

- A. Provide all hardware, mounting brackets, fasteners, and other accessories required for complete and proper installation.
- B. Provide power cords and power poles as necessary to facilitate installation of equipment in desired location and extend building infrastructure to furniture location in accordance with all applicable codes and standards.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that flooring and wall conditions are suitable for installation.
- B. Ensure adequate blocking/reinforcing is present to secure affix furniture/equipment to wall structure, where applicable.
 1. Provide additional blocking/reinforcing as required to adequately anchor new furniture/equipment.

- C. Coordinate plumbing and electrical rough-ins with the Owner prior to purchasing furniture/equipment.
 - 1. Refer to pre-ordering conference in specification section 01 1000.

3.02 INSTALLATION

- A. Install per manufacturer's instructions and local building codes.
- B. Secure freestanding units to prevent tipping where necessary.
- C. Make Final Connections of electrical components of the furniture and equipment.
 - 1. For the purposes of this Contract, Final Connections are defined as plugging in electrical cabling to Owner
- D. The Owner will provide final connections of furniture and equipment requiring water and sewer connections.

3.03 ADJUSTING AND CLEANING

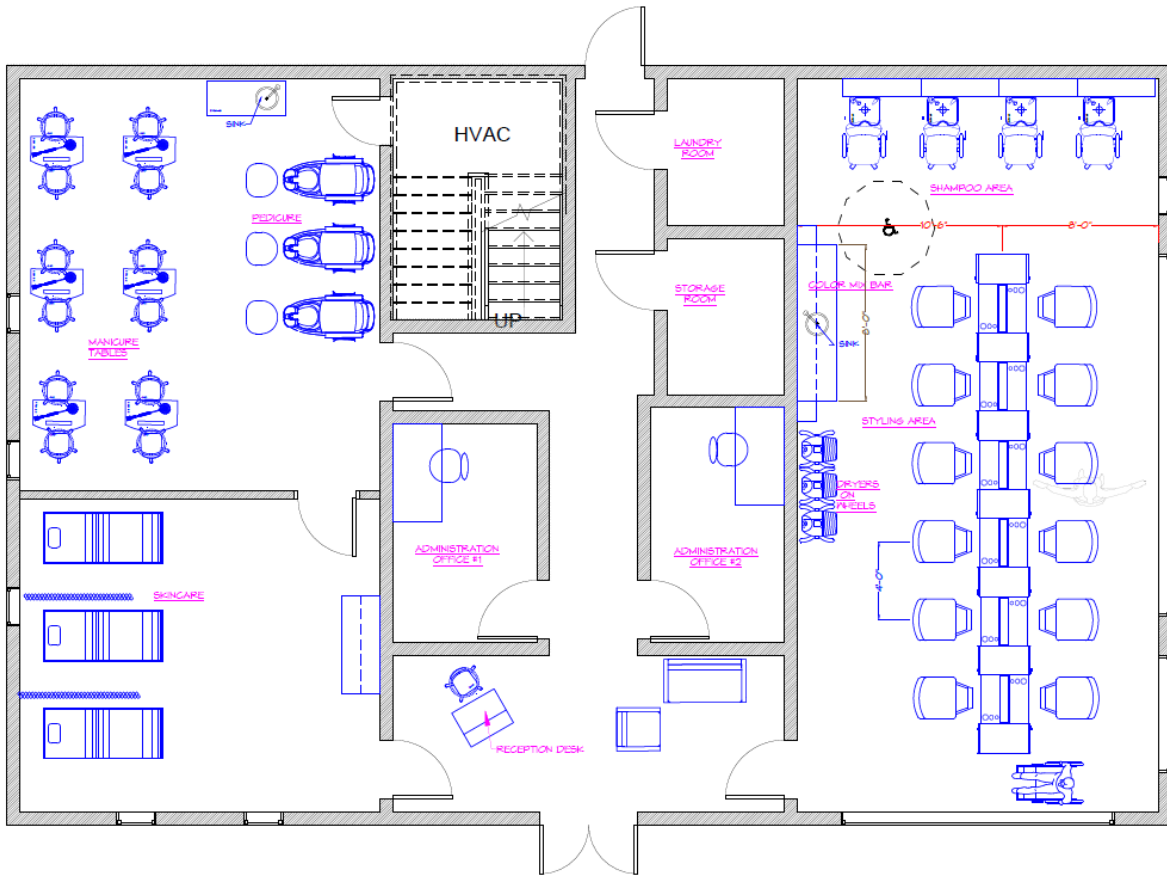
- A. Adjust chairs, tables, and workstations for proper function.
- B. Clean all surfaces and remove debris upon completion.
- C. Protect installed items from damage until project handover.

3.04 FINAL INSPECTION

- A. Conduct walk-through with the owner to verify installation quality.
- B. Provide training on equipment operation as needed.
- C. Demonstrate proper operation to Owner's representative on site.

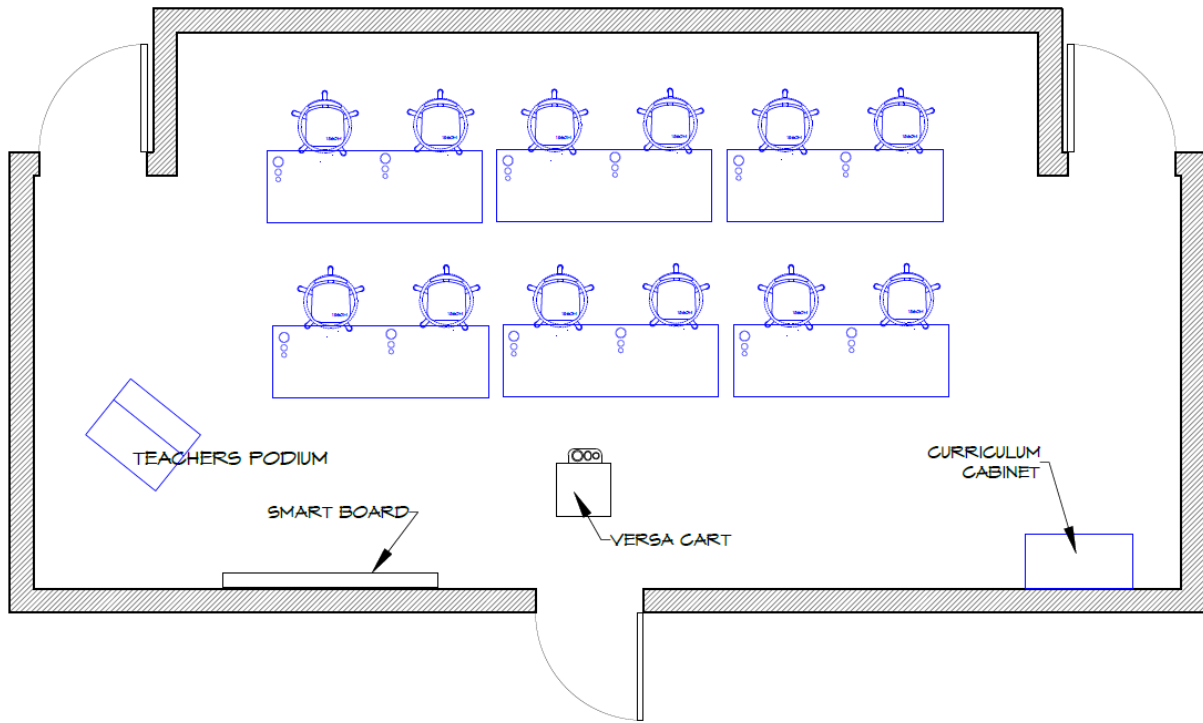
END OF SECTION

This page intentionally left blank



Notional Salon Layout

This page intentionally left blank



Notional Classroom Layout

This page intentionally left blank