APA-1

TRANSMITTAL SHEET FOR NOTICE OF INTENDED ACTION

Control:	355
Department or Agency:	Alabama Department of Finance Construction Management Division
Rule No.:	Chapter 355-19-1
Rule Title:	Building Commission Forms
Intended Action	Amend

Would the absence of the proposed rule significantly harm or endanger the public health, welfare, or safety?	No
Is there a reasonable relationship between the state's police power and the protection of the public health, safety, or welfare?	Yes
Is there another, less restrictive method of regulation available that could adequately protect the public?	No
Does the proposed rule have the effect of directly or indirectly increasing the costs of any goods or services involved?	No

To what degree?: N/A

Is the increase in cost more harmful to the public than the harm that might result from the absence of the proposed rule?	NA
Are all facets of the rule-making process designed solely for the purpose of, and so they have, as their primary effect, the protection of the public?	Yes
Does the proposed action relate to or affect in any manner any litigation which the agency is a party to concerning the subject matter of the proposed rule?	No

---

Does the proposed rule have an economic impact?	No

If the proposed rule has an economic impact, the proposed rule is required to be accompanied by a fiscal note prepared in accordance with subsection (f) of Section 41-22-23, Code of Alabama 1975.

Certification of Authorized Official

I certify that the attached proposed rule has been proposed in full compliance with the requirements of Chapter 22, Title 41, Code of Alabama 1975, and that it conforms to all applicable filing requirements of the Administrative Procedure Division of the Legislative Services Agency.

Signature of certifying officer: *Jeffrey Garber*
Jeffrey B Garber

Date: Thursday, October 30, 2025

REC'D & FILED
OCT 31, 2025
LEGISLATIVE SVC AGENCY

APA-2

ALABAMA DEPARTMENT OF FINANCE
CONSTRUCTION MANAGEMENT DIVISION

NOTICE OF INTENDED ACTION

AGENCY NAME: State of Alabama Department of Finance

RULE NO. & TITLE: Chapter 355-19-1 Building Commission Forms

INTENDED ACTION: Amend

SUBSTANCE OF PROPOSED ACTION:
The Alabama Division of Construction Management hosts all user forms on the DCM website. This amendment removes the forms from the admin code and references the DCM website for all procedures, contracts, and forms.

TIME, PLACE AND MANNER OF PRESENTING VIEWS:
The public announcement period will begin November 26, 2025 and end December 31, 2025. All comments to be submitted in writing by email to kristen.harris@rpm.alabama.gov or by mail to:
Division of Construction Management
Attn: Kristen Harris
PO Box 301150
Montgomery, AL 36130-1150

FINAL DATE FOR COMMENT AND COMPLETION OF NOTICE:
Wednesday, December 31, 2025

CONTACT PERSON AT AGENCY:
Lee Desmond
lee.desmond@rpm.alabama.gov
or
Kristen Harris
kristen.harris@rpm.alabama.gov

Jeffrey Garber
Jeffrey B Garber

(Signature of officer authorized
to promulgate and adopt
rules or his or her deputy)

ALABAMA DEPARTMENT OF FINANCE
CONSTRUCTION MANAGEMENT DIVISION
ADMINISTRATIVE CODE

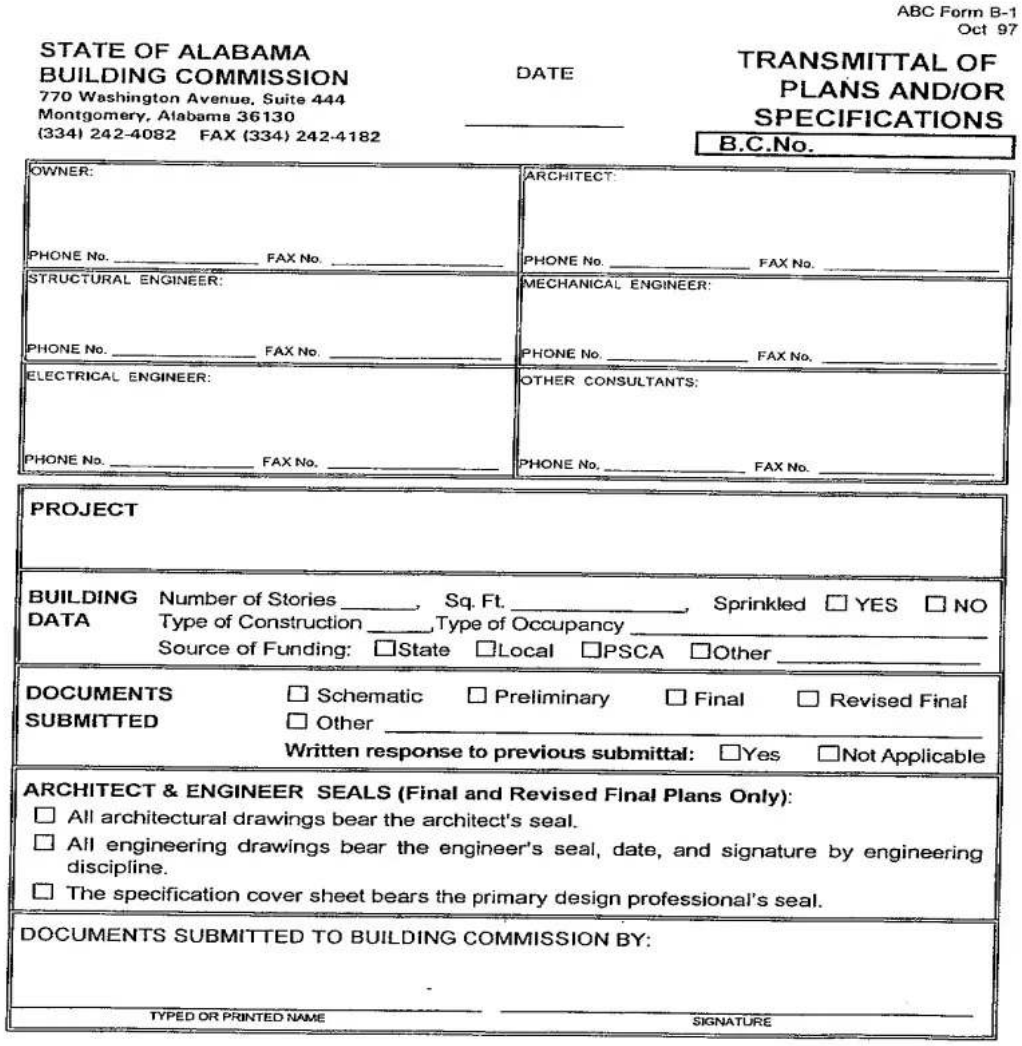
CHAPTER 355-19-1
~~BUILDING COMMISSION~~DIVISION OF CONSTRUCTION MANAGEMENT FORMS

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355-19-1-A ~~Building Commission~~Division of Construction Management Forms.

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ABC Form B-1
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

DATE _____

TRANSMITTAL OF PLANS AND/OR SPECIFICATIONS

B.C.No.

OWNER: PHONE No. _____ FAX No. _____	ARCHITECT: PHONE No. _____ FAX No. _____
STRUCTURAL ENGINEER: PHONE No. _____ FAX No. _____	MECHANICAL ENGINEER: PHONE No. _____ FAX No. _____
ELECTRICAL ENGINEER: PHONE No. _____ FAX No. _____	OTHER CONSULTANTS: PHONE No. _____ FAX No. _____

PROJECT

BUILDING DATA
Number of Stories _____, Sq. Ft. _____, Sprinkled ☐ YES ☐ NO
Type of Construction _____, Type of Occupancy _____
Source of Funding: ☐State ☐Local ☐PSCA ☐Other _____

DOCUMENTS SUBMITTED
☐ Schematic ☐ Preliminary ☐ Final ☐ Revised Final
☐ Other _____
Written response to previous submittal: ☐Yes ☐Not Applicable

ARCHITECT & ENGINEER SEALS (Final and Revised Final Plans Only):
☐ All architectural drawings bear the architect's seal.
☐ All engineering drawings bear the engineer's seal, date, and signature by engineering discipline.
☐ The specification cover sheet bears the primary design professional's seal.

DOCUMENTS SUBMITTED TO BUILDING COMMISSION BY:

TYPED OR PRINTED NAME _____ SIGNATURE _____

Page 1 of 1

[Removed image:]

B.C. Project No. _____

ABC Form B-2
Oct 97

STATE OF ALABAMA
AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT made the _____ day of _____, _____, by and between the State of Alabama _____

_____, hereinafter called the Owner, and _____

_____, hereinafter called the Architect..

WITNESSETH, that whereas, the OWNER intends to erect _____

_____

_____,

hereinafter called the Work, for which _____

_____ Dollars ($ _____)
has been budgeted as the (fixed) (tentative) Cost of the Work covered by this Agreement. (See Article 6).

NOW, THEREFORE, the Owner and the Architect, for the consideration hereinafter named, agree as follows:

ARTICLE 1. Basic Services. The Architect agrees to perform, for the abovementioned Work, the basic professional services A, and B, and C, and D, and E, as hereinafter defined: (Delete any not included).

A. Consultation, preliminary research, analysis, and preparation and furnishing of schematic drawings.

B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.

C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work, but not to exceed 25 sets without reimbursement for cost of the reproduction; also, the procuring and analysis of bids when requested by the Owner. If additional sets of the contract documents are required, the Owner will pay the cost thereof, except those where cost of reproduction was paid by the recipient, upon submittal by the Architect of a certified tabulation showing the number of sets reproduced and the disposition of same.

D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.

E. General administration of the construction contract, issuing of certificates of payment, and preparation of construction records. See Article 8 for definition.

When construction work is accomplished on any other than a lump sum contract basis and Service E is included in this Agreement, the payment therefor shall be subject to a fee adjustment as agreed to and stipulated under Article 15, or by subsequent written amendment to this Agreement.

The Architect shall furnish the Owner an estimate of the Cost of the Work based upon the approved preliminary drawings and outline specifications. The required approval of this estimate and preliminary drawings and outline specifications by the Owner and all public agencies involved will constitute authority for the Architect to proceed with the completion of final plans and specifications.

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If, after the approval of the preliminary drawings and prior to the completion of the final plans and specifications, unforseen conditions should arise that would affect the Cost of the Work, or should the Owner require changes from the approved preliminary drawings and specifications, the Architect shall submit in writing to the Owner a revised estimate which, upon approval, shall supersede the approved preliminary estimate and shall become the agreed budget amount upon approval of an Amendment to the Agreement wherein the revised budget is set forth.

In the event the total of lowest bid or bids received by the Owner for the Work exceeds the amount legally authorized or allotted, or any other additional funds made available for the project, the Architect agrees that he will make such revisions and changes to the plans and specifications as may be necessary to reduce the Cost of the Work to an amount not in excess of funds available for the Cost of the Work, and will perform the incidental work and furnish the number of necessary documents as required by the basic Agreement. The Architect will be reimbursed in accordance with provisions of Article 3 for revising plans where bid over-run is up to 10% of funds available. If bid over-run exceeds 10%, the Architect will revise plans at no cost to the Owner. Deductive alternates should be included in the Contract documents, if considered necessary by the Architect, to assure a Contract award within the approved budget amount.

ARTICLE 2. Basic Fees. The Owner agrees to pay the Architect for the basic services in this Agreement the following percentages of the basic rate of the Fee Schedule except as may be hereinafter modified:

For A. Ten percent of the basic rate.
For B. Fifteen percent of the basic rate.
For C. Fifty percent of the basic rate.
For D. Five percent of the basic rate.
For E. Twenty percent of the basic rate.

The schedule of Basic Fee Rates is divided into five (5) basic building type groupings as listed herewith, each grouping carrying the Basic Fee Schedule as tabulated hereinafter.

BUILDING TYPE GROUPINGS

Group I. Industrial Buildings without special facilities, Parking structures and Repetitive Garages, Simple Loft Type Structures, Warehouses (exclusive of automated equipment), and other similar utilitarian type buildings.

Group II. Armories, Apartments, Cold Storage Facilities, Dormitories, Exhibition Halls, Hangers, Manufacturing/Industrial Plants, Office Buildings (without tenant improvements), Printing Plants, Public Markets, and Service Garages.

Group III. College Classroom Facilities, Convention Facilities, Correctional and Detention Facilities, Extended Care Facilities, Gymnasiums (simple, prefabricated-preengineered, minimum types shall be classified under Group II), Hospitals, Institutional Dining Halls, Laboratories, Libraries, Medical Schools, Medical Office Facilities and Clinics, Mental Institutions, Office Buildings (with tenant improvements), Parks, Playground and Recreational Facilities, Police Stations, Public Health Centers, Research Facilities, Schools (Elementary and Secondary), Stadiums, Welfare Buildings.

Also Central Utilities Plants, Water Supply and Distribution Plants, Sewage Treatment and Underground Systems, Electrical Sub-stations and Primary and Secondary Distribution Systems, Roads, Bridges and Major Site Improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the Basic Architectural Service of the overall project unless agreed otherwise in Article 15.

Group IV. Aquariums, Auditoriums, Art Galleries, College Buildings with special facilities, Communications Buildings, Special Schools, Theaters and similar facilities.

Group V. Residences and Specialized Decorative Buildings unless otherwise agreed in Article 15. Custom Designed Furnishings shall be categorized in Group V except when considered incidental to the Basic Architectural Service for a building.

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SCHEDULE OF BASIC FEE RATE BY BUILDING TYPE GROUPINGS

COST OF WORK			GROUP AND FEE IN PERCENTAGE				
			I	II	III	IV	V
Up	to	$100,000	8.0	9.0	10.0	11.0	12.0
100,001	to	200,000	7.0	8.0	9.0	10.0	11.0
200,001	to	300,000	6.0	7.0	8.0	9.0	10.0
300,001	to	400,000	5.9	6.9	7.9	8.9	9.9
400,001	to	500,000	5.8	6.8	7.8	8.8	9.8
500,001	to	600,000	5.7	6.7	7.7	8.7	9.7
600,001	to	700,000	5.6	6.6	7.6	8.6	9.6
700,001	to	800,000	5.5	6.5	7.5	8.5	9.5
800,001	to	900,000	5.4	6.4	7.4	8.4	9.4
900,001	to	1,000,000	5.3	6.3	7.3	8.3	9.3
1,000,001	to	1,250,000	5.2	6.2	7.2	8.2	9.2
1,250,001	to	1,500,000	5.1	6.1	7.1	8.1	9.1
1,500,001	to	1,750,000	5.0	6.0	7.0	8.0	9.0
1,750,001	to	2,000,000	4.9	5.9	6.9	7.9	8.9
2,000,001	to	2,500,000	4.8	5.8	6.8	7.8	8.8
2,500,001	to	3,000,000	4.7	5.7	6.7	7.7	8.7
3,000,001	to	3,500,000	4.6	5.6	6.6	7.6	8.6
3,500,001	to	4,000,000	4.5	5.5	6.5	7.5	8.5
4,000,001	to	5,000,000	4.4	5.4	6.4	7.4	8.4

COST OF WORK			GROUP AND FEE IN PERCENTAGE				
			I	II	III	IV	V
5,000,001	to	6,000,000	4.3	5.3	6.3	7.3	8.3
6,000,001	to	8,000,000	4.2	5.2	6.2	7.2	8.2
8,000,001	to	10,000,000	4.1	5.1	6.1	7.1	8.1
10,000,001	to	12,000,000	4.0	5.0	6.0	7.0	8.0
12,000,001	to	14,000,000	3.9	4.9	5.9	6.9	7.9
14,000,001	to	16,000,000	3.8	4.8	5.8	6.8	7.8
16,000,001	to	18,000,000	3.7	4.7	5.7	6.7	7.7
18,000,001	to	20,000,000	3.6	4.6	5.6	6.6	7.6
20,000,001	to	22,000,000	3.5	4.5	5.5	6.5	7.5
22,000,001	to	24,000,000	3.4	4.4	5.4	6.4	7.4
24,000,001	to	27,000,000	3.3	4.3	5.3	6.3	7.3
27,000,001	to	30,000,000	3.2	4.2	5.2	6.2	7.2
30,000,001	to	33,000,000	3.1	4.1	5.1	6.1	7.1
33,000,001	to	36,000,000	3.0	4.0	5.0	6.0	7.0
36,000,001	to	39,000,000	2.9	3.9	4.9	5.9	6.9
39,000,001	to	42,000,000	2.8	3.8	4.8	5.8	6.8
42,000,001	to	46,000,000	2.7	3.7	4.7	5.7	6.7
46,000,001	to	50,000,000	2.6	3.6	4.6	5.6	6.6
50,000,001	to	and over	2.5	3.5	4.5	5.5	6.5

Fees shall not exceed above schedule unless approved by the Building Commission Director and the Governor. Lower fees may be negotiated when applicable considering the project size, complexity, cost, repetitions, etc. Fees for cost of work falling between any maximum limits shall be determined by interpolation.

AMENDED: Adopted July 6, 1987. Robert B. Crumpton, Director (Effective Date: August 10, 1987) Building Commission Meeting of May 20, 1987.

In changing from one cost bracket to the next higher bracket due to change orders, etc., the total fee shall remain at the maximum paid for the lower bracket until that amount and the new bracket fee are equalized, then the new bracket fee becomes effective.

For major renovation and alteration work the Basic Fee shall be increased by 25% in the proper Group Category. Method of Actual Application of the increase shall be defined in Article 15, otherwise the increase will not be allowable.

The applicable basic rate shall apply to the combined cost of all buildings or other work covered by this Agreement whether in one or more construction contracts, including separate contracts for any phase of the work.

The work covered by this agreement is hereby assigned to Group _____. If the work is so divided that more than one Group is involved, see Article 15 where the buildings or work in each Group are named, Group number given, and tentative budget for each Group is given. If this Agreement is for work not listed in any Grouping, see Article 15 for explanation.

In the case of substantial duplication of buildings covered under the scope of this Agreement, the Basic Fee for Services A, B, C, D, and E shall be applicable to the Cost of the Work for the first building. One-half of the Basic Fee for Services A, B, and C shall be applicable to the Cost of the Work for the second building which is a substantial duplication of the first. The fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in Article 15, but in no case shall exceed the fee for the first duplication. The fees for Services D and E shall be paid in full for duplicated buildings.

It is further agreed that under a subsequent Owner-Architect Agreement, the basic fee for any substantial duplication of buildings covered by this Agreement will be paid in accordance with the terms detailed above, except that any change in the fee schedule in effect at the date of the subsequent Agreement will be applicable.

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Any special or unusual conditions not covered hereinbefore shall be as detailed in Article 15 - Special Provisions.

ARTICLE 3. Extra Services and Special Cases. If the Architect is caused extra design, drafting, supervision, or other major expenses due to major changes in completed work by the Owner in work performed in accordance with the Owner's instructions, or due to the delinquency or insolvency of the contractor, or as a result of damage by fire or storm, he shall be equitably paid for such expense and the services involved, provided that an amendment to this Agreement is executed for the extra work prior to the performance of same by the Architect. The amount to be paid for such extra work shall be based upon the Architect's records of his actual cost plus one hundred percent (100%) allowance for overhead and profit. Actual cost to the Architect shall include (1) actual salaries of all employees involved, (2) proration of supervisory time, (3) consultant's fees, (4) laboratory fees if authorized by Owner, (5) travel, and (6) miscellaneous items such as telephone toll calls and extra printing. Allowance for overhead and profit shall include such items as normal office expense (rent, utilities, janitorial service, use of equipment, insurance) and the costs of mandatory and customary benefits such as holidays, vacations, pensions, insurance, FICA, etc.

ARTICLE 4. Termination of Agreement. This Agreement shall terminate without notice should the project be abandoned, or be postponed or delayed, for more than _____ months from the date of the Agreement. It may be terminated by the Owner at the expiration of ten (10) days after written notice to the Architect for any failure of the Architect to comply with the provisions of this Agreement.

If the Owner determines that the project is to be abandoned, postponed or delayed he shall notify the Architect in writing and the Architect shall immediately stop all work on the project. Payments to the Architect for work completed shall be in accordance with provisions of Article 5.

ARTICLE 5. Payments. From time to time during the execution of his work and in proportion to the amount of service rendered by the Architect on account of Services A, B, C, D, or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the percentages of the basic rate or rates arising from this Agreement computed on the Cost of the Work as hereinafter defined and/or modified.

Payments on account of Services A, B, and C shall be due and payable as noted below upon completion of those phases and approval of same by the Owner. Payments on account of Services D and E shall be due and payable as noted below as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Upon satisfactory completion of construction work and its final acceptance by the Owner the Architect shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto the Architect shall deliver to the Owner all required guarantees, record drawings or any other conditions named or implied in the Agreement.

Payments upon (1) the termination of the Agreement, (2) final payments upon completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed budget or the agreed estimate of the Cost of the Work which ever is the lesser.

If the Owner abandons, delays, or postpones the project as defined in Article 4 the Architect shall deliver to the Owner copies of all documents either completed or in progress so that a determination of the status of the Service(s) involved may be determined to be used on a percentage of completion basis for payments to the Architect.

Other final payments shall be adjusted and computed from the final Cost of the Work as hereinafter defined and/or modified.

Any payments due for services under the provisions of Article 3 of this Agreement will be paid from time to time as the services are performed or the necessary expenses are incurred, and such payment shall be considered separate and distinct from payments made under the provisions of Articles 1 and 2.

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ARTICLE 6. Definition of the Cost of the Work. For determination of the Architect's basic fees, the Cost of the Work means the cost to the Owner, but such cost shall not include any Architect's or Engineer's fees or reimbursements, or the cost of a Clerk-of-Works, or the cost of fixtures or equipment except built-in or attached equipment included in plans and specifications at the Owner's request, and shall not include construction costs, expenses or fees covered by Articles No. 3 and No. 15. The Cost of the Work shall not include the cost of movable equipment or furnishings unless requested in writing by the Owner and is defined in Article 15 or by amendment to the Agreement.

No deduction shall be made from the fee for architectural services on account of liquidated damages or other sums withheld from payments to contractors.

When labor or material is furnished by the Owner below its market cost, the Cost of the Work shall be computed upon such market cost in determining the agreed estimate of the Cost of the Work.

ARTICLE 7. Survey, Borings, and Tests. The Owner shall, insofar as the Work under this Agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site; and full information as to sewer, water, gas and electrical services. The Owner shall pay for borings or test pits and for chemical, mechanical or other tests when required by the Architect for the preparation of plans and specifications.

ARTICLE 8. Administration of the Construction Contract. The Architect will endeavor to require the Contractor to strictly adhere to the plans and specifications, to guard the Owner against defects and deficiencies in the work of Contractors, and shall promptly notify the Owner in writing of any significant departure in the quality of materials or workmanship from the requirements of the plans and specifications, but he does not guarantee the performance of the contracts.

The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

The Architect shall at all times have access to the Work wherever it is in preparation or progress.

The Architect shall make periodic visits to the site and as hereinafter defined to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect, he shall endeavor to guard the Owner against defect and deficiencies in the work of the Contractor. The Architect shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, unless spelled out in the Contract Documents, and he shall not be liable for results of the Contractor's failure to carry out the work in accordance with the Contract Documents.

Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in the preceding paragraph and on the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

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The Architect shall have authority to reject Work which does not conform to the Contract Documents. The Architect shall also have authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by him in good faith either to exercise or not to exercise his authority to stop the Work.

The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

Administration of the Contract by the Architect shall include inspections by the Electrical and Mechanical Engineers who prepared the plans and specifications for the work. A final inspection and an inspection at the end of the one year guarantee period are required for all projects. In addition, inspection by Engineers must include: a minimum of one (1) inspection during construction when the cost of the work is $50,000.00 or less; a minimum of two (2) inspections during construction where the cost of the work is between $50,000.00 and $500,000.00; and a minimum of three (3) inspections during construction when the cost of the work is in excess of $500,000.00. For complex projects, additional inspections will be required as determined by the Director of the Technical Staff, State Building Commission.

The administration of the contract by the Architect is not normally to be construed as meaning the furnishing of continuous inspection which may be obtained by the employment of a Clerk-of-Works. However, the administration shall be consistent with the size and nature of the work and must include, at least, one (1) inspection each week. A final inspection and an inspection at the end of the one year guarantee period shall be required on all projects. If included under Article 15, or if later authorized by the Owner by written amendment to this Agreement, a Clerk-of-Works acceptable to the Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid for by the Owner upon presentation of the Architect's monthly statements.

The Architect shall promptly furnish the Owner and each of the public agencies involved a copy of the written report of each inspection by him or his representative or engineers in a form approved by the State Building Commission and the agencies involved.

ARTICLE 9. Engineering Services. The Architect agrees that all plans, specifications, detail drawings, approvals, etc., for engineering services pertaining to the design of structural, mechanical, electrical and other specialized phases of engineering will be done by Professional Engineers registered in the State of Alabama and employed by the Architect for the particular work, except where such engineering services are of such minor nature as to be considered purely incidental to the architectural services required for the project. When such engineering services can be justifiably classified as purely incidental, then these services may be performed by persons regularly employed in the Architect's organization who are not registered Professional Engineers, but are particularly qualified by education, experience and training to do this type of work. Any question as to whether or not these services are purely incidental to the project will be resolved by decision of the Director of Technical Staff of the State Building Commission.

All plans prepared by Engineering Consultants shall be separately identified by title, sheet number, and official registration seal or signature and registration number. Engineering drawings shall not be combined with other drawings unless deemed to be in the "incidental" category.

[Removed image:]

Designated herewith (as applicable) are the Engineering Consultants or Associates:

Structural Eng. & Reg. No	Elec. Eng. & Reg. No.	Plumbing Eng. & Reg. No
Address	Address	Address
Heating, Ventilating, & A/C Eng. & Reg. No	Civil Eng. & Reg. No.	
Address	Address	

No change will be made in Consultants designated without prior written consent of the Owner.

ARTICLE 10. Approval of Plans and Specifications. Schematic, preliminary, and final drawings and specifications for all projects, the planning and construction of which is within the jurisdiction of the State Building Commission, shall be submitted to its Director of Technical Staff for approval in strict conformity with its established policies and procedures.

ARTICLE 11. Record Documents. When Service E is included in this Agreement, the Architect shall furnish the Owner two complete record sets of plans of the project as finally constructed, with all corrections, revisions, and changes clearly shown thereon; and two sets of specifications to which shall be attached copies of all contract change orders and modifications. The record documents shall be delivered to the Owner and/or the Building Commission as directed immediately after final inspection and before final Architect's inspection fee is paid.

ARTICLE 12. Ownership of Documents. Drawings and specifications as instruments of service are the property of the Architect, whether the Work for which they are made be executed or not.

Should the work as herein agreed be terminated on the completion of Services A, B, and C, the Architect shall deliver, unless requested by the Owner to postpone delivery until so requested, up to 25 sets of plans and specifications. The Owner shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of one entire project as planned and specified without further payment to the Architect.

ARTICLE 13. Successors and Assignments. The Owner and the Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

ARTICLE 14. Completion Schedule. The Architect agrees to furnish complete schematic drawings for review by the Owner and/or other public agencies within _____ calendar days after the Owner has furnished him a complete list of the requirements and site survey necessary for their development. The Architect further agrees to furnish complete preliminary plans, outline specifications and cost estimate for review by the Owner and other public agencies within _____ calendar days after receipt of necessary approvals of the schematic drawings; and to furnish complete final working drawings, specifications and contract document forms for review by the Owner and/or other public agencies within _____ calendar days after receipt of necessary approvals of preliminary documents.

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ARTICLE 15. Special Provisions.

THE OWNER AND THE ARCHITECT hereby agree to the full performance of the covenants contained herein.

APPROVALS

_____

By _____

STATE OF ALABAMA BUILDING COMMISSION

By _____
Director, Technical Staff

CONTRACTING PARTIES

_____
Architect

By _____
Member of Firm

_____
Owner

By _____
Officer-Title

_____
Co-Owner

By _____
Officer-Title

Attest to _____
Officer-Title

[Removed image:]

ABC Form B-3
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

CHECKLIST FOR PREPARATION OF AGREEMENT BETWEEN OWNER AND ARCHITECT

For use with ABC Form B-2

B. C. No. _____

PROJECT (including Owner's Project No., if any):	DATE:

SUBMIT THIS COMPLETED CHECKLIST WITH THE AGREEMENT

The Agreement Between Owner and Architect (ABC Form B-2) should be prepared by the design professional and presented to the Owner for acceptance. Complete information is to be provided in all appurtenant blank spaces of the Agreement. If a blank space is not applicable to the negotiated terms of the Agreement, insert "N/A". For each item below check "YES", indicating that the required information has been inserted in the Agreement, or check "N/A", indicating that the item is not applicable.

YES	N/A	REQUIRED INFORMATION AND INSTRUCTIONS
		B C PROJECT NUMBER:
		If a BC Project Number has been assigned at the time of preparing the Agreement, insert the number in the block at the upper left of the document.
		INTRODUCTORY SECTION OR RECITALS:
		DATE: Insert the date on which the Agreement is executed by the Architect or Engineer.
		OWNER: Provide the full, legal name of the OWNER. If this is a PSCA Project, the OWNERS are the Alabama Public School and College Authority AND the Local Education Authority.
		ARCHITECT or ENGINEER: Provide the full, legal name of the Architectural or Engineering firm with mailing address
		PROJECT NAME: Provide the project name or description of the Work covered by the Agreement. If the Owner has assigned a number to the project, provide the project number. The project name or description must be easily identifiable with the related bid packages and construction contracts. If the space in this section is not adequate for describing the Work, the description of the Work may be provided on an attachment to the Agreement with reference to the attachment made in this space.
		BUDGETED COST OF THE WORK: State the amount that is budgeted for the project.
		"FIXED" or "TENTATIVE" BUDGET: By striking out the inoperative word on the last line of this section, indicate whether the budgeted Cost of the Work is "Fixed" or Tentative".
		Article 2. Basic Fee:
		In the blank space beneath the "Schedule of Basic Fee Rate By Building Type Groupings", insert the Grouping to which the Work is assigned even if the Basic Fee is a fixed or negotiated fee.

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CHECKLIST FOR PREPARATION OF AGREEMENT BETWEEN OWNER AND ARCHITECT - Page 2

YES	N/A	REQUIRED INFORMATION AND INSTRUCTIONS
Article 4, Termination of Agreement:		
		State the period of abandonment, postponement, or delay of the Project by the Owner which will warrant termination of the Agreement. Twelve (12) months is typical, shorter periods are appropriate if funding is adequately established.
Article 9, Engineering Services:		
		Provide the names, Alabama registration numbers, and addresses of the consulting engineers.
Article 14, Completion Schedule:		
		Insert numbers of calendar days in all three spaces so as to establish a schedule for completing, and submitting for approval, the schematic, preliminary, and final plans and specifications.
Article 15, Special Provisions: Special attention should be paid to this Article under which any negotiated changes to the terms and conditions of Articles 1 through 14 are to be covered in detail. Fees and services not covered by the preceding Articles should be stipulated here or in an attachment to the Agreement which is cited here. Typical subjects which should be covered here (or by subsequent amendment to the Agreement) are:		
		Payment of fees relative to unawarded bid alternates
		Adjustment of the Basic Fee for Major Renovation (up to 25% adjustment allowed)
		Inclusion or exclusion of sales tax savings in determining the "Cost of the Work"
		Basis of fee if negotiated to be other than the Basic Fee Rate
		Scope and costs of special consulting services
		Hourly rates to be paid for the services of the primary design professional, his or her staff, and consulting engineers in the event extra services become necessary
		Employment of a Clerk-of-the-Works and terms of payment
		Predetermined costs of extra plans and specifications
		Lump Sum fees for services not covered otherwise
		Special "As-Built" drawing requirements
		Reference to attachments to the Agreement stipulating additional terms and conditions of the Agreement
SIGNATURES - APPROVING AND CONTRACTING PARTIES The requirements peculiar to State Agency, PSCA, and Postsecondary Education projects are contained in Appendixes A-1, A-2, and A-3 respectively of the Manual of Procedures of the Alabama Building Commission. Each Appendix identifies the parties signing the Agreement.		
		Prepare the signature spaces for the Approving and Contracting Parties stated in the Appendix, verifying correct names with Owner. Provide additional signature spaces as needed.
		Consult Awarding Authority to determine if they require signatures in addition to those above and provide additional Approving or Contracting Party signature spaces as required.

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B.C. Project No. _____

ABC Form B-4
Oct 97

Date _____

AMENDMENT No. _____

to

AGREEMENT BETWEEN OWNER AND ARCHITECT

for _____

_____

_____ , dated _____ by and between

_____ ,Owner(s)

and _____ , Architect.

The following changes in the said agreement are made therein:

The Owner(s) and the Architect agree to the terms of this Amendment as contained herein.

APPROVALS

_____

By _____

STATE OF ALABAMA BUILDING COMMISSION

By _____
Director, Technical Staff

CONTRACTING PARTIES

_____
Architect

By _____
Member of Firm

_____
Owner

By _____
Officer-Title

_____
Co-Owner

By _____
Officer-Title

Attest to _____
Officer-Title

Page 1 of 1

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ABC Form B-5
Oct 97

SAMPLE ARCHITECT'S STATEMENT FOR SERVICES

ARCHITECT'S NAME and ADDRESS or LETTERHEAD
(Federal employer's identification number on each copy)

To: Owner (Local Owner)
Address

Project: B.C.No. _____

Date: PSCA No. _____ (If applicable)

Statement for Architectural Services Rendered as Follows:

1. **Basic Fee:**
   Amount of Construction Contract: $ _____
   Service A: 10% X _____% X Amount of Contract $_____
   Service B: 15% X _____% X Amount of Contract $_____
   Service C: 50% X _____% X Amount of Contract $_____
   Service D & E: 25% X _____% X Amount of Contract X % Complete $_____
   Total Basic Fee Earned to Date $_____
2. **Other Fees Earned to Date**, Per Article 15 of the Agreement $_____
   (Fully account for Other Fees here or in an attachment)
3. **Reimbursable Expenses Incurred to Date** $_____
   (Fully account for Reimbursable Expenses here or in an attachment)
4. **Less Previous Payments** $_____
5. **Amount Due This Invoice** $_____

I certify that the above account is correct, just and that payment therefor has not yet been received.

Sworn to and subscribed before me
this _____ day of _____

_____ L.S.

_____
(Architect)

By _____

_____
(Title)

VERIFICATIONS AND APPROVALS:

Approved by _____ Date _____
Awarding Authority

Reviewed by _____ Date _____
Contract Administration, Alabama Building Commission

Approved by _____ Date _____
Director, Technical Staff, Alabama Building Commission

Approved by _____ Date _____

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CERTIFIED TABULATION OF BIDS

PROJECT:

BC PROJECT No. _____

AS TABULATED BELOW, BIDS WERE RECEIVED:

DATE: _____ TIME: _____

PLACE:

CONTRACTOR	SURETY	BASE BID	BID ALT. #1	BID ALT. #2	REMARKS

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this _____ day of _____

By: _____

Typed or printed Name and Title of Architect or Engineer

_____ L.S.

Notary Public

_____

Signature

Oct 97, ABC Form B-6

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ABC Form B-7
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

CHECKLIST FOR PREPARATION/APPROVAL OF CONTRACT AND BONDS

For use with ABC Forms C-5, C-6, and C-7 or 9-A, 9-B, and 9-C

Use of this checklist will avoid delayed approval and processing of contracts. When preparing a Construction Contract for a contractor's acceptance and execution and then when reviewing the contract and bonds returned by the contractor, the design professional should follow this checklist to verify that the documents are complete and correct. **Six (6) copies of the Construction Contract, signed by the contractor and owner, with bonds and certificate(s) of insurance, are to be delivered to the ABC for approval and distribution.**

CONTRACT AND BOND FORMS	
1.	ABC Forms C-5, C-6, and C-7, contained in Appendix C of the ABC's Manual of Procedures, are the contract and bond forms to be used for projects of state agencies and departments and Posrsecondary Education.
2.	ABC Forms 9-A, 9-B, and 9-C, contained at the end of Chapter 9 of the ABC's Manual of Procedures, are the contract and bond forms to be used for projects funded in whole or in part with funds of the Alabama Public School and College Authority (PSCA).
CONSTRUCTION CONTRACT - PAGE 1	
1.	**BC PROJECT NUMBER:** Insert BC Project Number in the block provided at top of document.
2.	**PSCA PROJECT NUMBER:** If the project is utilizing PSCA funds, insert the PSCA Project Number in the box provided at the top of the document (ABC Form 9-A).
3.	**DATE:** Insert the date upon which the Contractor will execute the contract.
4.	**OWNER:** Insert the full, legal name of the Owner (Awarding Authority). If this is a PSCA project, insert the Local Education Authority's name (city or county school board, college, university, etc.) after "Alabama Public School and College Authority and the ..." (ABC Form 9-A)
5.	**CONTRACTOR** Insert full, legal name of the Contractor, including the Contractor's correct mailing address.
6.	**NAME OF PROJECT:** Under "Statement of Work" insert the complete name of the project as identified in the bid documents.
7.	**CONTRACT DOCUMENTS:** Insert the date of the plans and specifications upon which the Contract was bid and insert the full, legal name of the Architectural or Engineering firm who prepared them.
8.	**ADDENDA:** If pre-bid Addenda were issued to the plans or specifications, list the Addenda by number and date of issue.
9.	**TIME OF COMPLETION:** Insert the number of calendar days (in words and in figures) in which the Contractor has to perform the Contract as was stated in the bid documents.
10.	**COMPENSATION TO BE PAID:** Insert the Contract amount, verifying that this is the same amount as shown on the CERTIFIED TABULATION OF BIDS.
11.	**ALTERNATE PRICES:** In the lined area at the bottom of the page insert either (1) "No Alternate Prices Requested in Bid", (2) "No Alternate Prices Accepted", or (3) a listing of the accepted Alternates by number and dollar amount.

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CHECKLIST FOR PREPARATION/APPROVAL OF CONTRACT AND BONDS

CONSTRUCTION CONTRACT - PAGE 2	
1.	**SEVERABLE PAYMENTS:** If this is a PSCA Project, obtain the severable payments information from the ABC and insert it in the spaces provided at the top of the page. ABC Form 9-A only.
2.	**UNIT PRICES:** If the solicitation for bids required Unit Prices, insert a statement of which Unit Prices, if any, are accepted and incorporated into the Contract. Insert this statement in the blank area at the top of the page of ABC Form C-5 or beneath the Severable Payment provision of ABC Form 9-A. Accepted Unit Prices should be listed on an attachment cited in this statement.
3.	**GENERAL CONTRACTOR'S STATE LICENSE DATA:** Insert the contractor's current state general contracting license number, bid limit, and classification in the spaces provided.
4.	**SIGNATURES - APPROVING AND CONTRACTING PARTIES** The requirements peculiar to State Agency and Department, PSCA, and Postsecondary Education projects are contained in Appendixes A-1, A-2, and A-3 respectively of the ABC's Manual of Procedures. Each Appendix identifies the parties signing the construction Contract.
a.	Prepare the signature spaces for the Approving and Contracting Parties stated in the Appendix, verifying correct names with the Awarding Authority.
b.	Consult the Awarding Authority to determine if they require signatures in addition to those above and provide additional Approving or Contracting Party signature spaces as required.
PERFORMANCE and PAYMENT BONDS Before forwarding the Construction Contract and Bonds to the Owner for execution, verify that the contractor's surety has accurately provided all information in the spaces provided.	
PERFORMANCE and PAYMENT BONDS - PAGE 1	
1.	**CITY or COUNTY:** The name of the City or County in which the Bond is executed.
2.	**SURETY'S BOND NUMBER**
3.	**PRINCIPAL:** The full, legal name of the Contractor "as Principal", the same as appears on the Construction Contract.
4.	**SURETY:** The full, legal name of the bonding company.
5.	**OWNER:** The full, legal name of the Owner (Awarding Authority). If this is a PSCA project, the Local Education Authority's name (city or county school board, college, university, etc.) is inserted after "Alabama Public School and College Authority and the .." (ABC Forms 9-B & C)
6.	**PENAL SUM:** The penal sum of each bond is to be as stated in the bid documents.
7.	**DATE:** The date upon which the Bond is executed. **NOTE: THE DATE OF THE BOND MUST NOT PRECEDE THE DATE OF THE CONTRACT.**
8.	**PROJECT NAME:** The full name of the project as contained in the bid documents and the Construction Contract must appear in the blank area near the bottom of the page. The project name should include the BC Project number and any project number that may have been assigned by the Awarding Authority (such as a PSCA Project Number).

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CHECKLIST FOR PREPARATION/APPROVAL OF CONTRACT AND BONDS

PERFORMANCE and PAYMENT BONDS - PAGE 2	
1.	DATE: The same date as appears on page 1.
2.	**SIGNATURE OF PRINCIPAL:** The full, legal name of the contractor must appear beneath "PRINCIPAL", under which the signature of a member or officer of the firm must appear with the name and title of signing party appearing LEGIBLY beneath the signature. The contractor's signature must be witnessed on the line under "ATTEST".
3.	**SIGNATURE OF SURETY:** The full, legal name of the bonding company must appear under "SURETY", under which the signature of an individual having power of attorney for the bonding company must appear with the individual's name and title appearing LEGIBLY beneath the signature.
4.	**SIGNATURE OF ALABAMA RESIDENT AGENT FOR SURETY:** The signature of an agent of the surety who is a resident of Alabama must appear in the space provided. The agent's name and Alabama address must appear LEGIBLY beneath the signature.
5.	**ATTACHED POWER OF ATTORNEY:** Attached to each copy of the Bonds must be a Power of Attorney, signed by an officer of the bonding company, for the individual signing the bond on behalf of the bonding company. **THE DATE OF THE POWER OF ATTORNEY MUST NOT PRECEDE THE DATE OF THE BOND.**
CERTIFICATE(S) OF INSURANCE: Certificates of Insurance must accompany the contract and bonds evidencing that the contractor has obtained all insurance coverage specified in the project manual.	
FORWARDING CONTRACT, BONDS, AND CERTIFICATE(S) OF INSURANCE After determining that the contract (signed by the contractor), bonds, and certificate(s) of insurance are in order, the design professional should forward all six (6) copies of the documents to the owner for signature and forwarding to the ABC. **A copy of the CERTIFIED TABULATION OF BIDS must be attached to each copy of the contract.**	

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ABC Form B-8
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

PRE-CONSTRUCTION CONFERENCE CHECKLIST

The following recommended topics to be covered during a Preconstruction Conference. Contact the BC Project Inspector by telephone at least seven (7) days prior to scheduling the conference in order to give him time to coordinate his schedule accordingly.

*Item should be discussed while Owner is present.

	*1. Name and relationship to job of local Owner personnel
	2. Public officials involved
	3. Names of architect personnel involved
	4. Construction sets of plans available
	5. Verify alternates accepted, etc.
	6. List of sub-contractors - submit for approval
	7. Cost breakdown & Progress Schedule - submit for approval
	8. Method of approving monthly payment requests
	9. Change Orders - Documentation - no prior work, unless authorized in writing
	10. Shop drawings, sepia type, time to process
	11. Advance notice for required inspections
	12. Above ceiling inspections by Architect, Engineers, BC Inspector, Contractor, & Subs
	13. Other inspections required before work is covered
	14. Inspection report distribution
	15. Record Drawings, definition of, procedures
	16. Project sign and other job signs
	17. Job telephone
	*18. Overall phasing of job
	19. Contractor's duty to coordinate work of separate contractors
	*20. Use of site and existing building, access drive, signs
	*21. Use of existing toilets
	*22. Coordinate any utilities supplied by Owner
	*23. Coordinate outages and work in existing building with Owner
	24. Keeping existing exit paths open
	25. Routine job cleanup

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	26. O.S.H.A. - Report all accidents - safety General Contractor's responsibility
	27. Project limits
	28. Building location relative to critical property line, easement, setback, etc.
	29. Locating property line, corners, etc.
	30. Verify sanitary outfall before committing floor level
	31. Procedure if bad soil or rock is encountered
	32. Stockpiling topsoil
	33. Protecting trees
	34. Soil compaction, type soil, lab tests, etc.
	35. Soil Treatment
	36. Surveyor to check foundation wall if location critical
	37. Ready mix plant, file delivery tickets, slump tests, cylinders
	38. Quality of concrete work; concrete testing
	39. Inspections before pouring concrete
	40. What is expected of masonry work, mortar additive
	41. Problems with hollow metal (install proper fire labels)
	42. Pre-roofing Conference - no roofing materials installed prior to conference
	43. General Contractor's Roofing Guarantee - must be submitted with Certificate of Substantial Completion
	44. Potential conflict of mechanical and electrical equipment; shop drawings
	45. Problems with fire damper installation
	46. Certificate of Substantial Completion/Final Inspection
	47. Project Closeout - preceeds Final Payment a. Warranties b. Operating and Maintenance Manuals c. As-built Drawings d. Other requirements
	48. Advertisement of Completion - start ad after substantial completion a. 1 week for projects > $10,000 < $20,000 b. 4 consecutive weeks for projects $20,000 or more
	49. Time Extensions

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ABC Form B-9
Oct 97

TO: STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182
PLEASE FILL OUT THIS FORM COMPLETELY

PROJECT DATA FORM

Date: _____

BC No. _____

PROJECT (NAME AND LOCATION)	OWNER (FULL NAME, ADDRESS, AND TELEPHONE No.)
CONTRACTOR (FULL NAME, ADDRESS, AND TELEPHONE No.)	ARCHITECT/ENGINEER (FULL NAME, ADDRESS, AND TELEPHONE No.)

FUNDING SOURCE:
☐ PSCA ☐ LOCAL ☐ STATE OTHER _____

CONTRACT AMOUNT: $

Alternates Included in Contract:

CONTRACT TIME	Date Bids Rec'd:	Date of Contract:
Work Start Date:	Time Limit:	Scheduled Completion Date:

BONDS and INSURANCE
Performance Bond By:
Payment Bond By:
Builder's Risk By:
Workman's Compensation By:
Liability By:

PRECONSTRUCTION CONFERENCE NOTE

PLEASE CONTACT THE APPROPRIATE BUILDING COMMISSION INSPECTOR FOR THIS PROJECT (SEE BELOW) BY TELEPHONE AT LEAST SEVEN (7) DAYS PRIOR TO SCHEDULING THE PRECONSTRUCTION CONFERENCE IN ORDER TO GIVE HIM TIME TO COORDINATE HIS SCHEDULE ACCORDINGLY.

	Denny Hagood - (205) 993-4529		Len Kirk - (334) 727-7204
	Wayne Talley - (334) 271-2682		John Vandiver - (205) 381-8438
	Bill Wiggins - (334) 990-0019		

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ABC Form B-10
Oct 97

TO: STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

STATEMENT OF FIELD OBSERVATIONS

Date: _____

PSCA #	BC #
PROJECT:	OWNER: Phone No.
CONTRACTOR: Phone No.	ARCHITECT/ENGINEER: Phone No.

PROJECT DATA ON THE DATE OF OBSERVATION: No. of Workers _____

Site Conditions _____ Weather _____

Starting Date _____ Contract Completion Date _____

Scheduled State of Completion _____% Estimated Actual Completion _____%

Contractor's Superintendent _____ Job Phone # _____

COMMENTS/DEFICIENCIES:

Signature _____ Report No. _____

cc: Owner, Architect/Engineer, Contractor, ABC Office, BC Inspector

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ABC Form B-11
Oct 97

TO: STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

CHANGE ORDER JUSTIFICATION

Change Order No. _____
Date: _____

PURPOSE AND INSTRUCTIONS ON REVERSE SIDE

B.C. No. _____

(A)

PROJECT:	OWNER:
CONTRACTOR:	ARCHITECT/ENGINEER:

(B) DESCRIPTION OF PROPOSED CHANGE(S): ATTACH CONTRACTOR'S DETAILED COST PROPOSAL(s)

AMOUNT: [ADD] [DEDUCT] $_____ TIME EXTENSION: _____ CALENDAR DAYS

(C)

ORIGINAL CONTRACT	PREVIOUS C.O.'s _____ THRU _____	CURRENT CONTRACT
$_____	$_____	$_____

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

CHANGE ORDER INITIATED BY: ☐ OWNER ☐ ARCHITECT/ENGINEER ☐ CONTRACTOR

(E) JUSTIFICATION OF CHANGE ORDER vs. COMPETITIVE BID:

(F) ARCHITECT/ENGINEER'S EVALUATION OF PROPOSED COST:

(G)

CHANGE ORDER RECOMMENDED	CHANGE ORDER JUSTIFIED AND APPROVED:
_____ NAME OF ARCHITECTURAL/ENGINEERING FIRM	By: _____ OWNER'S SIGNATURE
By: _____ ARCHITECT/ENGINEER	By: _____ CO-OWNER'S SIGNATURE
By: _____ OWNER'S PROJECT REPRESENTATIVE	By: _____ OWNER'S LEGAL COUNSEL

Page 1 of 1

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ABC Form B-12
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

CHANGE ORDER CHECKLIST

For use with ABC Form C-12

Verify that the following information is inserted in the spaces provided on ABC Form C-12, CONTRACT CHANGE ORDER, or attached to the form where attachments are noted to be acceptable or obviously necessary.

1.	**CHANGE ORDER NUMBER**
2.	**DATE**
3.	**BC PROJECT NUMBER:** Insert BC Project Number in the block provided at top of document.
4.	**CONTRACTOR** Insert name and address of the Contractor, exactly as they appear on the Construction Contract.
5.	**NAME OF PROJECT:** Under "Project", insert the complete name of the project as identified in the bid documents. If the project is utilizing PSCA funds, include the PSCA Project Number in the project name.
6.	**CONTRACTOR'S PROPOSALS:** Under "TERMS", identify the change order proposals submitted by the contractor that are being addressed by the Contract Change Order. Identify these proposals by inserting their dates.
7.	**DESCRIPTION OF THE CHANGE(S) IN WORK:** Fully describe the change or changes to the original contract work for which the Construction Contract is being modified. This description should be written so that a reader of the document who is not directly involved in the project can understand what is being changed. If the space provided on the form is inadequate for such a description, use attachments and cite them.
8.	**CONTRACT AND CHANGE ORDER AMOUNTS:** Insert the applicable dollar amounts to record the original contract sum, change orders, and the currently revised contract sum.
9.	**EXTENSION OF TIME:** If the contract's Time of Completion is being extended by the Contract Change Order, insert appropriate number of calendar days in the space provided. If Time of Completion is not to be extended, insert "NONE".
10.	**RESPONSIBILITY FOR CHANGE ORDER AMOUNT:** The following sentence is on the form, "The amount of this Change Order will be the responsibility of _____." This applies only to projects having more than one owner and severable (divided) payments, such as PSCA projects. Insert whichever is appropriate: (1) "PSCA", (2) name of LEA, (3) "PSCA" and name of LEA, or (4) "N/A".
11.	**SIGNATURES:** The Contract Change Order must be prepared for the appropriate signatures. Refer to Appendixes A-1, A-2, and A-3 for instructions for State Agency, PSCA, and Postsecondary Education projects. Before submitting a Contract Change Order to the ABC, the document must be signed by the contractor, surety, design professional, and owner (local owner or using agency). Signature by the surety ("CONSENT OF SURETY") is not necessary on change orders involving only extensions of time.
12.	**ATTACHMENTS:** To each copy of the Contract Change Order form attach, a. A copy of each of the contractor's change order proposals providing a detailed breakdown of the change order costs. b. **POWER OF ATTORNEY** for the individual signing the Contract Change Order for the surety. c. **ABC Form B-12, CHANGE ORDER JUSTIFICATION:** completed and signed by the design professional and owner.

[Removed image:]

ABC Form B-13
Oct 97

TO: STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

To be completed and submitted with Contractor's Application for Final Payment

FINAL PAYMENT
CHECKLIST & TRANSMITTAL

Date: _____

BC No. _____

PROJECT:	OWNER:
CONTRACTOR:	ARCHITECT/ENGINEER:

YES	N/A	Check (✓) "YES" or "N/A" as applicable
		CERTIFICATE OF SUBSTANTIAL COMPLETION: Approved by ABC on
		ADVERTISEMENT FOR COMPLETION: 6 copies with affidavit of publication ATTACHED
		RELEASE OF CLAIMS: 6 copies ATTACHED
		CONTRACTOR'S ONE-YEAR WARRANTY: Original to Owner, Duplicate Original ATTACHED
		GENERAL CONTRACTOR'S ROOFING GUARANTEE: Original to Owner, Duplicate Original ATTACHED
		OTHER WARRANTIES: All other specified warranties delivered to Owner
		RECORD DOCUMENTS: 2 sets of "As-built" plans and specifications delivered to Owner
		O & M MANUALS: Specified instructions and O & M Manuals delivered to Owner
		SALES TAX SAVINGS RECONCILED BY CHANGE ORDER: C. O. No. ___, Dated _____
		TIME EXTENSION: Over-run of Contract performance period reconciled by: ☐ Change Order ☐ Liquidated Damages ☐ Attached explanation
		APPLICATION FOR FINAL PAYMENT: 6 copies approved and ATTACHED
		ADDITIONAL DOCUMENTS OR EXPLANATIONS WHICH ARE ATTACHED:

SUBMITTED BY:

_____
ARCHITECT/ENGINEER

_____
SIGNATURE

APPROVED BY:

_____
OWNER (Local)

_____
SIGNATURE

Page 1 of 1

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ABC Form C-1
Oct 97

SAMPLE
ADVERTISEMENT FOR BIDS

Sealed proposals will be received by _____
(Owner's legal title)

at the office of _____
(Name and address of Owner's authorized representative)

until _____ CST _____ for
(Hours) (Month). (Date). (Year)

(Description of the work to be inserted here)

at which time and place they will be publicly opened and read.

A cashier's check or bid bond payable to _____
(Owner's legal title)

in an amount not less than five (5) percent of the amount of the bid, but in no event more than $10,000, 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.

Drawings and specifications may be examined at the office of _____

_____
(Owner's representative and address)

and (appropriate plan rooms; i.e., F. W. Dodge, Builders Exchange, Construction Market Data, etc.).

Bid Documents may be obtained from the Architect (Engineer) upon deposit of $_____ per set, which will be refunded in full on the first ___ sets issued to each general contract bidder submitting a bonafide bid, upon return of documents in good condition within ten days of bid date. Other sets for general contractors, and sets for subcontractors and dealers, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling, and distribution..

(If applicable) All general contractor bidders (and specific subcontractor bidders, if applicable) must be prequalified pursuant to prequalification procedures and criteria established by the Owner. Written prequalification procedures and criteria are available for review at the office of _____.
(Owner's or Architect/Engineer's representative and address)

Bids must be submitted on proposal forms furnished by the Architect (Engineer) 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 Architect (Engineer); 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 judgement, the best interests of the Owner will thereby be promoted.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts. **(Omit this paragraph if the project is federallyfunded in whole or in part.)**

_____
(Awarding Authority)

_____
(Local Awarding Authority)

_____
(Architect)

NOTE: For projects exceeding $50,000, this notice must be run once a week for three successive weeks in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed. If the project involve an estimated amount exceeding $500,000, this notice must also be run at least once in three newspapers of general circulation throughout the state. Proof of publication is required.

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ABC Form C-2
Oct 97

INSTRUCTIONS TO BIDDERS

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The bid documents may contain modifications of, or supplements to, these Instructions to Bidders effecting additional procedures or requirements applicable to this particular project.

1. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract exceeds the amount established by the State Licensing Board for General Contractors, the bidder must be licensed by that board 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. Requirements in Article 7 of these Instructions to Bidders related to a bidder's state license for general contracting apply when a bid exceeds the amount currently established by the State Licensing Board for General Contractors.

2. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

Any special qualifications required of general contractors, subcontractors, material suppliers, or manufacturers are set forth in the bid documents.

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.

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.

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3. **NONRESIDENT BIDDERS:**
(If this project is federally funded in whole or in part, this Article shall not apply.)

With their bid, nonresident bidders must submit a written opinion, of an attorney at law licensed to practice law in the nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

A nonresident bidder is a contractor which is neither (a) organized and existing under the laws of the State of Alabama, nor (b) 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.

4. **OBTAINING BID DOCUMENTS:**

Bid documents may be obtained or examined as set forth in the Advertisement for Bids.

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, 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 be prima facie evidence 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 and contingencies involved.

If, during the performance of the Work, subsurface or latent conditions are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual or impractical nature are disclosed differing materially from conditions usually inherent in work of the character shown and specified, the attention of the Architect shall be called immediately to such conditions before they are disturbed. Upon such notice and verification of differing conditions, the Architect will, with reasonable promptness and with the Awarding Authority's concurrence, make such changes in the drawings and/or specifications as deemed necessary to conform to the different conditions, and any increase or decrease in the cost of the Work resulting from such changes will be adjusted as provided under CHANGES IN THE WORK or EXTRA WORK as set forth in the GENERAL CONDITIONS.

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6. EXPLANATIONS and INTERPRETATIONS:

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.

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

Should conflict occur in or between drawings and specifications, a bidder will be deemed to have estimated the more expensive way of doing the work involved unless the bidder asked for and obtained the written decision of the Architect before submission of a bid, as to method, materials, or equipment which will be required.

7. PREPARATION and DELIVERY of BIDS:

a. Proposal Form:

(1) Bids must be submitted on the Proposal Form as contained in the bid documents.

(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.

[Removed image:]

(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. 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 Awarding Authority's estimated cost of the work or of the contractor's bid, but is not required to be in an amount more than ten thousand dollars.

c. 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. No bid will be accepted or considered which has not been received prior to the time set for opening bids.

(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 write the name of 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, preferably special delivery or registered, the sealed envelope containing the bid, marked as indicated above, shall be enclosed in another envelope for mailing.

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8. **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 11 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

9. **OPENING of BIDS:**

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.

10. **IRREGULAR BIDS:**

Bids may be rejected if they are incomplete or contain any uninitialed alterations or erasures, additions, alternate bids, conditions not called for, or irregularities of any kind.

11. **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 may be given within this time frame whether or not award has been made.

[Removed image:]

(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) **Mathematical Error:** The mistake must be mathematical in nature due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. Mistakes of law, judgement, or opinion are specifically excluded from this criteria.

(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.

12. 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 to be disqualified from submitting further bids to the Awarding Authority on future lettings.

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.

13. CONSIDERATION of BIDS:

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 reserves the right to reject any and all bids, and to waive technical errors if, in its judgement, the best interests of the Awarding Authority will be promoted.

If the bid documents request bids for projects or parts of projects in combination or separately, the bid documents must include modifications of, or 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 strictly in accordance with such bid procedures.

14. DETERMINATION of LOW BIDDER by USE of ALTERNATES

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

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

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

15. 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 or 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.

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16. 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 to the 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 the 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 Construction Contract has been presented to the contractor for signature
(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	15 calendar days after final execution of Construction Contract by the Awarding Authority, 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.

c. 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 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 bidder. If no other bids are received, the full

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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.

d. 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, 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, the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bidder's bond for the cashier's check submitted with its bid as a bid guaranty.

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AIIC Form C-3
Oct 97

PROPOSAL FORM

To: _____ Date: _____
(Awarding Authority)

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

_____
(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: _____

_____

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 (. . . . .) (add)(deduct) $_____
(Insert key word for Alternate)
For Alternate No. 2 (. . . . .) (add)(deduct) $_____
For Alternate No. 3 (. . . . .) (add)(deduct) $_____
For Alternate No. 4 (. . . . .) (add)(deduct) $_____
For Alternate No. 5 (. . . . .) (add)(deduct) $_____
For Alternate No. 6 (. . . . .) (add)(deduct) $_____

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UNIT PRICES - (See Attachment)

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

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

☐ Bid Bond, executed by _____ as Surety,

☐ a cashier's check on the _____ Bank of _____,

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 (type or print) _____ (*Seal*)

* Title _____

Telephone Number _____

* 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.

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ABC Form C-4
Oct 97

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as Principal,

and _____

as Surety, are hereby held and firmly bound unto _____

_____

_____, hereinafter called the Owner(s), in the sum of

_____ Dollars ($_____)

for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner(s) a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the:

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Construction Contract, in the form contained in the Bid Documents, shall execute and deliver Performance and Payment Bonds, in the forms contained in the Bid Documents (all properly completed in accordance with said Bid), shall deliver evidence of insurance as prescribed in the Bid Documents, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of the obligation as herein stated.

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The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner(s) may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____ , 19__ , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

_____ _____
(Individual principal)

_____ _____
(Address) (Business address)

_____ _____
(Individual principal)

_____ _____
(Address) (Business address)

Attest:

_____
(Corporate principal)

_____
(Business address)

_____ By _____
(Affix corporate seal)

_____

Attest:

_____
(Corporate Surety)

_____
(Business address)

_____ By _____
(Affix corporate seal)

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ABC Form C-5
Oct 97

BC Project No._____

CONSTRUCTION CONTRACT

This AGREEMENT, entered into this _____day of _____, 19____,by and between the _____

_____,

hereinafter called the Owner(s), and _____

_____, hereinafter called the Contractor.

WITNESSETH That the Owner(s) and the Contractor, in consideration of premises of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF THE WORK: The Contractor shall furnish all labor and materials and perform all work for the _____

_____

_____

_____

in strict and entire conformity with the Contract Documents dated _____, 19 ____, prepared by _____

Architect(s) and approved by the Building Commission, including Addenda thereto dated _____

_____

all of which are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

TIME OF COMPLETION: The Work shall be commenced on a date to be specified in a written proceed order of the Director, Technical Staff, State Building Commission, and shall be completed within _____ (_____) calendar days from and after said date as provided in the Contract Documents.

COMPENSATION TO BE PAID: The Owner(s) will pay and the Contractor will accept as full compensation for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the sum of _____

_____ Dollars ($ _____).

This amount is the sum of the Contractor's Base Bid for the aforesaid work and the following Alternate Prices: _____

_____

_____

_____

[Removed image:]

(Special Provisions may be inserted here, such as Acceptance or Rejection of Unit Prices.)

The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following: License No._____ Bid Limit:_____

Classification:_____

The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, The Parties hereto on this day and year first above written have executed this Agreement in sufficient counterparts to enable each contracting party to have an originally executed 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 contract was let in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

APPROVALS	CONTRACTING PARTIES
_____	_____ Contractor
By _____	By _____ Member of Firm
STATE OF ALABAMA BUILDING COMMISSION	_____ Owner
By _____ Director, Technical Staff	By _____ Officer - Title
_____	_____ Owner
By _____	By _____ Officer - Title
	Attest To: _____ Officer - Title

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ABC Form C-6
Oct 97

PERFORMANCE BOND

STATE OF ALABAMA
CITY
COUNTY OF _____

SURETY'S BOND No.
_____

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal,

and _____,

as Surety, are held and firmly bound unto the _____

_____

_____, hereinafter called the Owner(s), as their interests appear, in the

penal sum of _____

_____ Dollars ($_____) for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this _____ day of _____, 19____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with the said Owner(s) for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefore is hereto attached.

NOW THEREFORE, in the event that said PRINCIPAL, as such Contractor, shall faithfully and promptly perform said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner(s), and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound Surety shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said Owner(s) due under said Contract.

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In the event said Principal shall fail or delay the prosecution and completion of the Work and said Surety shall also fail to act promptly as hereinbefore provided, then the Director, Technical Staff, State Building Commission, may cause ten (10) days' notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten (10) days, if said Principal or Surety do not proceed promptly to execute said Contract, the said Owner(s) shall have the authority to cause said Work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said Work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Director, Technical Staff, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and the Contract Agreement hereinbefore referred to, and the Bond for the Payment of Labor, Materials, or Supplies executed under the provision of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By_____

_____
Name

_____
Address

SURETY:

_____

By_____

_____
Name and Title

NOTE: Power of attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.

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ABC Form C-7
Oct 97

PAYMENT BOND

STATE OF ALABAMA
CITY
COUNTY OF _____

SURETY'S BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal, and

_____,

as Surety, are held and firmly bound unto the _____

_____,

hereinafter called the Owner(s), in the penal sum of _____

_____ Dollars ($_____),

as their interests appear for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this _____ day of _____, 19____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with the said Owner(s) for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefore is hereto attached.

NOW, THEREFORE, in the event that said PRINCIPAL, as such Contractor shall make payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, except that no change will be made which increases the total Contract Price more than twenty percent in excess of the original Contract Price without notice to the Surety, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

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PROVIDED, further, in the event that the said PRINCIPAL, as such Contractor, shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in such Contract the above bound Surety shall be liable for the payment of such labor, materials, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Chapter 1, Title 39, Alabama Code of 1975.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Chapter 1, Title 39, Alabama Code of 1975, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Director, Technical Staff, State Building Commission, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and Contract Agreement hereinbefore referred to, and the Bond for Performance of The Work executed under the provisions of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By _____

_____
Name

_____
Address

SURETY:

_____

By _____

_____
Name and Title

NOTE: Power of attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.

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GENERAL CONDITIONS OF THE CONTRACT

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I. CONTRACT DOCUMENTS:

The Contract consists of the following CONTRACT DOCUMENTS, including all additions, deletions, and modifications incorporated therein before the execution of the Contract Agreement:

A. STATUTORY AND PROCEDURAL DOCUMENTS:

1. Advertisement for Bids (Invitation for Bids)
2. Instructions to Bidders (Information for Bidders)
3. Proposal (Bid)
4. Proposal Guaranty (Bidder's Bond)
5. Contract Agreement
6. Contract Bonds (Performance and Material Bonds)

B. GENERAL CONDITIONS OF THE CONTRACT

C. DETAILED SPECIFICATION REQUIREMENTS

D. DRAWINGS

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2. **DEFINITION, INTENT, CORRELATION, AND STREAMLINING:**

A. DEFINITIONS:

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

1. **ARCHITECT:** The architect, architectural firm, association, or corporation employed by the Owner, or, in case of the termination of this employment, his successor designated by the Owner, to furnish the working drawings and specifications in the Contract Documents, to prepare the Contract Documents, prepare details and explanatory drawings, and provide architectural instructions necessary for the execution of the Work, and to check and approve manufacturers' data and shop drawings, subject to final approval by the Director, and when so provided in his contract, to exercise general administration of the Contract under the direction of the Director.

2. **BIDDER:** The Person, or persons, firm, partnership, association, corporation, or combination thereof, submitting a Proposal for the Work, or any portion thereof, acting directly or through a duly authorized representative.

3. **COMMISSION:** The Alabama Building Commission, or any agency that may be designated by the Legislature as its successor.

4. **CONTRACT AGREEMENT:** The written Contract Agreement executed between the Owner and the successful Bidder, covering the performance of the Work, by which the Contractor is bound to perform the Work and furnish the labor, materials, and equipment under the terms of the Contract Documents, and by which the Owner is obligated to compensate him therefor at the mutually established and accepted rate or price, or as hereinafter provided.

5. **CONTRACT BONDS:** The approved bonds furnished by the Contractor and his Surety to guarantee both completion of the Contract in accordance with the Contract Documents and prompt payment to all persons supplying him or them with labor, materials, supplies, etc.

6. **CONTRACTOR:** The person or persons, firm, partnership, association or corporation, or combination thereof, the Party of the Second Part to the Contract that has entered into a Contract awarded him by the Owner for any work covered by the Contract Documents, acting directly or through his agents or employees.

7. **DIRECTOR:** The Director, Technical Staff, of the State Building Commission, acting either upon his own initiative or through the Deputy Director, the Assistant Director, Division Chiefs, or other duly authorized Supervisors and Inspectors, acting severally within the scope of the particular duties entrusted to them or the authority given them. The Director in person is the arbiter of the Contract involving the use of State Building Commission funds or where the State Building Commission is designated by Legislative Act as the supervisory agent.

8. **MODIFICATIONS OF THE GENERAL CONDITIONS:** Changes or modifications of the parts of the Building Commission's Standard General Conditions.

9. **NOTICE TO PROCEED:** A proceed order issued by the Director, within fifteen (15) days after final execution of the Contract, unless both parties agree in writing to a stipulated extension in time for the issuance of a proceed order, fixing the time within which the Contractor shall begin the prosecution of the Work.

10. **OWNER:** The State of Alabama and/or County or City of Alabama, and/or institution, the Party or Parties of the First Part to the Contract, acting by and through the Commission.

11. **PROPOSAL:** The written offer for the Work contemplated, when made out and submitted by the Bidder in the required manner on the prescribed Proposal Form, properly signed and guaranteed.

12. **SPECIAL CONDITIONS:** Additional special or general requirements that are necessary and peculiar to the particular project and which are not included in the parts of the Building Commission's Standard General Conditions.

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13. **SPECIFICATIONS:** The general term comprising the Statutory and Procedural Documents, General Conditions of the Contract, the Detailed Standard and Project Specification Requirements, together with all modifications thereof and all Addenda thereto.

14. **SUBCONTRACTOR:** Any properly qualified individual, firm, association, or corporation undertaking the performance of any part of the Work under the terms of the Contract Documents by virtue of an agreement between himself and the Contractor with the written approval of the Director.

15. **SURETY:** The corporate body, licensed under the laws of Alabama, bound with and for the Contractor for the full and complete performance of the Contract and also for the payment of all claims recoverable under the Contract Bonds.

16. **THE PROJECT:** The total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

17. **THE WORK:** The Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

B. **INTENT:**

The intent of the Contract Documents is to include all labor, materials, water, fuel, tools, plants, utility, and transportation services, and all other incidental services and expenses necessary or required for proper execution and completion of the Work.

C. **CORRELATION:**

1. **ORDER OF PRECEDENCE:** Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given the same in the following order: (1) The Contract Agreement; (2) the Detailed Specification Requirements; (3) Details appearing on the Drawings; (4) The Working Drawings.

2. **WORDS AND TERMS:** Words used in the documents will be given their usual and common meaning unless from the entire Contract it is clear that some other meaning was intended. Words describing material or work which have a well known technical meaning or trade meaning unless specifically defined in the Contract Documents, will be construed in accordance with such well known meaning recognized by architects, engineers, and the trade. Technical terms will be construed in a technical sense, and a specially widely adopted trade meaning afforded certain terminology will be taken into account in any interpretation containing such terminology.

3. **GENERAL AND SPECIAL CONDITIONS:** Where both General and Special Conditions relate to the same thing, the Special will prevail; that is, the specific language will take precedence over the more general wording, however where both the General and Special Condition may be given reasonable effect, both are to be retained.

4. **PRINTING, TYPING, AND WRITING:** When a printed portion of the Contract Document cannot be reconciled with a typewritten portion, the latter will prevail. Various types of duplicating processes will be considered typewriting instead of printing. Also, if one is typewritten and the other written in longhand, the one written in longhand will govern. Likewise, written numbers will govern.

Written specifications will take precedence over drawings. If a correction is made in specifications or on a drawing and the original conflicting statement is not crossed out, then the revision, written in or drawn in, will be considered what was meant.

Obvious clerical or drafting errors or omissions revealed by perusal of the Contract Documents as a whole will be discounted in determining the intent of the parties, insofar as this may be accomplished without contravention of legal principles or public policy.

5. **DRAWINGS AND SPECIFICATIONS:** The intent of the Specifications is to outline or indicate items of work on both, that cannot readily be shown on the Drawings and, further, to indicate types and qualities

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of materials and workmanship. Drawings and Specifications will be considered complementary, and items of work mentioned or indicated on one and not on the other shall be included as if mentioned in both, except items definitely noted "Not in Contract", or Marked "N.I.C."

6. **CONTRACTOR'S CHECK:** Prior to the execution of the Work, the Contractor shall check the Drawings and Specifications and shall immediately report all errors, discrepancies, and/or omissions discovered therein by letter to the Architect with a copy to the Director. All such errors, discrepancies, and/or omissions will be adjusted by the Architect and/or the Director, who will notify the Contractor. Any adjustments made by the Contractor without prior approval will be at his own risk, and the settlement of any complications arising from such adjustment will be at his own expense.

7. **EXPLANATIONS:** Any doubt as to the meaning of the Specifications, or any obscurity as to the wording of them, will be explained by the Architect and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of the Specifications and Drawings and give them due effect, will be given by the Architect in writing.

D. STREAMLINING:

1. **OMISSION OF WORDS AND PHRASES:** The detailed Standard and Project Specifications are of abbreviated or "streamlined" type and include incomplete sentences in order to avoid cumbersome and confusing repetition of expression. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "as noted", or "as indicated on the Drawings", "according to the Drawings" are intentional. Omitted words or phrases will be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

Whenever in the Specifications or upon the Drawings, APPROVED, AUTHORIZED, CONTEMPLATED, CONSIDERED NECESSARY, DEEMED NECESSARY, DIRECTED, GIVEN, ORDERED, PERMITTED, PRESCRIBED, REQUIRED, or words of like import are used, they shall be construed to mean and intend "by the Director"; and, similarly, the words ACCEPTABLE, SATISFACTORY, or words of like import shall be construed to mean acceptable to or satisfactory "to the Director", unless otherwise expressly stated or the Contract clearly indicates another meaning.

Words "furnish", "install", "perform", "provide", and "work" shall mean that the Contractor shall furnish, install, perform, provide, and connect up complete in operative condition and use all materials, equipment, apparatus, and required appurtenances of the particular item to which it has reference.

2. **APPLICABLE PUBLICATIONS:** References to standard specifications, associations, bureaus, organizations, or industries, and the like, shall mean the latest edition of such references adopted and published at date of Advertisement for Bids.

3. **ADDITIONAL DETAIL DRAWINGS AND INSTRUCTIONS:**

Further information and instructions may be issued by the Director or prepared by the Architect and transmitted to the Contractor by the Director or the Architect, during the progress of the Work by means of additional detail drawings or otherwise as deemed necessary to make more clear or specific the Drawings and Specifications in the Contract Documents, when and as required by the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

Any discrepancies found between the Drawings and Specifications and site conditions shall be immediately reported in writing to the Architect who will promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors, or omissions shall be done at his own risk.

In case of differences between small and large scale drawings, the large scale drawings shall govern.

Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the Work.

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Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

If the Contractor considers that any work is required in a manner to make it impossible to produce first-class work, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with such work. If he fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

4. **COPIES FURNISHED CONTRACTOR:**

Except as otherwise provided, all required copies of Drawings and Specifications reasonably necessary for the execution of the Work will be furnished to the Contractor by the Architect or Director without charge. Other copies requested will be furnished at reproduction cost.

5. **SHOP DRAWINGS:**

The Contractor shall check the Contract Drawings for accuracy and verify with field measurements as necessary. He shall submit to the Architect, with his criticism and/or approval, all layouts, detail schedules, shop drawings, and setting or erection drawings as required by the Specifications or requested by the Director for proper installation of materials, without causing delay in the work. The Contractor shall check Subcontractors' shop drawings for accuracy and see that work contiguous with and having bearing on work indicated on shop drawings is accurately and distinctly illustrated. Shop drawings shall be dated, numbered consecutively, show working and erection dimensions and necessary details, including complete information for connecting to other work. Any work required by shop drawings that is fabricated by the Contractor prior to approval shall be at his own risk.

All drawings and schedules, accompanied by a letter of transmittal containing project number, number of drawings, titles, or other pertinent data, shall be submitted to the Architect in quintuplet by the Contractor (with his stamp of approval thereon) sufficiently in advance of construction requirements to allow checking, correcting, resubmitting, and rechecking. A duplicate of said letter, only, shall be mailed simultaneously to the Director. If shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reasons, specific mention of such variations shall be made in the letter of submittal.

Satisfactory drawings will be so identified, dated, approved, and three copies or sets returned to the Contractor by the Architect. Should shop drawings be disapproved, three sets will be returned to the Contractor by the Architect indicating corrections and changes to be made.

Such corrections, changes, including design and artistic effect, shall be made by the Contractor and bound sets of shop drawing prints shall be submitted in quintuplicate to the Architect until final approval is obtained. No corrections or changes indicated on shop drawings will be considered as Extra Work.

The approval of shop drawings, schedules, and setting drawings will be general and: except in departures found to be in the interest of the Owner and so minor as not to involve a change in the Contract Price or performance time; shall not be construed (1) as permitting any departure from contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist in shop drawings or schedules; (3) as approving departures from Drawings and Specifications or from additional details or instructions previously furnished by the Architect, unless he has in writing called attention to such deviations at the time of submission, and secured written approval.

6. **PROJECT AND RECORD DOCUMENTS:**

The Contractor shall keep on the site of the work in good order, at least one set of his Contract Drawings including shop drawings, Specifications, and all authorized Change Orders, and shall at all times give the Owner, Architect, Commission, Department, and their representatives access thereto.

The Contractor shall also keep in his office on the site of the work the two sets of Contract Drawings and Specifications furnished by the Owner, herein referred to as RECORD DRAWINGS, on which shall be

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recorded all work as built or installed, and such other information as is specified or required. He shall carefully draw and letter notes of explanation, in ink, on both sets of Record Drawings, or furnish two copies of detailed sketches as the Director may require, as a fully dimensioned record of all work. The Record Drawings, supplemented by any detailed sketches deemed necessary, shall indicate the Work "AS BUILT". The Contractor will be required to prepare new drawings if the indications on the Record Drawings or the detailed sketches are illegible or otherwise unsatisfactory for future reference. Each record of correction made on such drawings will be initialed and dated by the Supervisor or Inspector.

7. **OWNERSHIP OF DRAWINGS:**

All original or duplicated Drawings and Specifications, and other data prepared by the Architect, and copies thereof prepared and furnished to the Contractor by the Architect are the property of the Architect.

Upon completion of the Work all copies of Drawings and Specifications, with the exception of two sets retained by the Contractor, and two sets of RECORD DRAWINGS, shall be returned by the Contractor to the Architect. The Record Drawings will be delivered by the Architect to the Owner on completion of the Work.

8. **SAMPLES:**

The Contractor shall, without undue delay, furnish and submit to the Architect any samples that require the Architect's approval, and also any samples that may be requested by the Director, of any and all materials or equipment he proposes to use, and shall prepay all shipping charges on the samples. Samples shall be furnished sufficiently in advance to allow the Architect and/or Director reasonable time for examination, investigation, or consideration, without delay to the Work.

The Contractor shall provide Subcontractors and his prospective manufacturers, material dealers or suppliers with complete information of pertinent contract requirements and all transactions therewith shall be through the Contractor.

No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been received, save only at the Contractor's risk and expense.

Each sample shall have a label indicating the material represented, its place or origin and the name of the producers, the Contractor, and the building or Work for which the material is intended. Where manufacturer's printed instruction for installations are required, duplicate copies of such directions shall be submitted with samples.

Samples of finished material shall be marked to indicate where the materials represented are required by the Drawings or Specifications.

A letter, submitting each shipment of samples shall be mailed by the Contractor to the Architect containing a list of the samples, the name of the building or Work for which the materials are intended, and the brands of materials and names of the manufacturers.

After a material has been approved by the Architect with the approval of the Director, if required, no additional samples of that material will be considered and no change in brand or make will be permitted.

Approved samples of hardware, in good condition, may be suitably marked for identification and used in the Work.

The approval of any sample by the Architect or Director will be only for the characteristics or for the uses named in such approval and shall not be construed in itself to change or modify any Contract requirements.

Failure of any materials to pass the specified 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.

Test samples as the Architect or Director may deem necessary, will be produced from the various materials delivered to the Contractor for use in the Work. If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials shall be subject to removal and

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replacement by the Contractor with materials or equipment meeting the specification requirements, the defective materials may be permitted to remain in place subject to proper credit or adjustment of the Contract Price as hereinafter set forth under DEDUCTIONS FOR UNCORRECTED WORK.

The costs of tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

9. PROGRESS SCHEDULE AND CHARTS:

The Contractor shall within five days, or within such time as determined by the Director, after date of commencement of work, prepare and submit to the Architect for approval a practicable schedule showing the order in which the Contractor proposes to carry on the Work, the date he will start the several salient features, including procurement of material, plant, and equipment and the contemplated date of completing same.

The schedule shall be in the form of a conventional Progress Chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart his actual progress, preferably at the end of each week, but in any event at the end of each month, and deliver to the Architect two copies thereof and attach one to his monthly Application for Partial Payment.

If, in the opinion of the Architect or the Director, the Contractor falls materially behind his progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Architect or the Director may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, and to submit for approval such supplementary schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

Failure of the Contractor to comply with the requirements of the Architect or the Director as above set forth will be grounds for determination by the Architect or the Director that the Contractor is not prosecuting the Work with such diligence as will insure completion within the Contract Time. Upon determination of unreasonable delay the Owner may terminate the Contractor's right to proceed with the Work, or any separable part thereof.

10. MATERIALS, EQUIPMENT, AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall furnish all material, equipment, tools, labor, water, light, power, transportation, other services or facilities and incidentals for the proper execution and completion of the Work. Unless otherwise stipulated all materials and equipment incorporated in the Work shall be new.

All labor shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments or trades. Workmen whose work is unsatisfactory to the Architect or the Director, or who are considered unfit or unskilled, or otherwise objectionable, shall be dismissed upon notice from the Architect.

11. EQUIPMENT AND MATERIAL DEVIATIONS:

Whenever any material or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's names, model numbers, etc., it is intended to establish a required standard of design and quality, and is not intended to limit competition. It shall be expressly understood that the phrase "or approved equal" is hereby inserted following the naming of manufacturers for any material or equipment, whether such phrase occurs in the specifications, or not.

When the specifications and/or drawings indicate only one or two manufacturer's names for material or equipment to be used, the bidder may submit his bid based on material or equipment of manufacturers not named but considered by the bidder to be equal to the standard of design and quality as specified, however, such substitutions must be approved by the Architect. If the bidder elects to bid on a substitution without securing written approval of the Architect prior to receipt of bids, then it will be understood that proof of compliance with specified requirements is the direct responsibility of the bidder and no such material or equipment may be purchased or installed without written approval by the Architect.

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When the specifications and/or drawings indicate three or more manufacturer's names for material or equipment to be used, the bids shall be based upon the equipment and material so named, unless the bidder desires to bid on an "approved equal". In case the bidder desires to substitute an "equal" he must secure written approval by the Architect of qualification to bid prior to date for receiving bid. If no request to substitute an "approved equal" is made by the bidder, and approved by the Architect, then it will be expressly understood that all such material and equipment so named or described in the specifications and on the drawings will be furnished in full accordance with the Contract Documents.

12. ROYALTIES, PATENTS, AND COPYRIGHTS:

The Contractor shall pay all royalties and license fees. The Contractor shall hold and save the Owner and his agents and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner.

If the Contractor has information that any process, article or item specified or delineated by the Architect is an infringement of a patent, or a copyright, he shall promptly give such information to the Architect.

13. SURVEYS, PERMITS, LAWS, AND REGULATIONS:

The Contractor shall provide competent engineering services to execute the Work in accordance with contract requirements. He shall verify the figures given for the contours, approaches and locations shown on the Drawings before undertaking any construction work and be responsible for the accuracy of the finished work. Without extra cost to Owner, he 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.

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 slope stakes, batter boards and other working points, lines and elevations.

If the Contractor finds any errors or discrepancies, or that any previously established references have been destroyed or misplaced, he shall promptly notify the Architect.
The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connection to outside service and the use of property, other than the site of the Work, required for the execution and completion of the Work.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and building code requirements applicable to or bearing on the conduct of the Work unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of the Contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Architect, and any necessary adjustment of the Contract will be made as hereinafter specified under CHANGES IN THE WORK.

The Contractor shall pay all applicable federal, state, and local taxes except taxes and assessments on the real property of the site of the Work.

Whenever the law of the place of building requires a special sales tax, consumer, use, occupation, or other tax, the Contractor shall pay such tax.

14. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times adequately maintain, guard and protect his own work from damage, and safely guard and protect the Owner's property from injury of loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner.

He shall adequately protect adjacent property as provided by law and Contract Documents.

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Any damage to existing structures, or the interruption of a utility service shall be repaired or restored promptly by and at the expense of the Contractor.

The Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the Architect or Director, and be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or grass areas by equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved, as above required, that may be destroyed or damaged.

The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by state or municipal laws and regulations or local conditions.

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the latest edition of the Manual of Accident Prevention in Construction of the AGC to the extent that such provisions are not in contravention of applicable laws.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor may act, without previous or special instructions from the Owner, the Architect, or the Director, at his discretion; and he shall so act without appeal, if so instructed or authorized by the Architect or the Director.

Any compensation claimed by the Contractor as Extra Work on account of emergency work, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Architect and Director who will determine the amount of compensation.

15. CLIMATIC CONDITIONS:

When so ordered by the Architect or Director, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

16. TEMPORARY HEATING:

The Contractor shall provide heat, fuel, and services as necessary to protect all work and materials against injury from dampness and cold until final acceptance of all work in the Contract, unless the building or buildings are fully occupied by the Owner prior to such acceptance, in which case the Owner will assume all expense of heating from the date of occupancy. The Contractor shall provide heat and weather protection as follows:

1. At all times during the placing, setting, and curing period of concrete, sufficient heat to insure the heating of spaces to not less than 50°F.

2. From the beginning of the application of plaster and during the setting and curing period, sufficient heat to produce a temperature of not less than 50°F.

3. For a period of ten days previous to the placing of interior wood finish work and throughout the placing of wood finish and other interior finishing, varnishing, painting, etc., and until final acceptance of the Work, sufficient heat to produce a temperature of not less than 70°F.

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4. Provide temporary closures for windows, doors, and all temporary openings and take every reasonable precaution to prevent the escape of warm air from or entrance of cold air into the building. Except as elsewhere called for, the temperature required in the unoccupied spaces will be from 45°F. To 65°F.

17. **INSPECTION OF THE WORK:**

The Architect, the Director, any state agency 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 Specifications, shall be subject to inspection, examination, and test by the Architect (or his duly authorized representative) at any and all places where such manufacture and/or construction are being carried on. The Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises.

The Director will appoint or assign architectural and engineering Inspectors, with designated duties and restricted authority, to inspect the Work as he may direct, or to make special inspections requested in advance by the Contractor, and to report to him progress of the Work, and manner of procedure, quality of the material and workmanship, and compliance with the Contract Documents. Inspectors shall have the authority to give directions for the safety and convenience of the public, and concerning the conduct of the Work: to advise the Contractor to avoid his making errors and to expedite his correction of deviations in the Work, to reject materials, workmanship, or equipment clearly defective or otherwise not in accordance with the Drawings and Specifications; but neither the presence nor absence of such Inspectors shall relieve the Contractor from any contract requirement.

Neither the Inspectors, nor the Architect, will be 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 Drawings and Specifications; nor shall they supervise and direct work for the Contractor, nor unreasonably interfere with the Contractor's operation beyond the extent necessary to make certain that the Work is being carried out according to the contract requirements.

Any advice which they may give the Contractor shall in nowise be construed as binding the Owner or the Director in any way, nor as releasing the Contractor from any of the contract requirements.

If the Contractor considers any work demanded of him to be outside the contract requirements, or any record or ruling of the Architect or an Inspector to be unfair, he may immediately, upon such work being demanded or ruling made, request written instructions from the Architect, or Inspector, or within ten days file an appeal with the Director, stating clearly and in detail the basis of his objections. However, pending the Director's decision on such appeal no work shall be done in disregard of the rulings of the Architect or Inspector or his instructions on items of work affected by such appeal.

The Contractor shall furnish promptly, without extra compensation, all reasonable facilities, labor, and material necessary for safe and convenient access, inspection, and tests that may be required by the Architect or Director. All inspections and tests will be performed in such a manner as not to cause unnecessary delay of the Work. Special, full size, and performance tests shall be as described in Sections of the Specifications. The Contractor may be charged any extra cost of inspection incurred by the Owner on account of material and workmanship not being ready at time of inspection set by the Contractor.

Should the Architect or Director consider it necessary or advisable, at any time before final acceptance of the Work, to make an examination of work already completed by uncovering, or removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, work of examination and replacement will be considered and compensated for as Extra Work ordered by the Architect or Director and, in addition, if completion of the Work has been delayed thereby, an extension of time will be granted for such delay as estimated by the Architect or Director.

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When the Architect considers the Work as nearing completion, or substantially completed, or within five days after being notified by the Contractor that the Work is completed, the Architect and the Director or his representatives, duly authorized in writing, will inspect all the work included in the Contract Documents. If he finds that the Work has not been satisfactorily completed he will notify the Contractor, in writing, as to the work to be done or the particular defects to be remedied to place the work in condition satisfactory for acceptance. After the work has been satisfactorily completed, the Architect and the Director will make the final inspection or inspections and notify the Contractor in writing when the Work has been finally accepted.

18. SUPERINTENDENCE AND SUPERVISION:

The Contractor shall give his personal superintendence of the Work, using his best skill and personal attention, or have a qualified superintendent, and any necessary assistants acceptable to the Architect, on the Work at all times during progress, and with full authority to act in his behalf. All directions given the superintendent in the Contractors absence by the Architect or the Director or his representative shall be considered as given the Contractor. The Contractor shall not remove a superintendent from the Work who is satisfactory to both him and the Architect, except with the Architect's consent, unless he ceases to be in his employ.

In general, important verbal instructions will be confirmed in writing to the Contractor, and these and any other instructions, always upon written request of the Contractor.

The Contractor shall carefully study and compare all Drawings, Specifications, other instructions and related data, and at once report in writing to the Architect, any inconsistency, discrepancy, error, or omission he may discover, for adjustment by the Architect. However he shall not be liable to the Owner for any damage resulting from any errors or deficiencies in the Contract Documents, except that adjustments made without prior approval will be at his own risk.

19. CHANGES IN THE WORK:

The Owner may at any time make changes in the Work by changes in the Drawings and Specifications of the Contract and within the general scope thereof. Changes will be in the form of a Contract Change Order based upon a written request of the Owner and a written proposal of the Contractor. All Change Orders will require consent of Surety by endorsement of the Change Order form. In making any change, the charge or credit for altering, adding to or deducting from the Work shall be determined by one of the following methods selected by the Owner:

(1) By mutually agreed price or prices which will be added to or deducted from the Contract Price. Additions to the contract price shall include the Contractor's overhead and profit but shall not exceed 15 percent. Where sub-contract work is involved the total mark-up for the Contractor and the sub-contractors shall not exceed 25%. No allowance for overhead and profit shall be figured on any change which involves a net credit to the Owner.

(2) By estimating the number of unit quantities of each part of the Work which is changed and then multiplying the estimated number of such unit quantities by the applicable unit prices, if any, set forth in the Contract, or other mutually agreed unit prices.

(3) By ordering the Contractor to proceed with the Work on a cost-plus-percentage-of-the-cost basis and to keep and present in such form as the Director will approve, duplicate itemized statements of the cost of the change together with all vouchers therefor, detailed as to the following items:

(a) Name, classification, date, daily hours, total hours, rate, and extensions for such laborers and pro-rata charges for foreman.

(b) Designation, dates, daily hours, total hours, rental rate, and extensions for each piece of equipment or power tool actually used.

(c) Quantity of each material item actually used and extension.

(d) Transportation on materials used.

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(e) Power and all items of cost such as cost of property damage, public liability and workman's compensation insurance, also social security, old age and unemployment insurance.

(f) The percentage allowance for the Contractor's overhead and profit shall not exceed a total of 15 percent of the net cost of above items (a), (b), (c), (d), and (e). The percentage allowance for overhead, shall include the cost of insurance other than above-mentioned in (e), bonds, superintendent, timekeeper, clerks, watchman, use of small tools, incidental job burdens, and general office expenses.

(g) The credits to the Owner for deductive changes shall be the net cost to the Contractor, excluding project overhead and profit.

The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices to be used in estimating the value of any change that might be ordered.

20. CLAIMS FOR EXTRA COST OR EXTRA WORK:

If the Contractor claims that any instructions, by drawings or otherwise, are not in accordance with the Contract Documents, and involve extra cost under the Contract, he shall give the Architect and the Director written notice thereof within ten (10) days after receipt of such instructions, and in any event before proceeding to execute the work, and the procedure shall then be as above under 19, CHANGES IN THE WORK. Otherwise no such claim will be considered.

21. DEDUCTIONS FOR UNCORRECTED WORK:

If the Owner deems it expedient to correct work injured or installed at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow part or all of such work to remain in place, provided an equitable deduction from the Contract Price is offered by the Contractor and approved by the Director.

22. DELAYS: EXTENSION OF TIME:

Delays: A delay beyond the Contractor's control at any time in the progress of Work by an act or omission of the Owner or the Architect, or the Director or by any other Contractor employed by the Owner, or by strikes, lockouts, fires, abnormal floods, tornadoes, or other cataclysmic phenomenon of nature, may entitle the Contractor to an extension of time in which to complete the Work as determined by the Director provided, however, that the Contractor shall immediately give written notice to the Architect of the cause of such delay.

No such extension shall be made for delays due to rain, wind, flood, or other natural phenomenon of normal intensity for the locality, or for delay occurring more than seven (7) days before written claim therefor is submitted by the Contractor.

Extension of Time: In the event any material changes, alterations or additions are made as herein specified which in the opinion of the Director, will require additional time for the execution of any work under the Contract, then, in that case, the time of completion of the Work will be extended by such a period of time as may be fixed by the Director, and his decision shall be final and binding upon the Owner and the Contractor, provided that in such case the Contractor within seven (7) days after being notified in writing of such changes, alterations or additions shall request in writing an extension of time, but no extensions of time shall be given for any minor changes, alterations or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time required for the execution of the Work.

23. CORRECTION OF WORK BEFORE FINAL PAYMENT:

Any defective work, whether the result of poor workmanship, the use of defective materials, damage through carelessness of the Contractor or his employees, or any other cause, shall be removed from the premises within ten (10) days after written notice is given by the Architect, and promptly replaced and reexecuted by the Contractor in accordance with the contract requirements and without expense to the Owner. The Contractor shall also bear the expense of making good all work of the Owner or his other contractors destroyed or damaged by such removal and replacement.

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24. CORRECTION OF WORK AFTER FINAL PAYMENT:

Verification and approval of the Final Application for Payment and the making of the Final Payment by the Owner shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner or the User shall promptly give notice of observed defects due to faulty materials or workmanship, and any damage to other work resulting therefrom, and in accordance with the terms of any special guarantees provided in the Contract, and the Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the Work or Final Payment therefor, whichever is prior. All questions arising hereunder, notwithstanding Final Payment, shall be decided by the Director.

25. OWNER'S RIGHT TO CORRECT DEFICIENCIES:

Upon Failure or neglect by the Contractor to properly prosecute, or to perform the Work in accordance with the Contract Documents, including any requirements with respect to the Progress Schedule and/or Charts, and after ten (10) days written notice to the Contractor by the Director, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies and may deduct the actual cost thereof to the Owner from payment then or thereafter due to the Contractor, provided, however, that the Director shall approve both such action and the amount charged the Contractor.

26. OWNER'S RIGHT TO TERMINATE CONTRACT:

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or the instruction of the Director or the Architect, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Director that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, ten (10) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment, and appliances thereon and finish the Work by whatever method he may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional architectural, engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Director.

27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:

If the Work should be stopped under an order of any court, or other public authority, for a period of ninety (90) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon fourteen (14) days written notice to the Owner and the Director stop work or terminate this Contract and the Owner(s) will reimburse the Contractor for all work properly executed and any proven loss sustained upon any plant or materials and any other proper item of damage certified by the Director.

28. APPLICATIONS FOR PARTIAL AND FINAL PAYMENTS:

Unless otherwise provided in the Special Conditions or the Contract Agreement, the Owner(s) will make partial payments to the Contractor on or about the fifteenth day of each calendar month, or as soon thereafter as practicable, on the basis of a duly certified and approved estimate of work as prepared by the Contractor on an Application for Payment form approved or furnished by the Director and submitted to him through the Architect on or before the fifth day of the month.

The Contractor shall, within ten (10) days after the Notice to Proceed, submit to the Architect on the Application for Payment form, a complete breakdown or schedule of values of the Contract Price showing the value assigned to each of the various parts of the Work, including an allowance for overhead and profit, aggregating the total Contract Price so divided as to facilitate Payments to Subcontractors. Upon approval, this breakdown of the Contract Price, unless later found to be in error, shall be used as a basis for all Applications for Payment.

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An Application for Partial Payment may include the Contractor's cost of materials not yet incorporated in the Work, but delivered and suitably stored on the site.

In making Partial Payments there shall be retained five (5) percent of the estimated amount of work done and the value of the materials stored for the work until completion of fifty (50) percent of the Contract, after which no additional retainage will be withheld.

The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give notice of said completion by an advertisement for a period of four (4) successive weeks in some newspaper of general circulation published within the county where the Work was performed. Proof of publication of said Notice in duplicate shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Notice 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 (30) days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall be due as noted by the Director's verification of the Final Application for Payment.

29. VERIFICATION, CERTIFICATION, AND APPROVALS FOR PAYMENT:

When the Contractor has made application for payment as above, the Director shall, not later than the date when each payment falls due, verify the Application for Payment to the Contractor for such amount as he decides to be properly due, or state in writing to the Contractor his reasons for withholding verification in whole or in part, and transmit it to the Owner for the necessary approvals and payment by the Owner.

No such verification nor payment made to the Contractor, nor partial or entire use of occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

30. PAYMENTS WITHHELD:

The Owner may withhold payment of the whole or any part of a verified or approved Application for Payment to such an extent as may be necessary to protect himself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

A. Defective work.

B. Evidence indicating probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to promptly make payments to Subcontractors, or for materials, labors, foodstuffs, and supplies.

D. Damage to another contractor under a separate Contract with the Owner.

When the above grounds are removed applications for payments will then be verified and/or approved for amounts not previously verified and approved because of them.

31. CONTRACTOR AND SUBCONTRACTORS INSURANCE:

The Contractor shall not commence work under the Contract until he has obtained all insurance required thereunder from an insurance company authorized to do business in Alabama, and shall have filed the certificate of insurance showing type of coverage and correlation between the insurance furnished and that required or the certified copy of the insurance policy with the Director through the Architect; nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until all similar insurance has been so obtained and filed. Each insurance policy shall contain a clause that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. The amounts of such insurance shall not be less than the following:

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A. Workmen's Compensation and Employer's Liability:	$	Statutory
B. Public Liability, Bodily Injury and Property Damage:		
Injury or death of one person:	$	50,000
Injury or death to more than one person in a single occurrence:	$	200,000
Property Damage:	$	50,000
C. Automobile and Truck Liability, Bodily Injury and Property Damage:		
Injury or death to one person:	$	50,000
Injury or death to more than one person in a single occurrence:	$	200,000
Property Damage:	$	50,000
D. Indemnity:		See Below

The Contractor shall assume all liability for and shall indemnify and save harmless, the State, Owners, Architect, and employees of the Commission, from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by any one directly or indirectly employed by either of them, occurring on or about the premises, or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the Contract. The obligations of the Contractor under this Paragraph 31-D shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor shall take out, and maintain during the life of the Contract, insurance covering his liability under the above save harmless provision, and shall show evidence of coverage on the certificate of coverage previously noted.

32. **OWNER'S FIRE INSURANCE:** (NONE UNLESS PROVIDED IN THE MODIFIED GENERAL OR SPECIAL CONDITIONS.)

When so provided in the MODIFIED GENERAL OR SPECIAL CONDITIONS the Owner will effect and maintain fire insurance with extended coverage upon the entire structure on which work of this Contract is to be done and upon all materials, in or adjacent thereto and intended for use thereon to at least 80% of the insurable value thereof. The loss, if any, is to be made adjustable with, and payable to the Owner as trustee for whom it may concern. Where the Owner effects and maintains such insurance and the contract pertains to a building which is an addition to an existing building, the Owner will add the Contractor as an additional insured to the policy or policies of insurance covering the existing building.

33. **FIRE INSURANCE, EXTENDED COVERAGE, VANDALISM AND MALICIOUS MISCHIEF:** Unless otherwise provided in the MODIFIED GENERAL OR SPECIAL CONDITIONS, the Contractor shall, at his own expense, insure the Work included in the Contract against loss or damage by fire, and against loss or damage covered by the standard extended coverage endorsement, in an insurance company or companies, qualified to do business in Alabama and acceptable to the Owner, the amount of insurance at all times to be at least equal to the amount paid on account of work and materials incorporated in the Work and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owners and the Contractor and all Subcontractors as their interests appear, and certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Director through the Architect before partial payments are made.

When changes in scope of the work by written Change Order of Change Orders aggregate an amount equal to 15% of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy of the insuring company for increasing the coverage.

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34. CONTRACT BONDS:

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract, and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly (arising out of any failure to perform same), the successful Bidder to whom the Contract is awarded shall, WITHIN TEN (10) DAYS FROM THE DATE OF THE AWARD, unless otherwise stipulated in the Modified General Conditions, furnish at his own expense and file with the Owner an acceptable Surety Bond in an amount equal to one hundred (100) percent of the contract bid price of the Contract awarded. Said Bond shall be made on the approved bond form, shall be furnished by a reputable surety company authorized to do business in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the State under the Bond, including architectural, engineering, administrative, and legal services, shall lie against the Contract Bond for performance of the Work.

In addition thereto the successful Bidder to whom the Contract is awarded shall, within ten (10) days, unless otherwise stipulated in the Modified General Conditions, furnish at his expense and file with the Owner an acceptable surety bond for Payment of Labor, Materials, Feedstuffs, and Supplies, payable to the Owner in amount not less than fifty (50) percent of the Contract Price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, foodstuffs or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said bond. The date of neither bond shall be earlier than the date of the Contract Agreement.

Changes in the scope of the Work by written contract Change Order shall be endorsed by the surety giving his consent to the change. See Paragraph 19.

Bonds shall remain in force during the entire guarantee period stipulated in Paragraph 24.

35. DAMAGES:

Should either party of the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the other party within a reasonable time of the first observance of such damage, and not later than the date of the Application for Final Payment, except as expressly stipulated otherwise in the case of faulty work or materials.

36. CLAIMS:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all claims arising out of the Contract, or receipts in full lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any claims. If any claims remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a claim, including all costs and a reasonable attorney's fee.

37. ASSIGNMENT:

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of the Owner.

38. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If the Contractor or any of his Subcontractors cause any loss or damage to any separate contractor with a prior, concurrent or subsequent contract on the Work or on the site, or any undue delay to such separate contractor on the Work or on the site, and if such contractor makes claim against the Owner, on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses arising therefrom.

39. SEPARATE CONTRACTS:

The Owner may award other contracts for additional new construction, buildings or equipment, or for reconstruction, alteration, equipment, and improvement of existing buildings on the site, and the Contractor shall fully co-operate in the storage of materials and the detailed execution of work, coordinate and integrate his operations with such other contractors, and carefully fit his own work to that provided under other contracts, as he may be directed by the Director. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

The Contractor, including his Subcontractors, shall keep himself informed of the progress and the detail work of other contractors and shall notify the Director immediately of lack of progress or defective workmanship on the part of other contractors, where such delay or such defective workmanship will interfere with his own operations of the work.

40. SUBCONTRACTS:

Concurrent with the execution of the Contract by the contractor he shall submit in writing in five (5) counterparts to the Architect for approval by the Architect and the Director the names of the Subcontractors proposed for the work. Subcontractors that have been so approved may not be changed thereafter except at the request of or with the approval of the Director.

The Contractor shall not employ any subcontractor to whom the Owner or Director may have a reasonable objection, but he will not be required to employ any subcontractor against whom he himself has a reasonable objection.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall be construed as creating any contractural relationship between any Subcontractor and the Owner.

41. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS:

The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work, to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and to give the Contractor the same power as regards terminating any Subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

The Articles, Divisions, Sections, or Paragraphs of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

The Contractor shall be responsible for the coordination of Subcontractors, of the trades, and material men engaged upon his work.

The Contractor shall, without additional expense to the Owner, utilize the services of speciality subcontractors on those parts of the work which are specified to be performed by speciality subcontractors.

The Owner or the Director or the Architect will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

42. ARCHITECT'S STATUS:

The Architect named in the Contract Documents, who prepared and furnished the Working Drawings and the Specifications contained therein, will prepare details and explanatory drawings, and provide instructions during the progress of the work for transmittal by the Director or Architect as above set forth under paragraph 3. ADDITIONAL DETAIL DRAWINGS AND INSTRUCTIONS. He will make his check of manufactures' data and shop drawings submitted by the Contractor for the Work as above set forth under paragraph 5. SHOP DRAWINGS.

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The Architect will endeavor to require the Contractor to strictly adhere to the plans and specifications, to guard the Owner against defects and deficiencies in the work of Contractors, and shall promptly notify the Owner in writing of any significant departure in the quality of materials or workmanship from the requirements of the plans and specifications, but he does not guarantee the performance of the contracts.

The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, unless spelled out in the Contract Documents, and he shall not be liable for results of the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Architect shall have the authority to require the Contractor to stop the Work whenever in his reasonable opinion it may be necessary for the proper performance of the Contract. The Architect shall not be liable to the Owner for the consequences of any decision made by him in good faith either to exercise or not to exercise his authority to stop the Work.

The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors agents or employees, or any other persons performing any of the Work.

43. ARCHITECT'S DECISIONS:

The Architect's decisions in matters relating to the artistic effect of his work shall be final, if within the other terms of the Contract.

44. DIRECTOR'S DECISIONS:

Except as hereinabove provided, any dispute, claim, or question concerning the interpretation or meaning of the Contract Documents, or concerning a breach of the Contract, shall be submitted to the Director and his decision shall be final, binding, and conclusive on the parties to the Contract. He shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

45. CASH ALLOWANCES:

No cash allowances shall be included in the Contract Price unless specifically set forth under Special Conditions or Modifications to the General Conditions. When so included the Contractor shall purchase the "Allowed Materials" as directed by the Owner in the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the cash allowance, the contract price shall be adjusted accordingly. The adjustment in the contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

46. USE OF PREMISES: SANITARY PROVISIONS:

The Contractor shall take every precaution against injuries to persons or damages to property.

The Contractor shall comply with local and state regulations governing the operation of premises which are occupied and shall perform the Contract in such a manner as not to interrupt of interfere with the operation of the school or other facility.

The Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his work or the work of any other contractors.

Unless otherwise provided, temporary storage sheds, shops, and office facilities may be erected on the premises with the approval of the Architect, Owner, or the Director. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at his expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

[Removed image:]

Necessary crossings of curbings, sidewalks, roadways or parkways shall be protected against damage, and any damage shall be repaired by or at the expense of the Contractor.

The Contractor shall not place upon the Work or any part thereof loads inconsistent with the safety of that portion of the Work.

The Contractor shall perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without extra compensation.

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health and as directed.

47. CUTTING AND PATCHING:

The Contractor shall do all necessary cutting, fitting, and patching of the Work that may be required to properly receive the Work to make its several parts join together properly, receive and provide for the work of various trades, and be received by the work of other contractors, or as required by Drawings and Specifications to complete the Work. After such cutting, he shall replace or restore or repair and make good all defective or patched work as required by the Architect. He shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the Work, adjacent property, workmen, the public, or the work of any other contractor.

The Contractor shall have his Subcontractors check the location of all sleeves, openings, slots, etc., for the piping, ducts, breaching, conduits, louvers, grilles, fans, etc., as they are laid out on the job.

Provision for openings, holes, and clearances through walls, beams, floors, ceilings, and partitions shall be made and checked by the Contractor and/or his Subcontractor in advance of constructing such parts of the Work, and unnecessary, superfluous or dangerous cutting avoided.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe, plus its insulation, to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the Architect. Any plates, studs, or joists, and/or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their original strength by an approved method.

The Architect's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

48. PERIODIC AND FINAL CLEANUP:

The Contractor shall periodically, or as directed during the progress of the Work, clean up and remove from the premises all refuse, rubbish, scrap materials and debris caused by his employees, his Subcontractors, or resulting from his work, to the end that all times the premises are sanitary, safe, reasonably clean, orderly, and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window opening.

Before final completion and final acceptance the Contractor shall remove from the Owner's property, and from all public and private property, all tools, scaffolding, falsework, temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish and waste materials resulting from his operations or caused by his employees; and shall remove 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.

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

[Removed image:]

(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 dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, similar features; and freeing identification plates on all equipment of excess paint and the polishing thereof.

In case of failure to comply with the above requirements for any part of the Work within the time specified by the Architect, he may cause the Work to be done and deduct the cost thereof from the Contract Price on the next or succeeding Application for Payment.

49. GUARANTEE OF THE WORK:

Except as otherwise specified in the Modifications of the General Conditions or the Special Conditions all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract, or from full occupancy of the building by the Owner, whichever is earlier.

If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Director or Architect are rendered as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract requirements, the Contractor, shall, promptly upon receipt of notice from the Owner, and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and

(2) Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Director or Architect, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

(3) Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

In any case wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Director and guarantee such restored work to the same extent as it was guaranteed under such other contract.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work that may be stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

[Removed image:]

50. POSSESSION PRIOR TO COMPLETION:

The Owner shall have the right to use any completed or partially completed part of the Work. Such use shall not be deemed an acceptance of any work not completed in accordance with the contract requirements. If, however, such prior use by the Owner delays the progress of the Work or causes additional expenses to the Contractor, an equitable adjustment in the Contract Price and/or time of completion will be made and the Contract will be modified in writing accordingly.

51. LIQUIDATED DAMAGES:

Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection and supervision charges.

Therefore, a time charge equal to six percent interest per annum on the total Contract Price will be made against the Contractor for the entire period that any part of the Work remains uncompleted after the time specified for the completion of the Work as provided in the Contract Documents, the amount of which shall be deducted by the Director from the Final Estimate, and shall be retained by the Director out of money's otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, it being mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

52. USE OF FOREIGN MATERIALS:

In accordance with ACT 876 of the 1961 regular Session of the Alabama Legislature the Contractor shall use only materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable prices.

Breaching of this agreement shall render the Contractor liable for payment of liquidated damages in the amount of not less than $500.00 nor more than 20% of the gross amount of the contract.

This requirement applies to all contracts for public works financed entirely by the State of Alabama.

53. SIGN:

The General Contractor will erect a sign at the project site identifying the project and indicating that the State of Alabama is participating in the development of the project.

The project sign shall be in accordance with the drawing included hereinafter, placed in a prominent location and maintained in good condition until completion of the project.

[Removed image:]

ABC Form C-9
Oct 97

GENERAL CONTRACTOR'S ROOFING GUARANTEE

B. C. Project No. _____

Project Name & Address	Project Owner(s) & Address

General Contractor's Name, Address, & Telephone Number	EFFECTIVE DATES OF GUARANTEE
	Date of Acceptance:
	Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.

2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied; promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the general contractor did not damage or did not accomplish or was not charged to accomplish.

3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification or leaks or defects by the Owner or Architect.

[Removed image:]

A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: (1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and (2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.

B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.

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

D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 19 ____.

_____
General Contractor's Authorized Signature

_____
Typed Name and Title

[Removed image:]

ABC Form C-10(SHORT)
Oct 97

APPLICATION AND CERTIFICATE FOR PAYMENT

SHORT FORM

ESTIMATE No. _____
DATE: _____
B.C. No. _____

TO OWNER:	PROJECT:
FROM CONTRACTOR: FEIN _____	ARCHITECT/ENGINEER:

Item No.	Description of Work Item	Scheduled Value	% Compl.	Amount Complete
1.	General Requirements			
2.	Sitework			
3.	Concrete			
4.	Masonry			
5.	Metals			
6.	Wood and Plastic			
7.	Thermal and Moisture Protection			
8.	Doors and Windows			
9.	Finishes			
10.	Specialties			
11.	Equipment			
12.	Furnishings			
13.	Special Construction			
14.	Conveying Systems			
15.	Mechanical			
16.	Electrical			
TOTAL ORIGINAL CONTRACT CHANGE ORDER(S) No.s _____ through _____				
TOTAL CONTRACT TO DATE				

[Removed image:]

ABC Form C-10(SHORT)
Oct 97

APPLICATION AND CERTIFICATE FOR PAYMENT

SHORT FORM

ESTIMATE No. _____

B.C. No. _____

Brought Forward: TOTAL CONTRACT TO DATE ..... $		
AMOUNT COMPLETE	____ %	$
Stored Materials: *(List below or complete and attach Form ABC 6 - H-SM, Inventory of Stored Materials.)*		
Total Stored Materials		$
Total Completed Work and Stored Materials		$
Less Retainage		$
Total Due.		$
Less Total Previous Payments		$
Balance Due This Estimate		$

CONTRACTOR'S CERTIFICATION

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

By _____ Date _____

_____
(Title)

Sworn and subscribed before me this _____ day of _____

_____ L. S.
Notary Public

ARCHITECT'S CERTIFICATION

The Architect certifies to the Owner based on on-site observations in accordance with the Owner-Architect Agreement, that to the best of his knowledge the Work has progressed to the point indicated herein in accordance with the Contract Documents.

_____
(Architect)

By _____

Date _____

REVIEW AND APPROVALS

Approved by _____ _____ Date _____
(Owner) Signature

Reviewed by CONTRACT ADMINISTRATION, Alabama Building Commission _____ Date _____
Signature

Approved by DIRECTOR, Technical Staff, Alabama Building Commission _____ Date _____
Signature

Approved by _____ _____ Date _____
Signature

[Removed image:]

ABC Form C-10 (LONG)
Oct 97

APPLICATION AND CERTIFICATE FOR PAYMENT

LONG FORM

ESTIMATE No. _____
DATE: _____
B.C. No. _____

TO OWNER:	PROJECT:
FROM CONTRACTOR: **FEIN** _____	ARCHITECT/ENGINEER:

Item No.	Description of Work Item	Scheduled Value	% Compl.	Amount Complete
TOTALS THIS PAGE				

Page 1 of ___

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ABC Form C-10 (LONG)
Oct 97

APPLICATION AND CERTIFICATE FOR PAYMENT

LONG FORM CONTINUATION SHEET

ESTIMATE No. _____

B.C. No. _____

Item No.	Description of Work Item	Scheduled Value	% Compl.	Amount Complete
TOTALS THIS PAGE				

Page ____ of ____

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ABC Form C-10 (LONG)
Oct 97

APPLICATION AND CERTIFICATE FOR PAYMENT

LONG FORM

ESTIMATE No. _____

B.C. No. _____

_____

Brought Forward: TOTAL CONTRACT TO DATE ..... $ _____

AMOUNT COMPLETE ..... ____ % $ _____

Stored Materials: *(List below or complete and attach Form ABC 6 - H-SM, Inventory of Stored Materials.)*

Total Stored Materials $ _____

Total Completed Work and Stored Materials ..... $ _____

Less Retainage ..... $ _____

Total Due ..... $ _____

Less Total Previous Payments ..... $ _____

Balance Due This Estimate ..... $ _____

CONTRACTOR'S CERTIFICATION

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

By _____ Date _____

_____
(Title)

Sworn and subscribed before me this _____ day of _____

_____ L. S.
Notary Public

ARCHITECT'S CERTIFICATION

The Architect certifies to the Owner based on on-site observations in accordance with the Owner-Architect Agreement, that to the best of his knowledge the Work has progressed to the point indicated herein in accordance with the Contract Documents.

_____
(Architect)

By _____

Date _____

REVIEW AND APPROVALS

Approved by _____ _____ Date _____
(Owner) Signature

Reviewed by CONTRACT ADMINISTRATION, Alabama Building Commission _____ Date _____
Signature

Approved by DIRECTOR, Technical Staff, Alabama Building Commission _____ Date _____
Signature

Approved by _____ _____ Date _____
Signature

Page ____ of ____

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ABC Form C-10 SM
Oct 97

INVENTORY OF STORED MATERIALS

Project:

Contractor:

For Estimate No. _____

For Period Ending _____

B.C.No.

A	B	C	D	E	F
DECSRIPTION	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 "Stored Materials as of date of accounting" reported on APPLICATION AND CERTIFICATE FOR PAYMENT.

Page __ of __

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PROGRESS SCHEDULE AND REPORT	CONTRACTOR:	DATE OF REPORT
PROJECT		PROCEED DATE
B. C. No.	ARCHITECT:	PROJECTED COMPLETION DATE

WORK DIVISION	%	AMOUNT
1. GENERAL REQUIREMENTS		
2. SITEWORK		
3. CONCRETE		
4. MASONRY		
5. METALS		
6. WOOD AND PLASTIC		
7. THERMAL AND MOISTURE PROTECTION		
8. DOORS AND WINDOWS		
9. FINISHES		
10. SPECIALTIES		
11. EQUIPMENT		
12. FURNISHINGS		
13. SPECIAL CONSTRUCTION		
14. CONVEYING SYSTEMS		
15. MECHANICAL		
16. ELECTRICAL		
TOTAL ORIG. CONTRACT	100%	
ANTICIPATED DRAW IN $1,000		
ACTUAL DRAW IN $1,000		

100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%

LEGEND: ANTICIPATED ACTIVITY — ACTUAL ACTIVITY — ANTICIPATED CASH FLOW — ACTUAL CASH FLOW

USE ADDITIONAL SHEET IF JOB IS SCHEDULED MORE THAN 12 MONTHS

ABC Form C-11
Oct 97

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ABC Form C-12
Oct 97

CONTRACT CHANGE ORDER

Change Order No. _____ Date _____ B.C.No. _____

TO: (Contractor)	PROJECT: (Include PSCA or Owner's Project No.)

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 _____

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)

ORIGINAL CONTRACT SUM	$ _____
NET TOTAL OF PREVIOUS CHANGE ORDERS	$ _____
PREVIOUS REVISED CONTRACT SUM	$ _____
THIS CHANGE ORDER WILL (INCREASE) (DECREASE) THE CONTRACT SUM BY	$ _____
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	$ _____

EXTENSION OF TIME resulting from this Change Order _____ (Insert "None" or No. of days)

The amount of this Change Order will be the responsibility of _____ (Applicable only when there is more than one Owner.)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

_____ (Company)

By _____

RECOMMENDED

By _____ (Architect)

APPROVALS
STATE OF ALABAMA BUILDING COMMISSION

By _____ Director, Technical Staff

By _____

CONTRACTING PARTIES

_____ (Contractor)

By _____ (Member of Firm)

_____ (Awarding Authority - A)

By _____ (Officer - Title)

_____ (Awarding Authority - B)

By _____ (Officer - Title)

Attest to _____ (Title)

Page 1 of 1

[Removed image:]

TO: STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, AL 36130-1150
(334) 242-4082 FAX (334) 242-4182

ABC Form C-13
Oct 97

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROUTING PROCEDURES ON REVERSE SIDE

BC#_____

OWNER(S):	ARCHITECT:
CONTRACTOR:	BONDING COMPANY:
PROJECT:	

The work, or portion thereof as designated below, of the above-named project has been found to be substantially complete and the **Date of Substantial Completion thereof is hereby established to be** _____.

The substantially completed work, or designated portion of work, covered by this Certificate: _____

"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 the use intended, as represented by the contract documents. The Date of Substantial Completion is the date upon which all warranties for the designated work commence.

A list of items to be completed or corrected prior to Owner's approval of Final Payment is attached hereto and consists of ____ pages(s). This list 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 by _____ and notify the architect when all of these items are ready for re-inspection for final acceptance. Unless otherwise agreed in writing, warranties for all items on the attached list shall commence on the date of Final Payment.

Only <u>one</u> (1) originally executed substantial completion form should be routed for signature. B.C. office will forward the original to the owner and provide copies to all other parties.

RECOMMENDED BY:	
ARCHITECT: _____	DATE: _____
CONTRACTING PARTIES:	
CONTRACTOR: _____	DATE: _____
OWNER: _____	DATE: _____
_____	DATE: _____
APPROVALS:	
BUILDING COMM. INSPECTOR: _____	DATE: _____
BUILDING COMM. CHIEF INSPECTOR: _____	DATE: _____
BUILDING COMM. DIRECTOR: _____	DATE: _____

Page 1 of 1

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ABC Form C-14
Oct 97

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____,
(Contractor)
Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment) (Improvement) of _____
(Name of Project)

at _____
(Insert location data in County or City)

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

_____

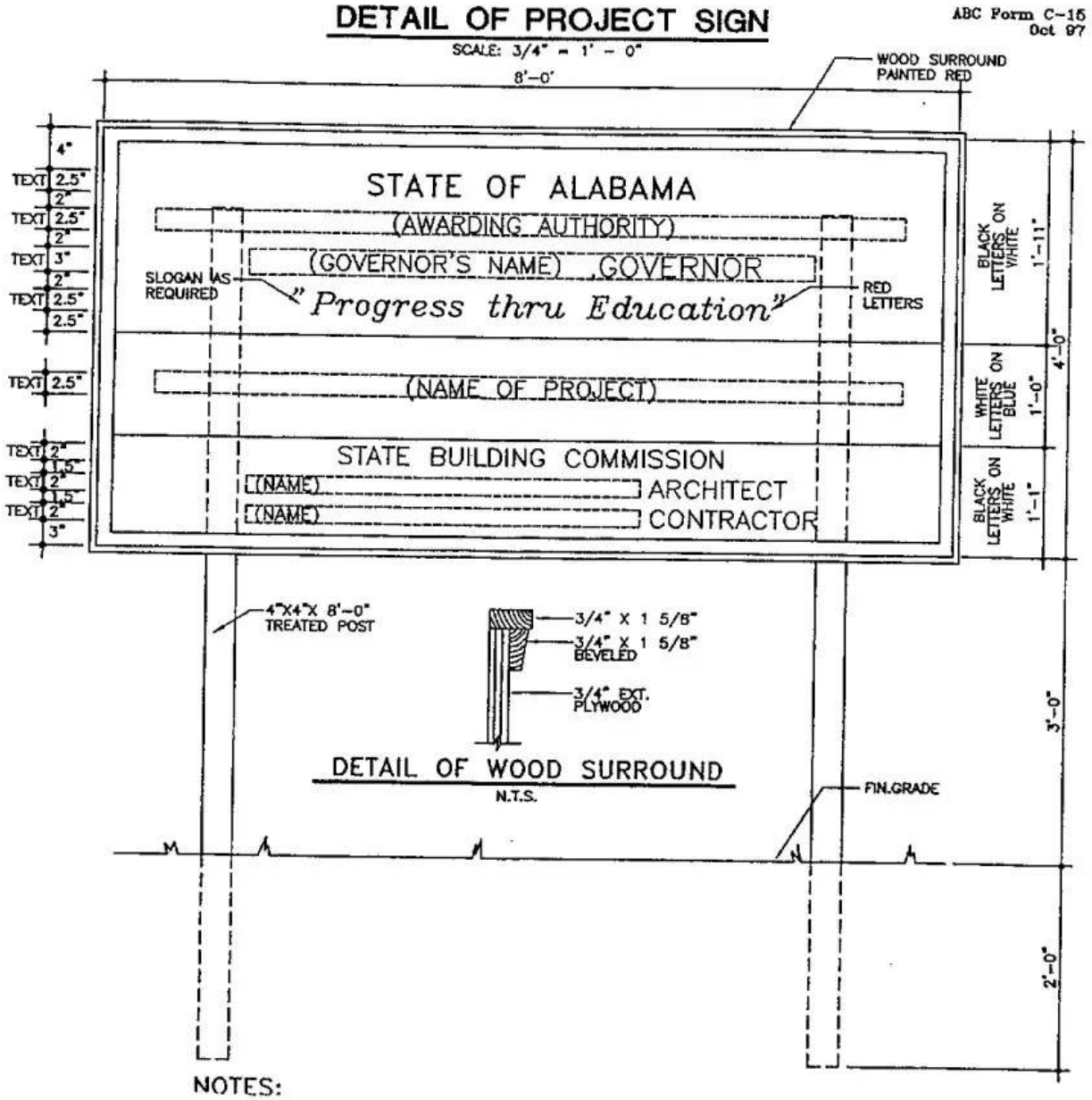
_____
(Architect)

_____
(Contractor)

_____
(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding $50,000.00, for projects of less than $50,000.00, run one time only. Proof of publication is required.

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NOTES:

1. SIGN TO BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD.
2. PAINT WITH 2 COATS BEST GRADE EXTERIOR PAINT BEFORE LETTERS ARE PAINTED.
   OPTION:
   IN LIEU OF PAINTED LETTERING ON PLYWOOD, A CORRUGATED PLASTIC SIGN (DISPLAYING THE SAME LETTERING, LAYOUT, AND COLORS AS ABOVE) MAY BE SECURED DIRECTLY TO TO UNPAINTED EXT. GRADE PLYWOOD.
3. SIGN SHALL BE PLACED IN A PROMINENT LOCATION AND EASILY READABLE FROM EXISTING STREET OR ROADWAY.
4. SIGN SHALL BE MAINTAINED IN GOOD CONDITION UNTIL PROJECT COMPLETION.

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ABC Form 9-A
PSCA Version of ABC Form C-5, Oct 97

PSCA Project No. _____

BC Project No. _____

CONSTRUCTION CONTRACT

This AGREEMENT, entered into this _____ day of _____, 19____, by and between the Alabama Public School and College Authority and the _____ _____, hereinafter called the Owner(s), and _____ _____, hereinafter called the Contractor.

WITNESSETH That the Owner(s) and the Contractor, in consideration of premises of the mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF THE WORK: The Contractor shall furnish all labor and materials and perform all work for the _____ _____ _____ _____ in strict and entire conformity with the Contract Documents dated _____, 19 ____, prepared by _____ Architect(s) and approved by the Building Commission, including Addenda thereto dated _____ _____ all of which are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

TIME OF COMPLETION: The Work shall be commenced on a date to be specified in a written proceed order of the Director, Technical Staff, State Building Commission, and shall be completed within _____ (_____) calendar days from and after said date as provided in the Contract Documents.

COMPENSATION TO BE PAID: The Owner(s) will pay and the Contractor will accept as full compensation for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the sum of _____ _____ Dollars ($ _____). This amount is the sum of the Contractor's Base Bid for the aforesaid work and the following Alternate Prices: _____ _____ _____ _____

[Removed image:]

SEVERABLE PAYMENT: The Alabama Public School and College Authority will first pay the Contractor _____ Dollars ($_____), from its available funds and

The _____ will thereafter pay the Contractor the remaining _____ Dollars ($_____), from its available funds.

The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following: License No._____ Bid Limit:_____

Classification:_____

The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, The Parties hereto on this day and year first above written have executed this Agreement in sufficient counterparts to enable each contracting party to have an originally executed 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 contract was let in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

APPROVALS	CONTRACTING PARTIES
STATE OF ALABAMA BUILDING COMMISSION	_____ Contractor
By _____ Director, Technical Staff	By _____ Member of Firm
_____	_____ (County-City-Institution)
By _____	By _____ Officer - Title
	ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY
	By _____ Governor and President of Authority
	Attest To: _____ Secretary of Authority

[Removed image:]

ABC Form 9-B
PSCA Version of ABC Form C-6, Oct 97

PERFORMANCE BOND

STATE OF ALABAMA
CITY
COUNTY OF _____

SURETY'S BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal,

and _____,

as Surety, are held and firmly bound unto the Alabama Public School and College Authority and the _____,
(COUNTY - CITY - INSTITUTION)

hereinafter called the Owners, as their interests appear, in the penal sum of _____

_____ Dollars ($_____) for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this _____ day of _____, 19____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with the said Owners for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefor is hereto attached.

NOW THEREFORE, in the event that said PRINCIPAL, as such Contractor, shall faithfully and promptly perform said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owners, and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound Surety shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said Owners due under said Contract.

[Removed image:]

In the event said Principal shall fail or delay the prosecution and completion of the Work and said Surety shall also fail to act promptly as hereinbefore provided, then the Director, Technical Staff, State Building Commission, may cause ten (10) days' notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten (10) days, if said Principal or Surety do not proceed promptly to execute said Contract, the said Owners shall have the authority to cause said Work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said Work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Director, Technical Staff, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and the Contract Agreement hereinbefore referred to, and the Bond for the Payment of Labor, Materials, or Supplies executed under the provision of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By_____

_____
Name

_____
Address

SURETY:

_____

By_____

_____
Name and Title

NOTE: Power of attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.

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ABC Form 9-C
PSCA Version of ABC Form C-7, Oct 97

PAYMENT BOND

STATE OF ALABAMA
CITY
COUNTY OF _____

SURETY'S BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal, and

_____,

as Surety, are held and firmly bound unto the Alabama Public School and College Authority and the

_____,
(COUNTY - CITY - INSTITUTION)

hereinafter called the Owners, in the penal sum of _____

_____ Dollars ($_____),

as their interests appear for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this _____ day of _____, 19___.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with the said Owners for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefor is hereto attached.

NOW, THEREFORE, in the event that said PRINCIPAL, as such Contractor shall make payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, except that no change will be made which increases the total Contract Price more than twenty percent in excess of the original Contract Price without notice to the Surety, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

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PROVIDED, further, in the event that the said PRINCIPAL, as such Contractor, shall fail to make prompt payment to all persons supplying him or them with labor, materials, feed-stuffs, or supplies for or in the prosecution of the Work provided for in such Contract the above bound Surety shall be liable for the payment of such labor, materials, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Chapter 1, Title 39, Alabama Code of 1975.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Chapter 1, Title 39, Alabama Code of 1975, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Director, Technical Staff, State Building Commission, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and Contract Agreement hereinbefore referred to, and the Bond for Performance of The Work executed under the provisions of Chapter 1, Title 39, Alabama Code of 1975, are made a part of this obligation and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 19_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____

PRINCIPAL:

_____

By _____

_____
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By_____

_____
Name

_____
Address

SURETY:

_____

By_____

_____
Name and Title

NOTE: Power of attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.

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ABC Form ABC 9-D
Oct 97

MODIFICATION TO THE CONSTRUCTION CONTRACT

- ADJUSTMENT OF SEVERABLE PAYMENTS -

PSCA No. _____ Date _____ BC No. _____

The SEVERABLE PAYMENT provision of the Construction Contract, dated _____,
between the Alabama Public School and College Authority and _____
_____ (Local Owner), Owners
and _____ (Contractor), Contractor,
for _____ (Name of Project)
is hereby amended to be as stated below.

Date(s) of previous Modifications affecting SEVERABLE PAYMENT:

Amount of original Contract: $ _____
Net Amount of Change Orders Nos. _____: $ _____
Total Amount of Contract this date: $ _____
Total Amount to be assumed by the Authority: $ _____
Total Amount to be assumed by the Local Owner: $ _____

SEVERABLE PAYMENT:

1. The Alabama Public School and College Authority will pay the Contractor _____
_____ Dollars
($_____) from its available funds.

2. The _____ (Local Owner)
will thereafter pay the Contractor the remaining _____
_____ Dollars
($_____) from its available funds.

CONSENT OF SURETY

_____ (Company)

By _____
Its Attorney-in-fact Power of Attorney Attached

APPROVED BY
STATE OF ALABAMA BUILDING COMMISSION

By _____
Director of Technical Staff

CONTRACTING PARTIES

_____ (Contractor)

By _____ (Member of Firm)

_____ (Local Owner)

By _____ (Officer - Title)

ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY

By _____
Governor/President of Authority

Attest to: _____
Secretary of Authority

[Removed image:]

ABC Form ABC 9-E
Oct 97

MODIFICATION TO THE CONSTRUCTION CONTRACT
ADDING THE ALABAMA PUBLIC SCHOOL & COLLEGE AUTHORITY AS CO-OWNER

PSCA No._____ _____ Date BC No._____

The Construction Contract dated _____ between the _____

_____, Owner,
Local Owner

and _____, Contractor,
Contractor

for _____
Name of Project

is hereby modified by adding, as Co-owner, the Alabama Public School and College Authority. The Construction Contract is further modified by the addition of the provision for SEVERABLE PAYMENT as stated below.

Amount of original Contract: $_____

Net Amount of Change Orders Nos. _____: $_____

Total Amount of Contract this date: $_____

Total Amount to be assumed by the Authority: $_____

Total Amount to be assumed by the Local Owner: $_____

SEVERABLE PAYMENT:

1. The Alabama Public School and College Authority will pay the Contractor _____
_____ Dollars
($_____) from its available funds.

2. The _____
Local Owner
will thereafter pay the Contractor the remaining _____
_____ Dollars
($_____) from its available funds.

CONSENT OF SURETY

_____
Company

By _____
Its Attorney-in-fact Power of Attorney Attached

APPROVED BY
STATE OF ALABAMA BUILDING COMMISSION

By _____
Director of Technical Staff

CONTRACTING PARTIES

_____
Contractor

By _____
Member of Firm

_____
Local Owner

By _____
Officer - Title

ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY

By _____
Governor/President of Authority

Attest to: _____
Secretary of Authority

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ABC Form ABC 9-F
Oct 97

MODIFICATION OF THE PERFORMANCE BOND AND PAYMENT BOND ADDING, AS CO-OWNER, THE ALABAMA PUBLIC SCHOOL & COLLEGE AUTHORITY

_____
Date

In connection with the Construction Contract dated _____ between the _____
_____
Local Owner, Owner,
and _____
Contractor, Contractor,
for _____
Name of Project,
_____
Bonding Company (Surety), as Surety,
furnished a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, copies of which are attached hereto and incorporated herein by reference.

It is understood and agreed the said PERFORMANCE BOND and LABOR AND MATERIAL PAYMENT BOND are hereby modified by adding the ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY as Owner and Obligee where Owner and Obligee are referenced therein.

AGREED TO;

CONTRACTOR:

Attest:

_____
Name of Firm

_____ **By** _____

_____
Name and- Title

SURETY:

Attest:

_____
Bonding Company (Surety)

_____ **By** _____
Its Attorney-in-fact

SEAL

Attach current Power of Attorney

[Removed image:]

ABC Form 9-G
Oct 97

STATE OF ALABAMA
BUILDING COMMISSION
770 Washington Avenue, Suite 444
Montgomery, Alabama 36130
(334) 242-4082 FAX (334) 242-4182

INVOICE CHECKLIST

For Materials and Equipment to be Purchased with Funds of the
ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY

This checklist contains the prerequisites for Alabama Building Commission approval of the use of ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY (PSCA) bond issue funds for the purchase of materials and equipment. The prerequisites assure conformance with PSCA requirements, competitive bid laws, ABC recording methods, and distribution requirements. The authority submitting invoices for payment with PSCA funds should utilize this checklist when preparing invoices for submittal to assure prompt approval and processing.

1.	Materials and/or equipment are to be for capital improvements only (not maintenance, etc.).
2.	The original and a minimum of five (5) legible copies of the invoice are to be submitted. Carbon and FAXED copies of invoices are not acceptable.
3.	The original and each copy of the invoice must be certified by the vendor as being "True, correct, and unpaid." The vendor's signature is to be Notarized.
4.	The original and two (2) of the five (5) copies of the invoice must bear original signatures.
5.	Attached to each copy of the invoice there must be a completed, signed, and dated "State of Alabama Material Receipt" confirming the receipt and condition of all items covered by the invoice.
6.	The "Material Receipt" must be signed by the proper authority of the school or institution and at least three (3) copies of the "Material Receipt" must bear an original signature.
7.	A "Certificate of Compliance" with Competitive Bid Law must be attached to each copy of the invoice. ABC Form 9-H, Certificate of Compliance, Title 41: Public Contracts, is to be used for this purpose.
8.	Each "Certificate of Compliance" must bear the original signature of the president, director, or superintendent of the school or institution. This signature is to be Notarized.
9.	The Federal Employee Identification Number (FEIN) should be included for each vendor. If the vendor does not have a FEIN, his social security number will be sufficient.

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ABC Form 9-H
Oct 97

CERTIFICATION OF COMPLIANCE
TITLE 41: PUBLIC CONTRACTS

I hereby certify that the contract for the Equipment or Materials covered by the attached invoice was awarded in accordance with Competitive Bid Law applying to the School Board or Institution noted below.

BC# _____ _____
City - County - Institution

PSCA# _____ By _____
Officer - Title

Sworn to and subscribed before me

this _____ Day of _____, 19___.

_____
Notary Public

INSTRUCTIONS: This certification must be signed by the president, director, or superintendent of the school or institution, notarized, and attached to each copy of each invoice for equipment or materials being submitted to the Alabama Building Commission for approval to pay the invoice from funds of the ALABAMA PUBLIC SCHOOL AND COLLEGE AUTHORITY. The certificate attached to each copy of an invoice must bear original signatures.

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ABC Form 9 - I
Oct 97

MATERIAL RECEIPT

Date _____

PSCA No: _____ BC No: _____

County/City/Institution/Agency _____

Received from _____ FEIN # _____
Vendor

Received at _____ Date Received _____
Location

Quantity	Unit	ARTICLE Make Full Report of any Shortage or Damage	Condition

I hereby certify that I have received and checked the articles listed above and that they are of the kind, quantity and condition noted.

Checked by _____ Received by _____
Signed Signed

Pursuant to Code of Alabama 1975, Title 41, Section 41-4-400, all procedures, contracts, and forms for which the Division of Construction Management has jurisdiction can be found on the Department of Finance's website at https://dcm.alabama.gov/.

Author: Lee Desmond

Statutory Authority: Code of Ala. 1975, §41-4-400
History: **Amended:** Published _____; effective _____.