

PROJECT MANUAL

UNIVERSITY OF ALABAMA AV SYSTEM UPDATE FOR UNIVERSITY HALL 1311

UA Project No: AV-24-001

December 20, 2024

**Construction Contracts and Compliance
405 Cahaba Circle, Tuscaloosa, AL
(205) 348-5552**

**TOC-1
AV SYSTEM UPDATE FOR UNIVERSITY HALL 1311
UNIVERSITY OF ALABAMA JOB NO. AV-24-001**

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ADVERTISEMENT FOR BIDS

Sealed Bid Proposals will be received by Construction Contracts & Compliance, The University of Alabama, 405 Cahaba Circle, Tuscaloosa, Alabama 35404, **Tuesday, January 07, 2025 until 2:00 pm local time** for construction of the **AV System Update for University Hall 1311, UA Project #AV-24-001**, at which time they will be opened and read.

General Contractors, Prime Audio-Visual Contractors, and Audio-Visual Subcontractors are required to prequalify prior to bidding or performing work. For information on how to prequalify for this project, please go to <http://contractadministration.ua.edu/audiovisual-and-other-title-39-bids/> and click on this project in the list of projects shown. Prequalification submissions must be received by 5:00pm local time, Tuesday, December 10, 2024.

A mandatory **pre-bid conference** will be held in the conference room of the Procurement Services Annex at the above address at **3:00 pm local time Tuesday, December 17, 2024.** For information on obtaining Bid Documents go to <http://contractadministration.ua.edu/audiovisual-and-other-title-39-bids/> or contact Darrel Lindsey at The University of Alabama, Construction Contracts & Compliance, 205-348-5552, drlindsey@ua.edu

For other questions regarding this project, please contact AV Project Manager **Jeff Herrin** at **205-348-0484** or **jherrin@ua.edu**.

UA Project Name: AV System Update for University Hall 1311

UA Project No.: AV-24-001

Thank you for your interest in this Project at The University of Alabama. Please read this entire document for information on how to obtain plans and specifications and prequalify for this project.

WHO IS REQUIRED TO PREQUALIFY FOR THIS PROJECT?

The following are required to prequalify prior to submitting bids or working on this project. Please note that firms listed on the UA Prequalification Master List in the categories below will not be required to prequalify. Firms listed on the Master List for any category other than General Contractor are not required to prequalify to work as subcontractors in the trades(s) for which they are listed. If a project has one main trade, the University may allow a subcontractor on the Master List to bid as a prime contractor for that trade-specific project, however, the University reserves the right to require the firm to prequalify to bid as a prime contractor. For a copy of the UA Master List, contact the UA Project Manager listed below.

General Contractors, AV Prime Contractors, AV Subcontractors

HOW DO I SUBMIT A PREQUALIFICATION PACKET?

Send your request for a prequalification packet to:

Darrel Lindsey, UA Buyer II
205-348-5552
drlindsey@ua.edu

Completed packets may be submitted by email to:

Darrel Lindsey, UA Buyer II
drlindsey@ua.edu
and
Jeff Herrin, AV Integration Project Manager
jherrin@ua.edu

If necessary, hard copy submissions should be sent to:

Darrel Lindsey, UA Buyer II
The University of Alabama, Construction Contracts & Compliance
413 Cahaba Circle, Tuscaloosa, AL 35404
and
Jeff Herrin, AV Integration Project Manager
1314 University Hall
275 Kilgore Ln, Tuscaloosa, AL 35487

Submissions must be received by the deadline stated in the ad. Emailed submissions are highly encouraged, but it is the responsibility of the submitting firm to make sure the submission was received prior to the deadline. In reviewing the submittals, emphasis will be placed on your firm's experience with projects similar in size and type to this Project and experience with projects on college campuses.

PREQUALIFICATION SUBMISSION MUST BE RECEIVED BY 5:00 PM LOCAL TIME ON TUESDAY, December 10, 2024

UA WILL ISSUE THE NAMES OF ALL FIRMS WHO HAVE PREQUALIFIED BY THURSDAY, December 12, 2024

HOW DO I REQUEST A WAIVER FROM PREQUALIFICATION?

Any Contractor not already on UA's Master List that has been previously prequalified for or has a successful track record on University of Alabama projects may submit a letter to the Project Manager requesting a waiver of the prequalification requirement for this project. The decision on whether to grant the waiver shall be at the discretion of the UA Executive Director for Construction Administration or delegate and shall be based on prior prequalification on projects of a similar size and scope, successful past performance on UA projects, or other demonstrated ability to complete the project. The Project Manager shall advise the Contractor in writing **within two business days** from the receipt of the request as to whether the waiver shall be granted. The Awarding Authority reserves the right to request additional relevant project specific information and relevant experience information to determine whether to grant the waiver or to request the Contractor to submit a full prequalification packet. **Contractors are advised to request waivers as soon as possible. UA will not accept prequalification submissions after the submission deadline and the denial of a waiver will not extend the deadline.**

THE DEADLINE FOR REQUESTING A WAIVER IS 5:00 PM LOCAL TIME TUESDAY, December 10, 2024.

WHEN AND WHERE CAN I REVIEW PLANS AND SPECIFICATIONS?

Preliminary and Final Plans, Specifications, and Contract Documents are open to public inspection and will be available for EXAMINATION ONLY on the dates listed below at The University of Alabama, Office of Construction Administration, 1115 14th Street, Ancillary Services Building, Second Floor, Tuscaloosa, AL 35401. Final Plans and specifications will also be made available on this date for PRINTING and/or EXAMINATION at Tuscaloosa Blueprinting and Reprographics LLC, 1926 University Blvd., Tuscaloosa, Alabama 35401; ConstructConnect, 30 Technology Parkway South, Suite 100, Norcross, GA, 30092; and Dodge Data & Analytics at network.construction.com.

PRELIMINARY PLANS AND SPECS CAN BE REVIEWED IN THE UA PLAN ROOM ON TUESDAY, December 17, 2024

FINAL PLANS AND SPECS CAN BE REVIEWED IN THE UA PLAN ROOM ON Tuesday, December 17, 2024.

FINAL PLANS AND SPECS WILL BE AVAILABLE FOR PRINTING AND/OR EXAMINATION IN THE ABOVE-LISTED PLAN ROOMS ON Tuesday December 17, 2024.

WHEN AND WHERE CAN I GET COPIES OF PLANS AND SPECIFICATIONS; HOW MUCH IS THE DEPOSIT?

Plans, Specifications, and Contract Documents will be available on the dates listed below, are open to public inspection, and may be obtained from the Architect/Engineer (or their representative as designated below). Up to two sets of full-size drawings and specifications may be obtained by Contractors, upon request to the Architect/Engineer and upon payment of the deposit listed below, made payable to the Architect/Engineer, which is refundable in full upon the return of the drawings and specifications in good condition within ten days after the bid opening, else deposit shall be forfeited. Additional sets for bidders, subcontractors, vendors, or dealers may be obtained upon payment of the same deposit. This deposit shall be refunded less the cost of printing, reproduction, handling, and distribution, upon return of the documents in reusable condition within 10 days after the bid opening.

PLANS AND SPECS WILL BE AVAILABLE STARTING Tuesday, December 17, 2024.

THE DEPOSIT IS \$0 PER SET.

TO OBTAIN PLANS AND SPECS CONTACT: Jeff Herrin at AV Integration and Digital Education, 205-348-0484, jherrin@ua.edu

This attachment is part of the Contract Documents and shall be binding on parties seeking to bid or work on this Project. The terms and dates contained herein may be changed by addendum and it is the bidder's responsibility to review any addenda prior to bidding. Bid security shall be deposited with each bid as provided in Instructions to Bidders. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days. The Owner reserves the right to reject any or all bids and to waive informalities and technical errors if, in the Owner's judgment, the best interest of the Owner will thereby be promoted. All bidders shall meet licensing requirements of Title 34, Chapter 8, Code of Alabama and must show evidence of license before bidding or bid will not be received or considered. Bidder shall show such evidence by clearly displaying its current license number on the outside of the sealed envelope in which the proposal is delivered.

INSTRUCTIONS TO BIDDERS

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

1. INTENT OF INSTRUCTIONS:

Instructions to Bidders are included in the Contract Documents to amplify the abbreviated Advertisement and to give other details that will allow interested parties to prepare proper bids. Modifications may be added.

2. BIDDER QUALIFICATIONS:

- a. 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 Designer evidence of license before bidding or the bid will not be received by the Designer 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 or 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. See Chapter 8, Title 34, Code of Alabama (1975).
- b. Any special qualifications required of general contractors, subcontractors, material suppliers, or manufacturers are set forth in the bid documents.
- c. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids, PQ & Plans, 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.
- d. Release of bid documents by the Designer to a prospective bidder will not constitute any determination by the Awarding Authority or Designer that the bidder has been found to be qualified, prequalified, or responsible.

- e. In compliance with Act 2016-312, as codified in Alabama Code section 41-16-5, by submitting a bid for this project the bidder certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(If this project is federally funded in whole or in part, the next two paragraphs shall not apply.)

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

3. COPIES OF CONTRACT DOCUMENTS:

Copies of the Contract Documents may be obtained by prime contractor bidders from the Awarding Authority or their Agent upon payment of the deposit (plus postage if delivered by mail) as stated in the Advertisement for Bids and/or the PQ & Plans document. Deposits will be returned to all depositors upon return of all documents in reusable condition within ten (10) days after bid opening. Additional sets for prime contractor bidders, subcontractors, vendors or dealers may be obtained upon payment of the same deposit. The deposit shall be refunded less the cost of printing, reproduction, handling and distribution upon return of the documents in reusable condition within ten (10) days after bid opening. The following Plan Rooms will be furnished Contract Documents without payment of a deposit or fee provided they agree to return the documents in reusable condition: Tuscaloosa Blueprinting and Reprographics LLC, 1926 University Blvd., Tuscaloosa, Alabama 35401; ConstructConnect, 30 Technology Parkway South, Suite 100, Norcross, GA, 30092; and Dodge Data & Analytics at network.construction.com.

4. EXAMINATION OF CONTRACT DOCUMENTS AND OF THE SITE OF THE WORK:

- a. Before submitting a bid for the Work, the bidders shall carefully examine, read, and study the Bid Proposal and Contract Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submission of their bids.
- b. Bidders shall fully inform themselves 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. By submission of a bid bidder acknowledges that bidder examined the Contract Documents and found them to be complete, accurate adequate, consistent, coordinated and sufficient for construction and visited the site and has judged for and satisfied himself 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, the Awarding Authority's tax exempt status, and as to the contract requirements and contingencies involved. The Awarding Authority makes no representation or warranty of any nature whatsoever to bidders concerning the Contract Documents.

5. EXPLANATIONS AND INTERPRETATIONS:

- a. Before submitting a bid, bidders shall carefully examine, read, and study the Bid Proposal and Contract Documents.

- b. Should any bidder observe any ambiguity, inconsistency, conflict, discrepancy, omission, or error in the Drawings and Specifications, or in any of the other Contract Documents, or be in doubt as to the intention and meaning thereof, the bidder shall immediately report such to the Designer and request clarification.
- c. Clarifications will be made only by written Addenda, which will be sent to all prospective bidders and plan holders. Neither the Awarding Authority nor the Designer will be responsible for verbal answers or instructions regarding intent or meaning of the Contract Documents.
- d. Should a conflict, inconsistency, ambiguity, omission, or error occur in or between the Drawings and the Specifications, a bidder will be deemed to have based its bid on the better quality or greater quantity of doing the work involved unless prior to submission to their bid, the bidder shall have asked for and obtained the written decision or clarification from the Designer as to the correct quantity, quality, method, materials, equipment etc. which will be required to perform the Work.

6. SUBSTITUTIONS:

Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc. and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Designer's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Designer's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of the final paragraph below apply. Such proposed substitutions are not to be purchased or installed without the Designer's written approval of the substitution.

If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

7. PREPARATION OF BIDS:

- a. Proposal Form:
 - (1) Bids must be submitted on the Proposal Form as contained in the bid documents, always use the latest form provided during the bid process.
 - (2) All information requested of the bidder on the Proposal Form must be filled in.
 - (3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:
 - (a) the legal name of the bidder,
 - (b) the state under which laws the bidder's business is organized and existing,
 - (c) the city (and state) in which the bidder has its principal offices,
 - (d) the bidder's business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
 - (e) the partners or officers of the bidder's organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.
 - (4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.

- (5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.
- (6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.
- (7) The Proposal Form shall be properly signed by the bidder. If the bidder is:
 - (a) an individual, that individual or his or her "authorized representative" must sign the Proposal Form;
 - (b) a partnership, the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
 - (c) a corporation, the president, vice-president, secretary, or "authorized representative" of the corporation shall sign and affix the corporate seal to the Proposal Form.

As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted actual authority, or who has apparent authority, to conduct business in the bidder's behalf by signing and/or modifying the bid.

- (8) Interlineation, alterations or erasures on the Proposal Form must be initialed by the bidder or its "authorized representative".
- (9) Estimated sales tax shall be included on the designated line(s) on the bid proposal form.

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 unless otherwise specified for a specific project in the contract documents.

8. COMBINATION BIDS OR PROPOSALS:

If the Awarding Authority so elects, Bid Proposal Forms may be issued for projects or parts of projects in combination or separately. In any case, bidders must adhere to the Bidding Procedures as set forth in the Bid Documents. Award or awards will be made to the lowest responsible and responsive bidder or bidders strictly in accordance with prescribed bidding procedures.

9. TIME FOR COMPLETION:

The time for completion for the Work is specified in the Summary of the Work in the Specifications or by addendum.

10. DELIVERY OF BIDS:

- a. 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.

- b. 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. Failure to include the bidder's Alabama General Contractor's license number on the outside of the bid envelope will result in returning the envelope unopened.
- c. 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. Bidder bears the sole responsibility for ensuring that its bid is delivered to the place and prior to the submission deadline specified in the Advertisement for Bids.

11. WITHDRAWAL OR REVISION OF BIDS:

- a. A bid may be withdrawn prior to the time set for opening of bids, provided a written request to withdraw its bid, executed by the bidder or the bidder's "authorized representative", is filed with the Awarding Authority prior to that time. If a timely request to withdraw bid is received, 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 amount of the change in price on the outside of the delivery envelope over the signature of the bidder or the bidder's "authorized representative" if done so prior to the time set for opening bids. 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 Awarding Authority prior to the time set for opening bids. The Awarding Authority will record the instructed revision upon opening the bid. Such written communication may be by email, letter, or facsimile. 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 13 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

12. 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 agents are invited to be present.

13. IRREGULAR PROPOSALS:

Bids may be rejected if they are incomplete or contain any uninitialed alterations or erasures, additions, conditional bids, alternate bids unless called for, or irregularities of any kind.

14. ERRORS IN BID:

- 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 Designer in writing, within three working days after the opening of bids, that a

mistake was made. This notice must be given within this time frame whether or not award has been made.

- (2) Substantial Mistake: The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.
- (3) Type of Mistake: The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. Mistakes of law, judgment, or opinion are specifically excluded from these criteria.
- (4) Documentary Evidence: Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Designer 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. 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.
- (2) Bidding on the same project if it is re-bid.

15. 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. (See Code of Alabama Section 39-2-6 for possible criminal sanctions).

b. Advance Disclosure:

Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and re-bid.

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 for labor and material on other contracts in force at the time of letting, completion of punch list, warranties and closeout documents.

16. CONSIDERATION OF BIDS:

After the bids are opened and read publicly, the bid prices will be compared and the results of such 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 it shall have the right to waive technical errors and irregularities if, in its judgment, the best interests of the Awarding Authority will be promoted.

17. 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 alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall

announce publicly the funds available for the project. The dollar amount of such funds shall be used to determine the lowest bidder as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening of bids.

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.

18. 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.

(1) Bidder may not make changes to the unit price bid schedule form as follows:

- (a) Add new line items or delete existing ones
- (b) Change the units of measure
- (c) Change the quantity

(2) All unit prices must include all work associated with that particular unit including but not limited to labor, materials, equipment, shipping work, overhead, insurance, bonds, and profit incidental to the finished work of that particular unit.

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.

19. 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 email or letter to the address shown on the Proposal Form or email address provided during the bid process at the earliest possible date. Unless other time frames are stipulated in the contract documents, 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	60 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 Designer
(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 the contract documents, 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, but not to exceed the guaranty amount. If no other bids are received, the full amount of the bid guaranty shall be 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 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.
- e. If no bids or only one bid is received, the Awarding Authority may either re-advertise for bids or direct that the Work shall be done by force account under its direction and control, or negotiate for the Work through the receipt of informal bids not subject to the requirements of Title 39-2-6(b), Code of Alabama (1975).

20. APPROVAL OF CONTRACT:

No Contract is binding upon the Awarding Authority until it has been executed by the Awarding Authority and successful bidder and copies delivered.

21. ASSIGNMENT OF CONTRACT AWARD:

No contract awarded to the lowest responsible and responsive bidder shall be assignable by the successful bidder without written consent of the Awarding Authority, and in no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

A. NAMING OF SUBCONTRACTORS AND SUPPLIERS

For certain projects, the Owner may require a list of subcontractors/suppliers to be designated with the bid submittal. Unless otherwise designated in the bid documents, this bid proposal form will have spaces to list these subcontractors/suppliers. The Contractor must utilize those subcontractors and suppliers turned in with their Bid, unless they can demonstrate to the Owner's satisfaction a compelling reason to change any of those named. Upon request from the Owner, Bidder shall produce written confirmation from the originally designated subcontractor or supplier consenting to the change. For each subcontractor trade or supplier required for the base bid, bidders shall name only one entity.

Where the technical specifications give a list of, and the University requires the use of a specialty subcontractor (or other term which means a firm or company who is currently engaged in that trade as their primary work trade), one must be named on the bid proposal form and employed on the project at no additional cost to the Owner.

Should the prime contractor bidder be one who regularly performs one or more of the specialty trades/subcontracts with its own forces, the prime contractor bidder shall list itself, provided it can demonstrate without question to the Owner and the Architect that it performs this specific trade/specialty on a regular basis, utilizing skilled, experienced tradespersons who are on the full time payroll of the prime, and that it has the license to do so. Furthermore, the prime must submit proof, when requested by the University, that it has completed a substantial number (ten or more) of similar projects, requiring similar specialty trades during the past two years, using its own forces. (Refer to the General Conditions for other requirements)

Failure to submit this list of subcontractors and suppliers in full with the Bid Proposal Form may render bidder's bid non-responsive.

B. ADDITIONAL SUBMITTALS WITHIN 48 HOURS OF RECEIPT OF BIDS

The apparent low bidder shall submit to the Owner and the Architect on the bidder's letterhead, a complete list of all major subcontractors and all suppliers, including those submitted with their bid. Major subcontractors and suppliers include, but are not limited to sitework/utilities, irrigation/landscaping, masonry, roofing, fire protection, HVAC, plumbing, and electrical. The Owner reserves the right to require additional trades and/or suppliers to be included. This list shall be on contractor's letterhead and include subcontractor's/supplier's name, contact person with their email address, and Alabama license number (unless supplier).

C. PREQUALIFICATION OF PRIME CONTRACTORS & SUBCONTRACTORS

1. As referenced in Article 2.c.and 2.d. of the Instructions to Bidders, the awarding authority may elect to pre-qualify all general contractors and subcontractors listed: sitework/utilities subcontractors, irrigation/landscaping subcontractors, masonry subcontractors, roofing subcontractors, fire protection subcontractors, mechanical/plumbing subcontractors, and electrical subcontractors.
2. A list of prequalified general contractors and subcontractors which require no further prequalification by the Owner are listed in item 5 below.
3. The University decides to prequalify contractors on a "per project" basis. Each projects' advertisement will state if that project is prequalifying and, if so, which disciplines. Information in the advertisement will tell who to contact to receive a "Prequalification Packet" and the deadline to return said packets. General Contractors can get an updated list of subcontractors, when needed, by contacting the UA Project Manager for the project they are interested in bidding.

4. If a project has one main trade, the University may elect to allow one or more of the subcontractors listed below in that trade to bid as a Prime Contractor for that trade-specific project. Such subcontractor would have to meet all the licensing requirements of Title 34, Chapter 8, Code of Alabama.
5. The following list, updated **April 5, 2024**, includes all companies considered to be prequalified at this time without any further action:

General Contractors Unlimited

B L Harbert International, LLC – Birmingham, AL
M. J. Harris Construction Services, LLC – Birmingham, AL
Harrison Construction Company, Inc. - Northport, AL
WAR Construction, Inc. - Tuscaloosa, AL

General Contractors Limited

Cornerstone Restoration, Inc. – Helena, AL (\$5,000,000)
Duncan & Thompson Construction Services, LLC – Birmingham, AL (\$20,000,000)
Hall-Taylor Construction Company, Inc. – Tuscaloosa, AL (\$20,000,000)
K&A Builders, Inc. – Tuscaloosa, AL (\$10,000,000)
Kyser Construction, LLC – Tuscaloosa, AL (\$5,000,000)
P&M Mechanical, Inc. – Birmingham, AL (\$5,000,000)
RCI Contractors & Engineers, Inc. – Tuscaloosa, AL (\$5,000,000)
Snow-Blakeney Construction, Inc. – Tuscaloosa, AL (\$5,000,000)

AV

AVX Commercial, Inc.- Birmingham, AL
Diversified aka One Diversified- Birmingham, AL
ESB Group, Inc.- Springville, AL
Redpoint Audio, LLC – Tuscaloosa, AL

Demolition and Abatement

A to Z Environmental, LLC – Tuscaloosa, AL
D. H. Griffin Wrecking Company, Inc. – Birmingham, AL
MAK Environmental, LLC – Northport, AL

Electrical

A & B Electric Company, Inc. - Tuscaloosa, AL
Bright Future Electric, LLC – Birmingham, AL
J. D. Esco, Inc. – Tuscaloosa, AL (\$250,000)
Marathon Electrical Contractors, Inc. - Birmingham, AL
Patco Electrical Contractors, Inc. – Tuscaloosa, AL
Premier Service Company, Inc. - Tuscaloosa, AL
Taylor Electrical Contractors, Inc. – Tuscaloosa, AL
Team B Elektrik, LLC – Brookwood, AL

(continued)

Fire Protection

Alabama Fire Sprinkler Contractors, LLC – Alabaster, AL
American Fire Protection, LLC – Birmingham, AL
Central Fire Protection, Inc. – Homewood, AL
International Fire Protection, Inc. - Irondale, AL
Joiner Fire Sprinkler Co., Inc. – Birmingham, AL
United States Sprinkler, Inc. – Birmingham, AL

Heating, Ventilation and Air Conditioning (HVAC)

Adkins and Kimbrough Mechanical, LLC – Bessemer, AL
Bradley Plumbing and Heating, Inc. – Montgomery, AL
Burkes Mechanical, Inc. - Brent, AL
Comfort Systems USA Mid South, Inc. – Birmingham, AL
Hardy Corporation – Birmingham, AL
J. D. Esco, Inc. – Tuscaloosa, AL (\$250,000)
Jolly Heating and Air Conditioning, Inc. – Northport, AL
McAbee Construction, Inc. - Tuscaloosa, AL
McKelvey Mechanical, Inc. - Tuscaloosa, AL
P&M Mechanical, Inc. – Birmingham, AL
Premier Service Company, Inc. – Tuscaloosa, AL
Southern Air, Inc. – Tuscaloosa, AL

Landscape / Irrigation

GLS, LLC (Guthrie Landscape Services) - Tuscaloosa, AL
GradeScape, Inc. – Northport, AL
Landscape Workshop, LLC – Bessemer, AL
Traweek Construction, LLC – Northport, AL

Masonry

Jones Masonry Construction, Inc. – Tuscaloosa, AL
Selective Masonry, Inc. – Birmingham, AL

Plumbing

Adkins and Kimbrough Mechanical, LLC – Bessemer, AL
Black Warrior Mechanical Contractors, Inc. – Tuscaloosa, AL
Bradley Plumbing and Heating, Inc. – Montgomery, AL
Comfort Systems USA Mid South, Inc. – Birmingham, AL
Hardy Corporation – Birmingham, AL
Jimmy Hall Plumbing Company, Inc. - Tuscaloosa, AL
John Wayne Plumbing & Drain Services Company, Inc. – Tuscaloosa, AL
McAbee Construction, Inc. - Tuscaloosa, AL
P&M Mechanical, Inc. – Mt. Olive, AL
Turner Plumbing, Inc. – Tuscaloosa, AL

(continued)

Roofing

Alabama Roofing & Sheet Metal Co., Inc. - Anniston, AL
All-South Subcontractors, Inc. - Birmingham, AL
Deason Roofing & Sheet Metal Contractors, Inc. – Tuscaloosa, AL
Johns and Kirksey, Inc. - Tuscaloosa, AL
Metal Roofing Solutions, Inc. – Tuscaloosa, AL
Standard Roofing of Montgomery, Inc. – Montgomery, AL

Sitework / Utilities

Ballard Contractors, Inc. – Moundville, AL
Chilton Contractors, Inc. – Clanton, AL
CivilWorx Construction, LLC – Tuscaloosa, AL
Cornerstone Civil Contractors, LLC - Tuscaloosa, AL
Dominion Construction Company, Inc. – Duncanville, AL
GFC Construction, Inc. - Duncanville, AL
John Plott Company, Inc. – Tuscaloosa, AL
L&D Moore Contracting, LLC – Tuscaloosa, AL
Lavender, Inc. – Aliceville, AL
Price Civil Services, Inc. – Vance, AL
Price Construction Company, Inc. – Tuscaloosa, AL
REV Construction, Inc. – Tuscaloosa, AL
Russo Corporation – Birmingham, AL

Waterproofing and Concrete Repair

Building Restoration and Waterproofing Company (BRAWCO), Inc. – Bessemer, AL
C-Sharpe Co., LLC – Orange Beach, AL
J. J. Morley Enterprises, Inc. – Birmingham, AL
RCS Waterproofing, LLC – Pelham, AL (Waterproofing Subcontractor Only)
Simpson Plastering, LLC – Birmingham, AL
Western Specialty Contractors – Atlanta, GA

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

FORM OF BID BOND

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

_____, as Principal; and
Name and Address of Bidder

_____, as Surety,
Name and Principal Place of Business of Surety

are hereby held and firmly bound unto THE BOARD OF TRUSTEES OF THE UNIVERISTY OF ALABAMA hereinafter called the Owner **in the sum of five percent (5%) of the amount of bid but in no event more than Ten thousand Dollars (\$10,000)** 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 Owners a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the,

Project Name and UA Project Number

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 contract in the Form of Agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the Forms attached hereto (all properly completed in accordance with said Bid), 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 hereinunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____ 20____ 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.

Principal

By _____
Name and Title (Affix Seal)

Witness

Surety

By _____
Name and Title (Affix Seal)

Witness

BID PROPOSAL FORM

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA
c/o Construction Administration
Box 870186
413 Cahaba Circle
Tuscaloosa, Alabama 35487-0186**

**BID PROPOSAL FOR:
AV System Update for University Hall 1311
AV-24-001**

The Undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work, and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and that he has examined the Drawings and Specifications, including Addenda Nos. _____ for the work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the work to be performed.

The Bidder certifies by submitting this bid that they are in full compliance with the Code of Alabama, Section 39-3-1 and 39-3-4 and agrees to provide domestic products if the same are available at reasonable and competitive prices. The Bidder further certifies and agrees that if foreign made materials prices have been used as the basis of the bid because domestic products are not available at a reasonable and competitive price, there has been a downward adjustment in contract price equal to any realized savings or benefit to the Bidder and the foreign materials utilized are of an equal or greater quality.

The Bidder certifies by submitting this bid that they are in full compliance with State of Alabama Act No. 2006-557, that they are not barred from bidding or entering into a contract pursuant to Section 41-4-116, Code of Alabama 1975, and that they acknowledge that the Awarding Authority may declare the bid and/or contract void if the certification is false.

The Bidder further declares that he is aware of the tax exempt status of the Owner and that sales/use/severance taxes are **excluded** from the amount of the bid. The Owner may elect to enter into a "Purchasing Agent Agreement" as described in the Contract Documents.

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

Alabama General Contractor's License # _____

Classification _____, A corporation organized and existing under the Laws of the State of _____.

A Partnership consisting of _____

Or an Individual trading as _____ of the City of _____

Hereby proposed to furnish all labor and materials and perform all work required for the construction of _____

in accordance with Drawings and Specifications.

**UNIVERSITY OF ALABAMA
BID PROPOSAL
Page 2 of 3**

BASE BID: For construction complete as shown and specified, the sum of _____

Dollars (\$ _____)

ESTIMATED SALES TAX: \$ _____

FOR INFORMATIONAL PRICING:

Base bid should include one-year of technical support. For informational purposes, please list the cost for additional years of technical support following Year 1 below:

Year 2 of technical support \$ _____

Year 3 of technical support \$ _____

Year 4 of technical support \$ _____

Required Listing of Subcontractors/Suppliers: NA

List the subcontractors/suppliers for the trades listed below which you intend to use for the base bid. If no trades are designated, the listing is not required. List yourself for work you intend to self-perform. Any envelope adjustments to this section must be initialed by the bidder. Failure to complete this section may render your bid non-responsive. See Supplemental Instructions to Bidders for additional information.

To be filled out if cashier's check accompanies bid:

The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within fifteen (15) consecutive calendar days after being given written notice of the Award of the Contract, the check accompanying this Bid and the monies thereon shall be paid into the funds of **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation** as liquidated damages for such failure; otherwise the check accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a cashier's check on the _____
(Institution Name)

for the sum of _____ Dollars

(\$ _____).

To be filled out if bidder's bond accompanies bid:

The undersigned further agrees that in case of failure on his part to execute the Contract and Required Contract Bonds within fifteen (15) consecutive calendar days after being given written Notice of the award of the Contract, the Bidder's Bond accompanying this Bid is callable and the Surety will be called upon the Owner(s) for the liquidation; otherwise said Bidder's Bond shall be returned to the undersigned.

Attached hereto is a bidder's bond of _____
(Bonding Company)

for the sum of _____ Dollars

(\$ _____) made payable to **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation.**

The full names and residences of persons and firms submitting the bid as Principles are as follows: (must be signed to be a valid bid proposal)

Signature of Bidder

Date: _____

Title

Business Address

FOR REFERENCE ONLY. THIS FORM WILL BE COMPLETED ELECTRONICALLY. DO NOT SUBMIT ON PAPER. CONTACT THE UA PROJECT MANAGER WITH QUESTIONS.

CONTRACT AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT, entered into this _____ day of _____ by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation, the party of the first part (hereinafter called the Owner) and _____, party, of the second part (hereinafter called the Contractor).

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

STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work for the _____, **UA Project #** _____ (the "Work") in strict accordance with the Contract Documents as follows: Plans dated _____ and consisting of _____ sheet(s) and Specifications dated _____ and consisting of _____ pages prepared by _____, including Addenda # _____ thereto dated _____, 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 Contractor will begin construction upon notification by the Owner to proceed and agrees to complete all work within _____ (_____) consecutive calendar days after notice to proceed is given as stated in Contract Documents.

COMPENSATION TO BE PAID: The Owner will pay and the Contractor will accept in full consideration for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the total contract sum of _____
_____ (\$ _____), inclusive of both the Base Bid for the aforesaid Work _____
_____ (\$ _____) and the accepted Alternate Prices: _____
_____ (\$ _____). (List Unit Prices here, if applicable)

PARTIAL AND FINAL PAYMENTS shall be made in accordance with Article 28 of the General Conditions.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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 the day and year first above written have executed this Agreement in four counterparts 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.

CONTRACTING PARTIES

The Board of Trustees of the University of Alabama
(Owner)

By: _____
Cheryl Mowdy

Title: Associate Vice President for Compliance and Risk Services

(Contractor)

By: _____

Title: _____

BOND FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

CITY OF TUSCALOOSA

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal, and _____

as Surety, are held and firmly bound unto **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA** hereinafter called the Owner, 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 out hands and affixed our seals this _____ day of _____, _____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound PRINCIPAL entered into a certain Contract with said THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA for the (construction), (reconstruction) and (improvement) of ; _____, Project No. _____

_____ a copy of the Contract Agreement therefore is hereto attached. Surety consents and agrees to be bound for any increase up to 10 percent of the amount of the attached Contract Agreement.

NOW, THEREFORE, in the event the 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, 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 _____ as 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 THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a corporation (The Owner) due under said contract.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then the Owner 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 BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

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 Owner, 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, 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 parties have executed this instrument under their several seals this _____ day of _____, _____, the name of 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:

Countersigned by Alabama Resident
Agent for Surety:

BY: _____
(Title

(Name)

SURETY:

(Address)

BY: _____
(Title)

NOTE: Power of Attorney in connection with the above noted Surety Bond shall be furnished with the original Surety Bond.

**BOND FOR PAYMENT
OF LABOR, MATERIALS, OR SUPPLIES**

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

CITY OF TUSCALOOSA

KNOW ALL MEN BY THESE PRESENTS: That we _____
_____, as Principal, and _____ as Surety, are
held and firmly bound unto **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ALABAMA** hereinafter called the Owner, 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 out hands and affixed our seals this
_____ day of _____, _____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound PRINCIPAL entered into a certain Contract with said THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ALABAMA for the construction of ;

_____ U of A Project No. _____ ;

a copy of the Contract Agreement therefore is hereto attached. Surety consents and agrees
to be bound for any increase up to 10 percent of the amount of the attached Contract Agreement.

NOW, THEREFORE, in the event the said PRINCIPAL, as such Contractor, shall make
payment to all persons supplying him or them with labor, material, 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, then this obligation shall be null and void and of no effect; otherwise to
remain and be in full force and effect.

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, or supplies for or
in the prosecution of the Work provided for in such Contract the above bound
_____ as Surety shall be liable for the payment of such labor, materials, 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 the Owner, 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 parties have executed this instrument under their several seals this _____ day of _____, _____, 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:

_____)

Countersigned by Alabama Resident
Agent for Surety:

BY: _____
(Title)

(Name)

SURETY:

(Address)

BY: _____
(Title)

NOTE: Power of Attorney in connection with the above noted Surety Bond shall be furnished with the original Surety Bond.



VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed on a per contract basis for all contracts, including but not limited to proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted (“Agreements”). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions

For the purposes of this form, the following terms shall have the following meanings:

- **“Agreement.”** Any single agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“Entity.”** The corporation, partnership, sole proprietorship, individual or business of any kind in whose name or on whose behalf the goods or services are being provided to the University.
- **“Family Member.”** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse’s parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **“Public Official.”** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **“Relationship.”** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under [Board Rule 106](#).
- **“UAS.”** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **“You.”** Includes (1) the individual(s) or representative(s) of the Entity who (a) solicited the Agreement or (b) are responsible for managing the account or relationship with the University, and their partners or co-owners; and (2) any member of the of foregoing individuals' immediate family (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity and Individual Completing this Form (may be completed by an authorized account manager/representative)

Entity Name:	<input type="text"/>		
Individual Name:	<input type="text"/>		
Title:	<input type="text"/>		
Address Line 1:	<input type="text"/>		
Address Line 2:	<input type="text"/>		
City, State, Zip:	<input type="text"/>	Telephone:	<input type="text"/>

2. UAS Entity with which You propose an Agreement? (i.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided:

Grant or proposal number (if applicable):

Amount or anticipated amount:

Term:

Is the proposed Agreement the result of a competitive or bid process? Yes No

4. Have "You" (See definition above) or the Entity supplying the goods or services previously provided goods and/ or services to UAS within the current or last fiscal year? Yes No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and /or services identified in response to Question 4 total \$1,000,000 or more? Yes No

6. a. Do You have a relationship with any UAS employee or Trustee who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

b. Do You have a relationship with any Public Official who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? Yes No

If You answered "Yes" to questions **6.a.** and/or **b.**, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official: _____

Campus/department where employed or position held: _____

Nature of relationship: _____

Potential Benefit: _____

Name of UAS employee, Trustee, or Public Official: _____

Campus/department where employed or position held: _____

Nature of relationship: _____

Potential Benefit: _____

If you need to provide further information regarding UAS employee(s) or Trustee(s), or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants, lobbyists, and/or Public Official assisted in obtaining the proposed Agreement? Yes No

If yes, please provide the following information for each consultant or lobbyist.

Name: _____

Address: _____

Name: _____

Address: _____

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify I am authorized to complete this form on behalf of the Entity in whose name or on whose behalf goods or services are being provided, and I further certify no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date

GENERAL CONDITIONS
CHANGE LOG

It is the responsibility of the Bidder to read and familiarize themselves with these General Conditions prior to bidding a job since they will become a part of their contract. Occasionally, the University deems it necessary to make changes in the General Conditions. When we do so, we will list those changes on this page along with the date of the change. Once a particular change has been shown on this page for six (6) months we will drop it from this page. This page is being done for the convenience of the Bidder only and in no way shall the University be responsible for any inadvertent change being left off this page. It is the responsibility of the Bidder to read the General Conditions and capture changes. **The Bidder is always responsible for reading and understanding the General Conditions prior to bidding.**

<u>Article changed</u>	<u>Date changed</u>
Article 54	03/01/24
Article 28	08/23/24
Article 25	08/29/24

GENERAL CONDITIONS OF THE CONTRACT

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1. 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. Bid Proposal (Bid Form)
4. Bid Guaranty (As required by Article 6 of Instructions to Bidders)
5. Contract Agreement for Construction Form
6. Contract Bonds (Performance and Material Bond Forms as required by Article 32 of General Conditions of Contract)
7. Evidence of Insurance
8. Vendor Disclosure Statement
9. E-Verify Proof of Enrollment- Awarded Bidder must show evidence of being enrolled in the U.S. Government E-Verify Program. Said evidence shall be submitted with the Contract for Construction. Failure to do so will be grounds for Contract not to be executed.

B. GENERAL CONDITIONS OF THE CONTRACT

C. DETAILED SPECIFICATION REQUIREMENTS

D. DRAWINGS

2. DEFINITIONS, INTENT, CORRELATIONS, AND STREAMLINING:

A. DEFINITIONS:

Wherever 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. **AWARDING AUTHORITY OR OWNER:** The Board of Trustees of The University of Alabama, a corporation, the Party of the First Part to the Contract Agreement, acting through its authorized representatives.
2. **BID:** The written offer for the Work contemplated, made out and submitted by the Bidder in the required manner, on the prescribed Bid Proposal Form, property signed, and guaranteed.
3. **BIDDER:** The person or persons, firm, partnership, association, corporation, or combination thereof, submitting a Bid for the Work, or any portion thereof, acting directly or through a duly authorized representative who has met the licensing requirements for general contracting as required by Title 34, chapter 8, Code of Alabama (1975), as amended.

4. COMMISSION: The Alabama Department of Finance – Division of Construction Management, or any agency that may be designated by the Legislature as its successor.
5. CONTRACT AGREEMENT: The written Contract Agreement for Construction executed between the Awarding Authority and the successful Bidder, covering the performance of the Work, by which the Contractor is bound to perform the Work and to furnish the labor, materials, and equipment under the terms of the Contract Documents, and by which the Awarding Authority is obligated to compensate the Contractor therefore at the mutually established and accepted rate or price, or as hereinafter provided.
6. CONTRACT BONDS: The approved bonds, required by Chapter 1, Title 39, Code of Alabama (1975), as amended, and furnished by the Contractor and its Surety to guarantee both completion of the Contract in accordance with the Contract Documents and prompt payment to all persons supplying labor, materials, supplies, etc.
7. CONTRACTOR: The person or persons, company, firm, partnership, association, corporation, limited liability company, cooperative or combination thereof, the Party of the Second Part to the Contract Agreement, acting directly or through its agents or employees.
8. DESIGNER: The professional person, firm, association, or corporation who, having met requirements of Title 34, Code of Alabama (1975), as amended, has indicated by seal or signature and license number that full responsibility has been accepted for the design, and who has been employed by the Awarding Authority, or in case of the termination of his employment, his successor designated by the Awarding Authority, to furnish the drawings and specifications in the Contract Documents.
9. DIRECTOR: The Director, Technical Staff, or the Alabama Department of Finance – Division of Construction Management, acting either upon his own initiative or through the Project Manager or other duly authorized Supervisors and Inspectors, acting severally within the scope of the particular duties entrusted to them or the authority given them.
10. MODIFICATIONS OF THE GENERAL CONDITIONS: Changes or modifications of the parts of these General Conditions.
11. NOTICE TO PROCEED: A proceed order issued by the Awarding Authority, within fifteen (15) days after final execution of the Contract Agreement, 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.
12. SUPPLEMENTAL GENERAL CONDITIONS: Additional special or general requirements that are necessary and peculiar to the particular project and which are not included in the parts of these General Conditions.

13. SPECIFICATIONS: The general term comprising the Statutory and Procedural Documents, General Conditions of the Contract, the detailed 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 any agreement between the Subcontractor and the Contractor with the prior written approval of the Awarding Authority.
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 work described in the Contract Documents.
17. THE WORK: The work shall mean whatever is done or required of the Contractor to perform and complete its duties under the Contract Documents including, without limitation, the following: construction of the whole or designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat light cooling and all other utilities as required by the Contract Documents.

B. INTENT:

The intent of the Contract Documents is to include all labor, supplies, materials, water, fuel, tools, equipment, plants, utility and transportation services, and all other incidental services and expenses necessary or required for the complete, correct, proper and timely execution 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 to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:
 - (a) The Construction Contract.
 - (b) Addenda, with those of later date having precedence over those of earlier date.
 - (c) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
 - (d) General Conditions of the Contract.
 - (e) The Specifications.
 - (f) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
 - (g) The Drawings; large scale drawings shall take precedence over smaller scale 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 and 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 specifically widely adopted trade meaning afforded certain terminology will be considered in any interpretation containing such terminology.
3. **GENERAL AND SUPPLEMENTAL GENERAL CONDITIONS:** Where both General and Supplemental General Conditions relate to the same thing, the Supplemental General Conditions will prevail; that is, the specific language will take precedence over the more general wording; however, where both the General and Supplemental General Conditions may be given reasonable effect, both are to be retained.

4. **PRINTING, TYPING, AND WRITING RECONCILING DISCREPANCIES:**

If there is a discrepancy between figures and words, words 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 or legal principles or public policy.

5. **DRAWINGS AND SPECIFICATIONS:** The intent of the Specifications is to outline or indicate in items of work that cannot readily be shown of the Drawings and, further, to indicate types and qualities 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 carefully read, examine, and study the Drawings and Specifications and shall immediately report all ambiguities, inconsistencies, conflict, errors, discrepancies, deviations from industry standards or from manufacturer's recommendations, and/or omissions discovered therein by letter to the Awarding Authority. All such ambiguities, inconsistencies, conflicts, errors, discrepancies, deviations from industry standards or from manufacturer's recommendations, and/or omissions will be adjusted by the Awarding Authority who will notify the Contractor. Any adjustments made by the Contractor without prior approval will be at Contractor's own risk, and the settlement of any complications arising from such adjustment will be at Contractor's own expense.

7. EXPLANATIONS: Any doubt as to the meaning of the Drawings or Specifications, or any obscurity as to the wording of them, will be explained by the Awarding Authority 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 Awarding Authority in writing.

D. STREAMLINING:

1. OMISSION OF WORDS AND PHRASES: The detailed Specification requirements 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," "as indicated on the Drawings," or "according to the Drawings," are intentional. Omitted words or phrases will be supplied by inference. Wherever in the Specifications or upon the Drawings, APPROVED, AUTHORIZED, CONTEMPLATED, CONSIDERED NECESSARY, DEEMED NECESSARY, DESIGNATED, DIRECTED, GIVEN, ORDERED, PERMITTED, PRESCRIBED, REQUIRED, or words of like import are used, they shall be construed to mean and intended "by the Awarding Authority," and similarly, the words ACCEPTABLE, SATISFACTORY, or words of the like import shall be construed to mean acceptable to or satisfactory "to the Awarding Authority", 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 the Advertisement for Bids.

3. ADDITIONAL DETAIL DRAWINGS AND INSTRUCTIONS:

Further information and instructions may be issued and transmitted to the Contractor by the Awarding Authority 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 ambiguities, inconsistencies, conflicts, errors, omissions, deviations from industry standards or from manufacturer's recommendations, and/or discrepancies found between the Drawings and Specifications and site conditions shall be immediately reported in writing to the Awarding Authority who will promptly correct the same in writing. Any work done by the Contractor after its discovery of such ambiguities, inconsistencies, conflicts, discrepancies, errors, or omissions, and prior to receipt of written clarification or correction, shall be done at Contractor's own risk.

In case of a difference 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.

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 ambiguities, inconsistencies, conflicts, errors, omissions, deviations from industry standards or from manufacturer’s recommendations and/or discrepancies appear in or between any of the Contract Documents; the Contractor shall request interpretation, clarification, or correction before proceeding with such work. If Contractor fails to make such a request, no excuse will thereafter be entertained by the Awarding Authority for Contractor’s failure to execute and complete the work in a correct and satisfactory manner.

Contractor shall have a continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings, and Samples and product data and shall give written notice to the Awarding Authority of any inconsistency, ambiguity, conflict, discrepancy, error or omission, deviations from industry standards or from manufacturer’s recommendations, which Contractor may discover with respect these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Awarding Authority or Designer of the Contract Documents, Shop Drawings, or Samples and product data shall not relieve Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of Contractor’s compliance with this Contract. The Awarding Authority has requested that Designer to only prepare documents for the Project, including Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, AWARDING AUTHORITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS.** By execution of the Contract Agreement, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that Contractor has not, does not, and will not rely upon any representation or warranties by the Awarding Authority concerning such documents as no such representation or warranties have been or are hereby made.

4. COPIES FURNISHED CONTRACTOR:

Except as otherwise provided, all required copies of Drawings and Specifications for the execution of the Work will be furnished to the Contractor by the Designer without charge. Other copies requested will be furnished at reproduction cost. “Maximum 20 sets”.

5. SHOP DRAWINGS AND SUBMITTALS:

The Contractor shall check the Contract Drawings for accuracy and verify with field measurements as necessary. Contractor shall submit to the Awarding Authority with its criticism and/or approval, all layouts, detail schedules, shop drawings, and setting or erection drawings as required by the Specifications or requested by the Awarding Authority for proper installation of materials, without causing delay in the Work. The Contractor shall read, carefully study, and check Subcontractors' shop drawings for accuracy and see that work contiguous with and having bearing on work indicated on shop drawings shall be dated, numbered consecutively, show working and erection dimensions and necessary details, and include 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 its own risk.

All shop 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 Awarding Authority by Awarding Authority's approved method (hard copy, email, software etc.) to be dictated at the pre-construction meeting (with Contractor's approval thereon) sufficiently in advance of construction requirements to allow checking, correcting, re-submitting, and re-checking. Whenever necessary, due to receipt of a high volume of simultaneous submittals, the Designer shall notify the Contractor that submittal review must be prioritized and request the Contractor to provide said prioritization, in writing, of those simultaneous submittals based on the contractor's approved project schedule. This shall have the effect of staying the 21 day review requirement for the lower priority submittals. 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 returned to the Contractor by the Awarding Authority. Should shop drawings be disapproved and returned to the Contractor by the Awarding Authority indicating corrections and changes to be made such corrections, changes, including design and artistic effect, shall be submitted to the Awarding Authority until final approval is obtained. No corrections or changes indicated on shop drawings will be considered as Extra Work. Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the Designer.

The approval of shop drawings, schedules, and setting or erection drawings will be general and shall not be construed

- A. as permitting any departure from contract requirements,
- B. as relieving the Contractor of the responsibility for any error in details, dimensions, coordination with other work, or otherwise that may exist in shop drawings and schedules, or
- C. as approving departures from drawings and specifications or from additional details or instructions previously furnished by the Awarding Authority unless Contractor has in writing called attention to such deviations at the time of submission and secured written approval.

Operation and Maintenance Manuals are considered submittals, and as such shall be submitted in the required format and in a timely manner for review and approval acceptance during the Project but no later than 30 days prior to contract completion date.

Shop drawings, product data and samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents.

6. PROJECT AND RECORD DOCUMENTS:

The Contractor shall keep on the site of the Work, and in good order, at least one set of its Contract Drawings including shop drawings, specifications, and all authorized change orders, and shall at all times give the Awarding Authority, and their representatives access thereto.

The Contractor shall also keep in his office on site of the Work one set of Contract Drawings and Specifications furnished by the Awarding Authority, herein referred to as RECORD DRAWINGS, on which shall be recorded all work as built or installed, and such other information as is specified or required. Contractor shall carefully draw and letter notes of explanation, in ink, on the Record Drawings, as a fully dimensioned record of all work. The Record Drawings, supplemented by any detailed sketches deemed necessary, shall indicate the work "AS-BUILT" and shall clearly designate all notations by "clouding" around the notation. 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 or correction made on such drawings will be initialed and dated by the Contractor's Supervisor or Awarding Authority's Inspector. At the conclusion of the project and prior to final inspection and as a condition of final payment, the Contractor shall upload in pdf and CAD the approved as-builts with all changes/ASI's etc. incorporated to the Awarding Authority's preferred project site and transfer all "As-Built" information from the Record Drawings to the CAD and pdf files. These need to be signed by General Contractor, dated and marked "As-Builts." The Contractors shall also furnish "As-Builts" in the most current version of Autocad. (See Article 01700)

7. OWNERSHIP OF DRAWINGS:

All originals or duplicated Contract Documents, including the Drawings and Specifications, and other data prepared by the Awarding Authority or Designer, and copies thereof prepared and furnished to the Contractor are the property of the Awarding Authority.

Upon completion of the Work, all copies of the Drawings and Specifications, with the exception of two sets retained by the Contractor, shall be returned by the Contractor to the Awarding Authority.

8. SAMPLES:

The Contractor shall, without undue delay, furnish and submit to the Awarding Authority any samples which require the Awarding Authority's or Designer's approval, and also any samples which may be

requested by the Awarding Authority, of any and all materials or equipment Contractor proposes to use. All shipping charges on the samples shall be prepaid. Samples shall be furnished sufficiently in advance to allow the Awarding Authority reasonable time for examination, investigation, or consideration without delay to the Work.

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

Contractor's use of materials or equipment in the Work prior to receiving any required sample approval of such materials or equipment shall be solely at the Contractor's risk and expense.

Each sample shall have a label indicating the material represented, its place of origin and the name of the producers, the Contractor, and the building or Work for which the material is intended. Where manufacturer's printed instructions for installation are required, duplicate copies of such directions shall be submitted with samples. Contractor's attention is directed to General conditions Article 50, USE OF FOREIGN MATERIALS.

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 shall accompany each sample transmission by the Contractor.

After a material has been approved by the Awarding Authority no additional samples of that material will be considered and no change in brand or make will be permitted.

Failure of any materials to pass required 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 Awarding Authority may deem necessary, will be produced from the various materials delivered for use in the Work. If any of these test samples fail to meet the contract requirements, any previous approvals will be withdrawn and such materials shall be subject to removal and replacement by the Contractor with materials or equipment meeting the contract requirements. The Awarding Authority has the option to allow the defective materials to remain in place subject to proper credit or adjustment of the Contract Price as hereinafter set forth under General Conditions Article 21, DEDUCTIONS FOR UNCORRECTED WORK.

The costs of tests will be borne as specified in the Contract Documents.

9. PROGRESS SCHEDULE AND CHARTS:

The Contractor shall, within ten days after date of commencement and as directed in the earlier of either the Notice to Proceed, Letter of Intent, or other instrument, prepare and submit for the Designer and Awarding Authority's review and approval a Critical Path Method (CPM) type of schedule (in both electronic (not PDF) and hard format) showing the order in which the Contractor proposes to carry out the Work within the contract time. The CPM schedule shall include, among other detail, the date

Contractor will start the salient features of the Work, including, but not limited to, procurement of material, plant and equipment, startup, testing and acceptance, critical milestones, activity relationships and constraints, float, and the contemplated date of completion for the Work and each activity there under. The schedule shall be of sufficient detail to reflect all major aspects and constraints of the Work including, but not limited to, coordination with other trade packages and any information or action required by Designer and/or the Awarding Authority. The Designer and Awarding Authority's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Designer or Awarding Authority has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

The CPM schedule shall be in the form of a computerized flow chart per requirements in Specification Section 01320 Schedule. No claims for time extensions will be granted prior to the submission and approval of a progress schedule compliant with this or any other applicable section. Contractor shall provide licensed copies of software used to develop the schedule at no additional cost to the Awarding Authority. The Contractor shall regularly update the CPM schedule. At two-week intervals, contractor shall enter the actual percentage of completion and the actual start and finish dates on the construction schedule and deliver to the Awarding Authority two current copies showing planned and actual progress of the Work with each Application for Partial Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work once Change Order with time extension is approved and executed.

The Contractor's construction schedule shall be used by the Contractor, Designer, and Awarding Authority to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or amount of construction plant as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Designer or Awarding Authority, the Contractor is not taking sufficient steps to regain schedule, upon written request Contractor shall submit for review by Designer and Awarding Authority such supplementary or revised construction schedules as necessary to demonstrate the manner in which the original rate of progress will be regained, all without additional cost to the Awarding Authority.

Failure by the Contractor to comply with these progress requirements in order to ensure completion within the Contract Time will be sufficient reason for the Awarding Authority to terminate the Contract or supplement the Contractor as provided elsewhere in the contract.

The Contractor's construction schedule shall begin with the date of commencement stated in the Notice to Proceed or Letter of Intent and conclude with the date of Substantial completion of the Work. Float or slack time within the construction schedule is **not** for the exclusive use or benefit of the Awarding Authority or of the Contractor, but is a resource available to both parties as needed to meet contract milestones and the contract completion date.

Pursuant to these float sharing requirements, no time extensions will be granted until a delay occurs which will impact the Work's critical path, consumes all float or contingency time available, and extends the Work beyond the contract completion date.

Whenever necessary, due to receipt of a high volume of simultaneous submittals, the Designer shall notify the Contractor that submittal review must be prioritized and request the Contractor to provide said prioritization, in writing, of those simultaneous submittals based on the contractor's approved project schedule. This shall have the effect of staying the 21 (twenty one) day review requirement for the lower priority submittals.

No extension of contract time will be granted for Owner delays concurrent with delays by the Contractor.

The Awarding Authority reserves the right to reduce the Contract Time to the time of completion shown on the Contractor's early completion schedule at no additional cost to the Awarding Authority.

Under no circumstances shall the Owner's acceptance of an early completion schedule be basis for the Contractor to claim additional costs, general conditions, or other claims for delay.

Should the contractor fail to submit a progress schedule in compliance with this section, the Owner may suspend work with no time extension granted.

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, Contractor warrants that all materials, products, systems and equipment, including those purchased under the Purchasing Agent Agreement, incorporated in the Work shall be new and without apparent damage, be of quality equal to or higher than that required by the Contract Documents, be merchantable, and free of defects.

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

Sales Tax- Bidders are not to include Sales, Use, or Severance Taxes in their bids.

Sales Tax Exempt Certificate- Under Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, the Contractor is responsible for obtaining a Certificate of Exemption from the Alabama Department of Revenue for purchases of materials and other tangible personal property made part of the Project. Any subcontractors purchasing materials or other tangible personal property made part of the Project will be responsible for obtaining a Certificate of Exemption. It is the General Contractor's responsibility to comply with the law and the Department of Revenue regulations throughout the duration of the Project. Any delay in obtaining the Certificate(s) of

Exemption due in whole or in part to the fault of the Contractor or subcontractor will not be cause for an extension of time for completion of the Project nor an increase in price.

11. EQUIPMENT AND MATERIAL DEVIATIONS:

Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.

Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc. and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of the final paragraph below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.

If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

12. ROYALTIES; PATENTS; AND COPYRIGHTS:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyright or patent right and shall hold and save harmless the Awarding Authority and its agents and employees from any liability or loss of any nature or kind, including cost and expenses, for or on account of any copyright or any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Awarding Authority.

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

13. SURVEYS, PERMITS, LAWS AND REGULATIONS:

A. SURVEYS- The Contractor shall provide competent professional services to execute the Work in accordance with contract requirements. Contractor 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 Awarding Authority, Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments outside the project site.

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, Contractor shall promptly notify the Awarding Authority.

- B. PERMITS- The Contractor shall obtain and pay for all licenses and permits and shall pay all fees 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.
- C. LAWS- 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 Agreement is at variance with applicable laws, ordinances, regulations, or building code requirements, Contractor shall promptly notify the Awarding Authority and any necessary adjustments of the Contract Agreement will be made as hereinafter specified under General Conditions, Article 19, CHANGES IN THE WORK.

The Contractor shall have included in its bid price all Federal, State, and local taxes except taxes and assessments on the real property of the site of the Work and other taxes to be excluded under the terms of the bid documents. Wherever the law of the place of building requires a special tax not excluded by the terms of the bid documents, the Contractor shall have included in its bid price such taxes. (Refer to “Supplemental General Conditions” which may contain additional tax information).

- D. UA PERMITTING, INSPECTION & CERTIFICATE OF OCCUPANY PROCEDURES- General Contractors shall follow the Permitting, Inspection & Certificate of Occupancy Procedure for University of Alabama Projects that is included in the Contract Requirements of the Front-End specifications.

14. PROTECTION OF WORK AND PROPERTY AND NOISE CONTROL:

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

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

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, and shall be responsible for all unauthorized cutting or damage of trees and shrubs, including damage of grass areas, due to careless operation of equipment or stockpiling of materials.

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 pruning compound. The Contractor may be required to replace or restore at its 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 the following steps if historical items, artifacts, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner, may be encountered during demolition or excavation operations. These items remain the Owner's property. The following steps should be taken should any items be encountered on-site:

1. Operation should stop immediately and UA Construction Administration Project Manager and or Field Coordinator should be notified.
2. The Office of Archaeological Research will be contacted (205-371-2266) to document and catalogue and to remove and store each item or object in an appropriate professional manner to prevent damage.
3. Cooperate with Owner's archaeologist or historical adviser as required until the area identified that might contain additional items has been cleared.
4. Once the area is cleared, the construction activities can proceed in the normal process.
5. Contractor and Project Manager should immediately note and document the impact on the schedule and specifically the critical path.

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

The CONTRACTOR shall adequately provide protection to all surface and subsurface utilities including, but not limited to, existing valves, valve coverings, manholes, electrical equipment and other utility components within the Project site and adjacent property where work is being performed in relation to the Project. Protection should include, but is not limited to, locating, marking/flagging, barricading or other means necessary to avoid damage to all utility components. In the event a utility

component is damaged due to negligence by the CONTRACTOR, the CONTRACTOR shall immediately notify the UA Project Manager and diligently cooperate with the Awarding Authority until repairs are complete. All repairs and replacements shall be performed only upon approval of Awarding Authority whose decision shall be final.

In order to protect infrastructure, telecommunication, and all utilities during excavation the University and Contractors shall adhere to these guidelines:

1. The CONTRACTOR shall review and fully abide by the Awarding Authority's "Underground Utilities Locate Procedures" found in the Front End Documents as listed in the Table of Contents.
2. In the event timely notice of such excavation or digging is not given or if such notice is given but a telephone cable or network fiber is cut or damaged due to the negligence of the general contractor or subcontractor, the University will charge the general contractor the following amounts and may withhold from any accrued payments the amounts due.

For Telecommunication Lines:

Fiber:

\$ 5000 Service Interruption Fee

\$100 per fiber splice (i.e. the fiber is 30 pair, then 60 splices will be required)

Plus cost of Material

Copper:

\$5000 Service Interruption Fee

Time – Rate is \$35.00/manhour and \$50.00/Overtime manhour

Plus Cost of Material

For All Other Utilities:

Time and Material for cost of the repair to the utility, any loss of business or operational use, any UA necessary support of the event, and any quantifiable utility cost.

The minimum charge of the event will be \$1,000.

NOISE CONTROL

- A. The Owner shall conduct baseline noise level monitoring prior to construction and periodic monitoring of noise levels during the construction. The Owner shall also conduct base line testing of all equipment delivered to the site for compliance of the 86 DBA at 50 feet guideline prior to commencing work.
- B. The Contractor shall develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum. The Owner will make final interpretation concerning whether nuisance noise conditions exist.

- C. The Contractor will schedule construction activities to avoid excessive noise during final exams, commencement, or other events. The Owner will identify the specified days in the bid documents.
- D. The Contractor shall execute construction work by methods and by use of equipment which will reduce excess noise.
- E. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations.
- F. The Contractor shall manage vehicular traffic and scheduling to reduce noise. This includes, but is not limited to, vehicles or other equipment with back up alarms.

15. CLIMATE CONDITIONS:

The Contractor shall suspend any work that may be subject to damage by climatic conditions outside of the material manufacturer's specifications and/or industry standards.

16. BUILDING ENVIRONMENTAL CONTROL:

The Contractor shall provide, at its expense, all necessary equipment, utilities, fuel, safeguards and other requirements to maintain temperature and humidity control within the specifications and material manufacturer's stated tolerances as necessary to protect all work and materials against damage and installation failures until final acceptance of all Work in the Contract, unless the building or buildings are fully occupied by the Awarding Authority prior to such acceptance, in which case the Awarding Authority will assume all expense of maintaining building environmental control from the date of occupancy. The Contractor shall provide building environmental control including, but not limited to, the following:

- A. at all times during the placing, setting, and curing period of concrete, sufficient temperature control to ensure the heating of spaces to not less than 50 F and not to exceed 90 F,
- B. for the placing of interior wood finish work and throughout the placing of wood finish and other interior finishing, varnishing, painting, etc., appropriate building environmental control shall be in place for a period of ten days previous and until final acceptance of the Work,
- C. 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 in order to maintain appropriate building environmental control for the work taking place and commensurate with the final operating conditions,
- D. provides such other protection as required under the specific material specifications in Divisions 2-16 of the Specifications or the manufacturer's recommendations.

17. INSPECTION OF THE WORK:

The Awarding Authority or any agency having jurisdiction, and their representatives shall, for inspection purposes, have access at all times to the Work 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, shall be subject to inspection, examination, and test by the Awarding Authority (or its duly authorized representatives) at any and all places where such manufacture and/or construction are being performed. The Awarding Authority 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 Awarding Authority may appoint or assign Inspectors, with designated duties and restricted authority, to inspect the work, or to make special inspections requested in advance by the Contractor, and to report the progress of the Work, and manner or procedure, quality of the material and workmanship, and compliance with the Contract Documents. Authorized inspectors shall have the authority to reject materials, workmanship, or equipment clearly defective or otherwise not in the accordance with the Drawings and Specifications, but neither the presence nor absence of such inspectors shall relieve the Contractor from fully complying with all of the contract requirements.

No inspector has authority 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 any inspector supervise and direct work for the Contractor, nor unreasonably interfere with the Contractor's operations beyond the extent necessary to make certain that the Work is being carried out according to the contract requirements.

Any advice which an inspector may give to the Contractor shall not be, nor construed to be, as binding on the Awarding Authority in anyway, nor release the Contractor from its duty to comply with all of the contract requirements.

The Contractor shall furnish promptly, without extra compensation, all reasonable facilities, labor, services, equipment, and material necessary for safe and convenient access, inspection, and tests that may be required. 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 Awarding Authority on account of material and workmanship not being ready at the time set by the Contractor for an inspection or test.

Should the Awarding Authority 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, services and material. If such work is found to be defective the Contractor 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, the work of examination and replacement will be considered and compensated for as Extra Work ordered by the Awarding Authority and, in addition, if completion of the Work has been delayed thereby, an extension of time will be granted for such delay.

In order for this project to be “Substantially Complete” the following is required: Awarding Authority’s receipt of the pre-final closeouts; a final inspection held and the project declared “Substantially Complete”, in writing, signed by the Architect (if applicable) and the Awarding Authority. “Substantial Completion” means the designated work is sufficiently complete, in accordance with the contract documents, such that the Awarding Authority may occupy or utilize the work for the use intended in a safe and unencumbered manner, as represented by the contract documents. The date of Substantial Completion is the date upon which the contract time stops and all warranties for the designated work commence. The attached form (Attachment B) will officially document the substantial completion date.

18. SUPERINTENDENCE AND SUPERVISION:

The Contractor shall continuously supervise, direct and coordinate the Work, using its best skill, effort, knowledge, and attention during performance of the work. Contractor shall employ and maintain at the Project only competent supervisory personnel. Contractor’s superintendent(s), whose qualifications are acceptable to the Awarding Authority, shall be at the site at all times during construction activity, and shall be authorized to act for Contractor in its absence. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner’s review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

The Contractor shall provide a sufficient and appropriate level of superintendence to prosecute the work with diligence and to ensure adequate oversight, management, and supervision given the complexity, phasing, size, and/or affected area of the project. The Superintendent(s) should be on site at all times when work is being performed and should be solely dedicated to the supervision and oversight of the work. Contractor’s Superintendents(s) shall not be the primary operator of equipment or perform other tasks apart from or in addition to project supervision.

Unless otherwise indicated in the bid documents, Contractor shall provide onsite representation to respond to any issues which may arise during initial Owner occupancy/move-in.

The Awarding Authority reserves the right to credit the contract for any unreasonable or uncustomary absence of the Superintendent(s) from the site. The Contractor shall not remove from the work a superintendent who is satisfactory to both Contractor and the Awarding Authority, unless his employment is terminated. At the Awarding Authority’s discretion, work may be suspended, with no extension to the contract time, until such time that a qualified replacement acceptable to the Awarding Authority is provided. Contractor shall be responsible to the Awarding Authority for any acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

Owner / Architect / Contractor (OAC) meetings shall be held bi-weekly ON CAMPUS until the project is determined “closed out” by the Awarding Authority. Project Superintendent (Contractor)

shall attend meetings until all punch list items are complete. Project Manager (Contractor) shall attend meetings until Awarding Authority has deemed project closed in accordance with 01700 Project Closeout.

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

The Contractor shall read, carefully study and compare all Drawings, Specifications, other instructions and related data, and promptly report in writing to the Awarding Authority, any ambiguity, conflict, inconsistency, discrepancy, error, omission, deviations from industry standards or from manufacturer's recommendations that it may discover. Contractor shall be liable for the performance and the cost of any necessary corrections resulting from adjustments or modifications of Contract Documents made without prior approval. If Contractor performs any of the Work knowing it involves a recognized error, conflict, inconsistency, discrepancy, or omission, deviations from industry standards or from manufacturer's recommendations, in the Contract Documents without notice to the Awarding Authority, the Contractors shall bear the responsibility for such performance and shall bear the cost of correction. If this condition is not observed, the Awarding Authority has the right to shut down the project immediately without any additional cost to the Awarding Authority.

19. **CHANGES IN THE WORK:**

A. GENERAL

1. The Owner at any time may make changes in the Work by changes in the Drawings and the 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.
2. If the Owner directs a change in the work, the change shall be incorporated into the Contract by a Change Order prepared by the Architect and signed by the Architect, Contractor and Owner, acknowledging their agreement to the change or changes in the Work and the adjustments, if any, in the Contract Sum and Contract Time.
3. In advance of delivery of a fully executed Contracted Change Order, the Architect shall furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:
 - (a) Identifies the Contractor's accepted or negotiated proposal for the change; and
 - (b) States the agreed adjustments, if any, in Contract Sum and Contract Time; and
 - (c) States that funds are available to pay for the change; and
 - (d) Is authorized by the Owner
4. Subject to compliance with Alabama's Public Works Laws, the Owner may, upon agreement by the Contractor, incorporate previously un-awarded bid alternates into the Contract.

5. Consent of Surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum greater than ten percent of the contract amount (bonded amount is the original contract amount plus ten percent).
6. Credits to the Owner for additive and deductive changes shall be governed by Article 19.B.2 and 19.B.3.
7. Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner, through the Architect. When time is of the essence, and performance of the work is integral to the completion of other adjacent work, the Contractor must proceed immediately as directed by the Architect.

B. ADJUSTMENT OF CONTRACT SUM

1. METHODS: The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by Owner.
 - a) Lump Sum – By mutual agreement to a lump sum based on, or negotiated from, an itemized cost proposal from the Contractor. This amount shall be all-inclusive, covering direct costs, as well as any fees. Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices to be used in estimating the value of any changes that might be ordered. For the purposes of this method, Contractor and Subcontractors, shall furnish, at a minimum, the following on their own letterhead; all material or vendor quotes (with quantities and unit cost), labor hours, labor rates, labor burdens (as defined in subparagraph 19.B.1.c.(vi), equipment, and any other relevant information necessary to analyze the quote. For the purpose of this method of determining and adjustment of the Contract Sum, “overhead” shall cover the Contractor’s indirect costs of the change such as, but not limited to, the cost of bonds, insurance, superintendence and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.
 - (i) For the Party performing the work, the cost of the work, less any credits, shall have a maximum markup for Overhead and Profit of 10%.
 - (ii) The prime contractor or upper-tier subcontractor’s markup on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable, and shall not exceed 10%. No more than 10% shall be added by each successive lower-tier subcontractor, if applicable, for a maximum of 20%.
 - (iii) 19.B.1.a)(i) and 19.B.1.a)(ii) shall also apply to Time and Materials changes.
 - b) Unit Price – 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. However, if the unit price originally agreed on is do materially changed that application of

such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted and agreed to in advance of performing the work.

- c) Time and Materials – If the contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for the change, the Owner, through the Architect may order the Contractor to proceed with the change on a Time and Materials basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor’s proposal. Such order shall state that funds are available to pay for the change. When the Contractor proceeds with the change in the Work on a force account basis, the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, and itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum for Time and Materials shall be limited to the following:
 - (i) cost of labor and supervision – at a minimum all labor should be detailed as follows: name, classification, date, daily hours, total hours and extensions for such laborers, Contractor shall submit copies of actual payrolls if requested;
 - (ii) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
 - (iii) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor owned;
 - (iv) changes to be governed by Article 19.B.2 and 19.B.3;
 - (v) costs of permits and fees related to the change in the Work;
 - (vi) job labor burden is defined as follows: workers compensation insurance, FICA, federal and state unemployment insurance, retirement plan, and health insurance (single coverage only; no dental or vision), unless mutually agreed upon in writing within ten (10) days of the start of work.
 - (vii) Contractor shall submit proof of payment for burdens if requested.
2. ADDITIONS TO THE CONTRACT AMOUNT: The contract sum under any of the three (3) methods shall include the Contractor’s direct cost plus a reasonable markup for overhead (as defined in 19.B.4 below). Overhead and profit for all changes shall be calculated in accordance with 19.B.1.a). Where subcontract work is involved, the total markup for shall not exceed the amount defined in 19.B.1.a). When the contractor’s or subcontractor’s portion of a change order request involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor’s fee is limited to the net increase to contractor or subcontractors’ portions cost computed in accordance herewith.
3. DEDUCTIONS TO CONTRACT AMOUNT: When a change order request involves credit items only, a proper measure of the amount of downward adjustment in the contract prices is the reasonable cost to the contractor or subcontractor if they had performed the delegated

work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment of a deductive change. The amount of such allowance is negotiable.

4. **MARKUPS AND OVERHEADS:** For the purpose of determining an adjustment of the Contract Sum, "overhead" shall cover all of the Contractor's indirect costs, such as, but not limited to: the cost of insurance and bonds, superintendence and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, home office expenses; and all other indirect costs. No markups will be allowed on markups.

C. ADJUSTMENT OF CONTRACT TIME

1. If the Contractor determines that additional time is necessary resulting from the changes in the Work they shall notify the Owner and Architect in writing at the same time they give the Owner and Architect their cost proposal. Such notification shall explain in detail why they are requesting an extension in time. Such detail shall show at a minimum how the change affects the project's Critical Path. The Contractor shall utilize the most current CPM schedule to justify any extension of time. Should the Contractor fail to provide the Owner with an acceptable schedule within the time limits specified in the contract documents, the request will not be considered.
2. A cumulative extension of time will not be allowed for changes in the work that result in concurrent delays nor will time be allowed for changes concurrent with contractor delays.
3. Owner and Architect shall determine if an extension in time is necessary per the detail Contractor provides. They shall notify the Contractor in writing of their decision.

D. CHANGE ORDER PROCEDURES

1. OWNER PROPOSED:

- (a) If the Owner proposes to make changes in the Work, the Architect or Owner will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall describe the proposed change by drawings, specifications, narrative or a combination thereof.
- (b) Within 10 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The time may be extended only if, within that time, the Contractor makes a written request with a reasonable justification thereof.

2. CONTRACTOR PROPOSED:

- (a) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of the construction, maintenance or operation or will improve the cost-effective performance of an element of the Project.
- (b) The Owner, through the Architect, will accept, reject or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.
- (c) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractors and Owner, the Architect will prepare an appropriate Contract Change Order for execution. The Contractor shall then proceed as described in 19.A.7 above.

E. CONCEALED CONDITIONS

- 1. If the Contractor discovers conditions in the course of the work which are at a variance with the conditions indicated in the contract documents, notice must be given within 48 hours of the first observance of the condition in question.
- 2. If Contractor believes these conditions will add cost or time to the work it shall immediately begin to keep and maintain detailed, accurate and complete daily records concerning every detail of the potential claim.
- 3. The failure of the Contractor to keep such timely, detailed records shall be deemed to be a waiver by the Contractor of any claim based on concealed conditions.

F. PERFORMANCE PENDING PAYMENT RESOLUTION

- 1. If disagreements arise between the parties concerning the Change Order and any increase or decrease in the Contract Amount or lengthening or shortening of the contract time, the Contractor shall not suspend performance of the change in the Work itself unless ordered to do so by the Owner in writing. However, the Owner shall pay the Contractor an amount that the Owner estimates to be reasonable value for the change in the Work, regardless of the disagreement, if the change in the Work results in any increase in the contract amount. The Owner shall also have the right to decrease the contract amount by an amount the Owner estimates to be a reasonable value for the change in the Work, regardless of the disagreement, if the change in the Work results in decrease in the contract amount.
- 2. Pending agreement of the parties of final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such cost or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

G. AUDIT RIGHTS

If any changes to the Work results in an increase in Contract Amount the Contractor shall provide, and shall require its subcontractors to provide, access to the Owner at all reasonable times to any books, correspondence, receipts, vouchers, instructions, memoranda and records of any kind relating thereof, all of which shall be maintained by the appropriate party for a period of two (2) years commencing from the date Owner makes payment to Contractor for such Change in the Work. The Contractor authorized the Owners, and shall require its Subcontractors to authorize the Owner, to confirm balances due and/or paid for the change in the Work, and to obtain sworn statements and waivers of liens, all to be done if Owner so elects.

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 work under the Contract, Contractor shall give the Awarding Authority written notice thereof within seven (7) days after receipt of such instructions, and in any event before proceeding to execute the work, and the procedure for determining the cost of extra work shall be as provided above under General Conditions, Article 19, CHANGES IN THE WORK. The giving of written notice within seven (7) days after receipt of the instructions giving rise to such claim is a condition precedent to any liability of the Awarding Authority thereof. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for payment for extra work. In connection with any claim by the Contractor against the Awarding Authority for compensation for extra work, any liability of the Awarding Authority for the Contractor's cost shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of Contractor. The Awarding Authority shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established thereof in a court of competent jurisdiction.

Should concealed and unknown conditions encountered in the performance of the Work below the surface of the ground or in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in the Contract Documents be encountered, the compensation to be paid for the Work shall be equitably adjusted by Change Order pursuant to Article 19 of the General Conditions upon written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Awarding Authority having any liability to the Contractor for concealed and unknown conditions, the Contractor must give Awarding Authority and Designer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure of Contractor to make the written notice and claim as provided in this paragraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

21. DEDUCTIONS FOR UNCORRECTED WORK:

If the Awarding Authority deems it expedient to correct work injured or installed at variance with the contract requirements, the Awarding Authority may, if it finds it to be in its 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.

22. DELAYS; EXTENSION OF TIME:

Delays: If the Contractor is delayed in progressing any task which at the time of the delay is then critical, as set forth in the Contractor's Critical Path Method schedule approved by the Awarding Authority and Designer under Article 9, or which during the delay became critical, as set forth in the Contractor's Critical Path Method schedule approved by the Awarding Authority and Designer under Article 9, as the sole result of an act or omission of the Awarding Authority or of any other contractor on the site employed by the Awarding Authority, by strikes, lockouts, fires, abnormal floods, tornadoes, or other cataclysmic phenomenon of nature, or by causes beyond the Contractor's control, then Contractor may be entitled to an extension of time, conditional that the Contractor does not experience a concurrent delay, in which to complete the Work, provided however, that the Contractor shall give written notice of such cause to the Awarding Authority not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. Such time extensions shall only be allowed upon approval of the Awarding Authority. The failure of the Contractor to give such notice within seven (7) days shall constitute a waiver of any claim for an extension of time in which to complete the Work.

Extensions of time shall not be approved for delays due to rain, wind, flood, or other natural phenomenon of normal intensity for the locality, as defined by the NOAA 30-year average for the City of Tuscaloosa and as measured at the project site, nor for any delay occurring more than seven (7) days before written claim therefor is submitted by the Contractor. Extensions of time shall not be approved unless the timing of the event actually and adversely impacts the scheduled work. Additionally, no extension of time will be approved for any disruption to site accessibility for annually recurring events at the University of Alabama. Such events include but are not limited to home athletic events, graduation ceremonies, and residential move in/out days.

Extension of Time: In the event any material changes, alterations or additions are made to the Work which will require additional time for the execution of any work under the Contract Agreement, the time of completion of the work may be extended by such a period of time as may be approved by the Awarding Authority, provided that in such case the Contractor shall make a written request for a time extension to the Awarding Authority within seven (7) days after being notified in writing of such material changes, alterations or additions. No extensions of time shall be given for any minor changes, alterations or additions in the Work. The failure by Contractor to make such written request for a time extension within seven (7) days shall constitute a waiver of any claim for an extension of time in which to complete the Work. The Contractor shall not be entitled to any reparation or compensation on account of 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 its employees, or any other cause, shall be removed from the premises within ten (10) days after written notice is given by the Awarding Authority, and promptly replaced and re-executed by the Contractor in accordance with the Contract requirements and without expense to the Awarding Authority. The Contractor shall also bear the expense of making good all work of the Awarding Authority or its other contractors destroyed or damaged by such removal and replacement.

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 Awarding Authority shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Awarding Authority shall promptly give notice of observed defects due to faulty materials or workmanship, and any damage to other work resulting therefrom. In accordance with the terms of any general or special guarantees provided in the Contract, 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.

25. AWARDING AUTHORITY'S RIGHT TO CORRECT DEFICIENCIES:

Upon failure or neglect by the Contractor to properly prosecute or perform the Work in accordance with the Contract Documents, including any requirements with respect to the CPM schedule and/or progress charts, and after ten (10) days written notice to the Contractor by the Awarding Authority, the Awarding Authority, without prejudice to any other remedy it may have, may correct such deficiencies and may deduct the actual cost thereof from payment then or thereafter due to the Contractor.

In instances where the Contractor's failure to properly prosecute and perform the Work in accordance with the Contract Documents has an actual, or imminent potential, adverse effect on public health, safety, convenience, or property, the Awarding Authority may, after four (4) hours notice to the Contractor, and without prejudice to any other remedy it may have, correct such deficiencies and may deduct the actual cost thereof from payment then or thereafter due to the Contractor. This includes, but is not limited to, protection of existing facilities, furniture, HVAC systems, and existing or new equipment within or adjacent to a project, as well as contractually-required rough cleaning of a project during active construction to prevent trash, debris, and dust from spreading into surrounding areas of a project or existing building. To the extent necessary to prevent damages to existing property, the Awarding Authority may issue a stop work order if the conditions specified in the notice are not addressed in a timely manner.

The Awarding Authority reserves the right to require the Contractor to provide, at Contractor's expense, a warranty bond for items not installed per the Contract Documents that may impair or reduce the reasonably expected service life of the building or related components or systems.

26. AWARDING AUTHORITY'S RIGHT TO TERMINATE CONTRACT:

A. TERMINATION FOR CAUSE

If the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Contractor should fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances, or the instructions of the Awarding Authority or Designer, or should otherwise be guilty of a substantial violation of any provision of the Contract, then the Awarding Authority, after giving the Contractor and its Surety, ten (10) days written notice, may, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the premises and of all material, tools, equipment, and appliances thereon and finish the Work by whatever method the Awarding Authority 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 Awarding Authority upon demand.

B. TERMINATION FOR CONVENIENCE

1. The Awarding Authority may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Awarding Authority that such termination is in the Awarding Authority's best interest. Such termination is referred to herein as Termination for Convenience.
2. Upon receipt of a written notice of Termination for Convenience from the Awarding Authority, the Contractor shall:
 - a) stop Work as specified in the notice;
 - b) enter into no further subcontracts or purchase orders for items such as, but not limited to, materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
 - c) terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
 - d) take such actions as are necessary, or directed by the Architect or Awarding Authority, to protect, preserve, and make safe the terminated Work; and
 - e) complete performance of the Work that is not terminated.
3. In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment

purchased and delivered for incorporation into the terminated Work, which are the property of the Owner. Contractor shall also be entitled to receive payment for any reasonable and customary costs directly related to the termination and calculated in a manner consistent with Article 19, Changes in the Work. The Contractor shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Awarding Authority. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19.

27. CONTRACTOR'S RIGHT TO 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 it, then the Contractor may, after fourteen (14) days' written notice to the Awarding Authority, terminate this Contract and the Awarding Authority will reimburse the Contractor for all work properly executed and any loss sustained upon any plant or materials and any other proper item of damage.

28. APPLICATIONS FOR PARTIAL AND FINAL PAYMENTS:

A. PAYMENT APPLICATIONS- Unless otherwise provided in the "Supplemental General Conditions" or the "Contract Agreement", the Awarding Authority will make partial payments to the Contractor within twenty (20) official UA business days from the date of a properly submitted and duly certified and approved estimate of work as prepared by the Contractor on an Application for Payment form approved by the Designer and the Awarding Authority and submitted to the Awarding Authority.

Contractors shall accept Electronic Funds Transfer (Direct Deposit) in lieu of paper checks unless otherwise indicated.

B. SCHEDULE OF VALUES- The Contractor shall, within ten (10) days after the Notice to Proceed, submit to the Awarding Authority with 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, and divided to facilitate payments to Subcontractors. Where Labor and Materials are both involved with the prosecution of the Work they shall be listed separately on the Contractor's Schedule of Values to the approval of the Architect and UA Project Manager. Upon approval by the Awarding Authority, this breakdown of the contract price, unless later found to be in error, shall be used as a basis for all Applications for Payment. The Contractor shall supply with its schedule of values such data as the Designer and Awarding Authority may require to substantiate its accuracy. The Contractor shall not imbalance its schedule of values nor artificially inflate any element thereof.

C. CASH FLOWS- Awarded Contract Projected Cash Flow must be completed as a foundational aspect of initial pay application within ePAYAPP. It will define the monthly projected cash flows

for the project which will coordinate with the schedule and milestone dates. Aligning cash flow projections with the schedule of values is key to maintaining accuracy and consistency throughout the project's lifecycle. The awarded contract cash flows should be entered for every month in the project schedule.

- D. DRAFTS- The Contractor shall provide, no later than the last OAC of the month, a draft of the pay request for the period to be reviewed by the Architect/Engineer and Awarding Authority. This draft, and subsequently the approved pay application, shall have attached all items listed on the General Contractor's Pay Request Check List.
- E. STORED MATERIAL - An Application for Partial Payment shall include the Contractor's cost of materials not yet incorporated in the Work, but delivered and suitably stored with adequate and reasonable care and control to protect against loss or damage. This includes materials stored both on-site and off-site. For materials stored off-site the Contractor shall provide proof of property or other suitable insurance in an amount equal to or greater than the cost of said stored materials as well as photographs, invoices, or other documentation deemed appropriate by the Awarding Authority of said materials with their Application for Partial Payment. The Awarding Authority reserves the right to observe and monitor the off-site stored materials. During the fabrication/manufacturing process any loss of materials or damage would be the responsibility of the property insurance carrier at the off-site location where fabrication/manufacturing is taking place.
- F. RETAINAGE- In making partial payments, there shall be retained five percent on the estimated amounts complete plus stored material until completion of 50 percent of the contract, after which no additional retainage will be withheld. This retainage will be held by the Awarding Authority until final completion, advertisement, and acceptance of all work covered by the Contract, when Final Payment of the entire balance found to be due will be made.

The Contractor, immediately after being notified by the Awarding Authority that all other requirements of the Contract Documents have been completed, as evidenced by the Certificate of Substantial Completion, shall give notice of said completion by an advertisement for a period of three (3) consecutive weeks in a newspaper of general circulation published within the county where the Work was performed, on a website maintained by the newspaper of general circulation in the county in which work was performed, or on the Owner's website . Proof of publication of said Notice shall be made by affidavit of the publisher or website owner and provided by the Contractor to the Awarding Authority with a printed copy of the Notice published included in the closeout documents. Final Payment shall be due as noted by the Awarding Authority's verification of the Final Application for Payment, but not sooner than 30 days after the completion of the advertisement or notice .

29. VERIFICATION, CERTIFICATION AND APPROVALS FOR PAYMENT:

When the Contractor has made application for Partial or Final Payment, the Awarding Authority shall verify the Application for Payment and shall make payment to the Contractor for such amount as the

Awarding Authority determines to be properly due, or state in writing to the Contractor the Awarding Authority's reasons for withholding verification and payment in whole or in part.

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

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

30. PAYMENTS WITHHELD:

- A. The Awarding Authority may withhold payment of the whole, or any part, of a verified or approved Application for Payment to the extent necessary to protect it against loss on account of any of the following causes discovered subsequent to its verification or approvals:
 - 1. Defective Work not remedied by the Contractor nor, in the opinion of the Awarding Authority, likely to be remedied by Contractor;
 - 2. Evidence indicating probable filing of claims by other parties against the Contractor;
 - 3. Failure of the Contractor to promptly make payments to Subcontractors, or for materials, labors, foodstuffs, and supplies;
 - 4. Damage to another contractor under a separate contract with the Awarding Authority;
 - 5. Evidence indicating probable filing of claims by third parties against the Awarding Authority or the Awarding Authority's property;
 - 6. A dollar value will be assessed for final inspection punchlist items and held in addition to retainage until completed;
 - 7. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages.
- B. When the above causes are removed, payments withheld will then be paid.
- C. The Awarding Authority shall have the right to withhold from payments due to the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another Contract.

31. CONTRACTOR AND SUBCONTRACTOR INSURANCE:

Before any work can be started, Contractor must have a Certificate of Insurance approved by UA with the proper limits, certificate holder(s), and additional insured language as found in the “Insurance Requirements” specification section and modified by any addenda issued during the bid process or as required by UA.

With each pay request, the General Contractor shall include or have on file a current Certificate of Liability Insurance which meets the requirements set out in the UA Insurance Requirements for Contractors.

32. 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 Awarding Authority from any and all damages, either directly or indirectly, the successful Bidder to whom the Contract is awarded shall, within fifteen (15) calendar days after the Contract Agreement has been presented to Contractor for signature, unless otherwise stipulated, furnish at its own expense, and file with the Awarding Authority, an acceptable Surety Bond in an amount equal to one hundred (100%) percent of the contract price of the Contract as 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 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 Awarding Authority 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 fifteen (15) days after the Contract Agreement has been presented to Contractor for signature unless otherwise stipulated, furnish at its expense, and file with the Awarding Authority, an acceptable surety bond for Payment of Labor, Materials, Feedstuffs, and Supplies payable to the Awarding Authority 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, feedstuffs, 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.

Bonds shall remain in force during the entire guarantee period stipulated in General Conditions, Article 24 CORRECTION OF WORK AFTER FINAL PAYMENT.

33. DAMAGES:

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party, or of anyone employed by it, 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.

34. CLAIMS:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Awarding Authority a complete release of all claims arising out of the Contract, or receipts in lieu thereof and, if required in either case, an affidavit that so far as Contractor 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 Awarding Authority, to indemnify him against any claims. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Awarding Authority all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.

35. ASSIGNMENT:

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

36. MUTUAL RESPONSIBILITY OF CONTRACTORS

If the Contractor or any of its 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 cause any undue delay to such separate contractor on the Work or on the site, and if such contractor makes claim against the Awarding Authority, on account of any loss so sustained, the Awarding Authority shall notify the Contractor who shall indemnify and save harmless the Awarding Authority against any expenses arising therefrom.

37. SEPARATE CONTRACTS:

The Awarding Authority may award other contracts for additional new construction, buildings or equipment, or for reconstruction, alteration, equipment, and improvements of existing buildings on the site, and the Contractor shall fully cooperate in the storage of materials and the detailed execution of work, coordinate and integrate its operations with such other contractors, and carefully fit its own work to that provided under other contracts. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Awarding Authority immediately of lack of progress or defective workmanship on the part of other contractors, where such delay or such defective workmanship will interfere with its own operations of the Work.

38. SUBCONTRACTS:

The apparent low bidder shall submit in writing to the Awarding Authority Project Manager for approval the names of the Subcontractors proposed for the Work within 48 hours from bid date and time. Subcontractors that have been approved may not be changed thereafter except with the approval of the Awarding Authority. With this same submittal, Contractor shall also submit said subcontractor's Labor Burden Rate (as defined in Article 19.B.1.c.vi) for approval by the Awarding Authority.

The Contractor shall not engage any subcontractor to whom the Awarding Authority may have a reasonable objection, but it will not be required to engage any subcontractor against whom Contractor itself has a reasonable objection.

The Contractor shall be as fully responsible to the Awarding Authority for the acts and omissions of Subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

Nothing contained in the Contract Documents shall create, or be construed as creating, privity of contract or any contractual relationship or agreement between the Awarding Authority and any Subcontractor, person or entity other than the Contractor.

39. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS AND VENDORS:

The Contractor shall cause appropriate provisions to be inserted in all Subcontracts and Purchase Orders, including those items purchased under the Purchasing Agent Agreement, relative to the Work, to bind Subcontractors and Vendors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and Vendors, and which require the Subcontractor and Vendor to assume all obligations and responsibilities to the Contractor, including the safety of the Subcontractor's work, which the Contractor owes the Awarding Authority under the Contract Documents and giving the Contractor any rights against the Subcontractor and Vendor that correspond to the rights afforded the Awarding Authority against the Contractor under the Contract Documents, including the same power of terminating any Subcontractors or Vendors that the Awarding Authority 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 Vendors or to limit the work performed by any trade.

The Contractor shall be solely responsible for the coordination of Subcontractors, of the trades, and materialmen engaged upon the Work.

The Contractor, without additional expense to the Awarding Authority, shall utilize the services of specialty subcontractors on those parts of the Work which are specified to be performed by specialty subcontractors.

The Awarding Authority will not undertake to settle any differences between the Contractor and its Subcontractors or Vendors or between Subcontractors.

40. DESIGNER'S STATUS:

Should a Designer's services be used the following describes its status. The Designer 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 Designer or Awarding Authority as above set forth under General Conditions, Article 3, ADDITIONAL DETAIL DRAWINGS AND INSTRUCTIONS. Designer will make its check of manufacturers' data and shop drawings submitted by the Contractor for the Work as set forth under General Conditions, Article 5, SHOP DRAWINGS.

The Designer, if employed by the Awarding Authority to do so, will endeavor to require the Contractor to strictly adhere to the plans and Specifications, to guard the Awarding Authority against defects and deficiencies in the work of the Contractor, and shall promptly notify the Awarding Authority in writing of any significant departure in the quality of materials or workmanship from the requirements of the plans and Specifications, but Designer does not guarantee the performance of the Contract.

The Designer 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 Designer shall not be liable for results of the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Designer 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.

41. DESIGNER'S CHOICE:

The Designer's decisions in matter relating to the artistic effect of its work shall be final, if within the other terms of the Contract.

42. AWARDING AUTHORITY'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 in writing to the Awarding Authority and its decision shall be returned to the Contractor in writing.

43. ALLOWANCES:

A. CASH ALLOWANCES No cash allowances shall be included in the contract price, unless specifically set forth under SUPPLEMENTAL GENERAL CONDITIONS or MODIFICATIONS OF THE GENERAL CONDITIONS or ALLOWANCES in the Specifications. When so included, the Contractor shall include in the contract price all allowances named therein and shall procure any

and all items or work covered by such allowances as directed by the Awarding Authority and Designer. The Contractor shall, in compliance with state and federal law, afford the Awarding Authority the economy of competitive pricing from responsible bidders for allowance items unless purchasing procedures are specified in the Contract Documents.

Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes remaining after purchases are made under the Purchasing Agent Agreement, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
- (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

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

B. LUMP SUM ALLOWANCES

- (1) Allowance shall include the cost to the Contractor of specific products and materials ordered by Owner or selected by Designer under the allowance and shall include insurance, freight, equipment rental and delivery to project site.
- (2) Use the lump sum allowance only as directed by Designer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- (3) Contractor's overhead and profit for work or products executed under the allowance are to be included in **the base or alternate bid and not in the allowance**.
- (4) At Project closeout, **credit** unused amounts remaining in the contingency allowance to Owner by Change Order **include reasonable amount of overhead and profit for unused allowance portions**.
- (5) Return unused materials purchased under the allowance to manufacturer or supplier for credit to owner. If requested, prepare unused material for attic stock storage by Owner when it is not economically practical to return the material for credit. Deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

C. UNIT PRICE ALLOWANCES

- (1) Unit prices include all necessary material, cost for delivery, installation, insurance, overhead, profit, and applicable taxes.

- (2) Unless otherwise indicated, Contractor's overhead and profit, labor, handling, installation, demolition, preparation, installation, access and other cost associated with the unit price shall be included in unit price allowances.
- (3) Measurement and Payment: Where unit prices are for quantities that are more or less than what is provided for in the base contract, Contractor shall keep a record of amounts used as the work progresses. Such work shall be recorded daily on the as-built drawings or Owner approved log for verification. Contractor shall transmit unit quantity tracking information to Owner or Designer on a daily basis for verification. Designer or Owner shall verify the need for unit repairs prior to installation of repairs and track quantities. **No contract adjustments will be made on any unit price quantities not verified by the Designer or Owner. In the event that a discrepancy exist between the contractor's counted quantities and the designer's counted quantities, the designer's quantities shall prevail.**
- (4) Adjustments to final payments will be the quantity difference between the allowance and quantity applied times the unit price quoted in the bid.

44. USE OF PREMISES:

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

The Contractor shall store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its 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 Awarding Authority. Such temporary buildings and/or utilities shall remain the property of the Contractor and be removed at its expense upon completion of the Work, unless the Awarding Authority authorizes their abandonment without removal.

Necessary crossings of curbing, sidewalks, roadways and 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 schedule work which will affect services or access to any building(s) or infrastructure on campus at a time convenient to the Awarding Authority and to minimize disruptions. The contractor shall perform any necessary work after regular working hours, at an accelerated rate, or on Sundays or legal holidays without extra compensation.

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its Subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health and other regulatory agencies.

The Contractor shall be responsible for maintaining safe and unencumbered access and egress to and around the project site including all necessary temporary signage and pedestrian and vehicular protection.

45. **CUTTING AND PATCHING:**

The Contractor shall do all necessary cutting, fitting, and patching to properly receive the Work and to make its several parts join together as required by the Drawings and Specifications. After such cutting, Contractor shall replace or restore or repair all defective or patched work as required. Contractor shall not cut, excavate, or otherwise alter any work in a manner or by a method or methods that will endanger the Work, adjacent property, workers, the public, or the work of any other contractor.

The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, 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 its Subcontractor in advance for constructing such parts of the Work in order to avoid unnecessary, superfluous or dangerous cutting.

Unless otherwise specified, pipes passing through any parts of the Structure shall be provided with pipe sleeves two sizes larger than the pipe plus its insulation in order to provide independent 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 Designer. Any structural member which is cut must be restored by Contractor at its expense to its original strength by a method approved by the Designer.

In order to maintain design strengths, the Designer's approval shall also be obtained before cutting or drilling holes in concrete or masonry.

46. **PERIODIC AND FINAL CLEANUP:**

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

Should the Contractor fail to keep the premises in an orderly and workmanlike condition, the Awarding Authority may after 48 hours notice to the Contractor, and without prejudice to any other remedy it may have, correct such conditions and may deduct the actual cost thereof from payment then or thereafter due to the Contractor. If the premises are in a condition that poses an actual, or imminent potential, adverse effect on public health, safety or convenience, the Awarding Authority may reduce the required notice to four hours as provided in Article 25.

Before final completion and final acceptance the Contractor shall remove from the Awarding Authority'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 Awarding Authority permits in writing to remain); rubbish and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

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

- A. cleaning of all painted, enameled, stained, or baked enamel work: Removal of all stains, fingerprints, and splatters from such surfaces.
- B. cleaning of all glass: cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of the interior and exterior of the same,
- C. cleaning or polishing of all hardware;
- D. cleaning all tile and floor finishes of all kinds: removal of all splatters, stains, paint, dirt and dust, and the washing and polishing of all floors as recommended by the manufacturer or as required by the Awarding Authority.
- E. cleaning of all manufactured articles, materials, fixtures, appliances, and equipment: removal of all stickers, rust stains, labels and temporary covers; cleaning and conditioning of all manufactured articles, material, fixtures, appliances and electrical, heating and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Awarding Authority; blowing out or flushing out of all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers or similar features; and freeing or cleaning identification plates on all equipment of excess paint and the polishing thereof.

47. GUARANTEE OF THE WORK:

Except as otherwise specified in the Modifications of the General Conditions or in the Supplemental General Conditions, all work, including those items purchased under the Purchasing Agent Agreement, shall be guaranteed by the Contractor against defects of materials, equipment, or workmanship for one year from the date of Substantial Completion of the Contract. If, within any guarantee period, repairs or changes which, in the opinion of the Awarding Authority, are required as the result of the use of such materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor, promptly upon receipt of notice from the Awarding Authority, and without expense to the Awarding Authority, shall:

- A. place in satisfactory condition in every particular all of such guaranteed work, correcting all defects therein; and
- B. make good all damage to the building or site, or equipment or contents thereof, which 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
- C. make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

- D. provide, at Contractor's expense, a warranty bond for items not installed per the Contract Documents but left in place that may impair or reduce the reasonably expected service life of the building or related components or systems.

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, Contractor shall restore such disturbed work to a condition satisfactory to the Awarding Authority and guarantee such restored work to 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 Awarding Authority may have the defects corrected and the Contractor and its 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.

48. POSSESSION PRIOR TO COMPLETION:

The Awarding Authority shall have the right 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 Documents. If, however, such prior use by the Awarding Authority 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. Use pursuant to Article 37 by the Awarding Authority's contractor shall not constitute possession or the Work.

49. LIQUIDATED DAMAGES:

Time is of 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 will cause loss and damage to the Awarding Authority in additional interest and administrative, architectural, inspection and supervision charges. It is important that this Work be completed within the contract time limits.

Therefore, unless specified otherwise under SUPPLEMENTAL GENERAL CONDITIONS or MODIFICATIONS OF THE GENERAL CONDITIONS, or through any addenda to the contract documents, a time charge equal to nine percent (9%) interest per annum of 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 the time charge shall be deducted from the final estimate and shall be retained out of monies otherwise due the Contractor in Final Payment, not as a penalty, but as liquidated damages sustained, it being mutually understood and agreed between the contracting parties that such amount is reasonable as liquidated damages.

50. USE OF FOREIGN MATERIALS:

In accordance with the provisions of Article 39-3-1, Code of Alabama (1975) 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 and competitive prices and are not contrary to any sole source specification implemented under Article 39-2-2(f), Code of Alabama (1975).

In accordance with the provisions of Article 39-3-4, Code of Alabama (1975), the Contractor shall use only iron and steel produced in the United States or its territories when specifications in the Contract Documents require the use of steel. If, in the opinion of the Awarding Authority, the procurement of such domestically produced iron and steel products is impractical as a result of a national emergency, national strike, or other causes, it may waive this restriction for building construction.

If domestic iron, steel or other domestic materials, supplies, or products are not used in accordance with this article, the contract sum shall be reduced by an amount equal to any savings or benefits realized by the contractor.

51. EQUAL OPPORTUNITY:

The nondiscrimination clause contained in Article 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

52. SIGN:

Unless deleted under SUPPLEMENTAL GENERAL CONDITIONS, MODIFICATIONS OF THE GENERAL CONDITIONS, OR DIRECTED BY THE AWARDING AUHTORITY the Contractor will erect a sign at the project site identifying the project and indicating those entities participating in the development of the project. Information to be lettered on the 4' x 8' exterior grade plywood sign will be furnished to the Contractor by the Awarding Authority. The sign is to be maintained in good condition until completion of the project at which time the Contractor shall remove it from the site. Details of construction of the sign shall be as Attachment A.

53. NO SMOKING POLICY:

Smoking, including the use of electronic cigarettes or similar devices, is prohibited at all times and at all locations on The University of Alabama campus, including University-owned and leased facilities, properties, and grounds. This includes but is not limited to the following:

- The interior of all University-owned buildings;
- All outside property or grounds of the campus, including sidewalks, parking lots, parking decks, and recreational areas;
- All partially enclosed areas such as walkways, breezeways, patios, porches, gazebos, tents, and bus shelters;

- Within any University-owned vehicles, including buses, vans, shuttles, golf carts, and all other University vehicles;
- All indoor and outdoor athletics venues and facilities; and
- All other real property, buildings, and facilities under the primary control of the University.

The Contractor shall strictly enforce this policy with its employees, subcontractors, vendors, and any other personnel during the course of the Work.

54. PARKING & TRANSPORTATION REQUIREMENTS:

No permits will be provided for construction vehicle parking in University designated parking areas. Contractors shall not use visitor spaces or pay-to-park spaces. No permit required within construction fenced areas; however, parking within the fenced areas shall be limited to marked contractor/vendor vehicles. Unless otherwise specified in the Bid Documents, no personal vehicles shall be allowed in the fenced areas.

Contractor shall establish and coordinate all construction-related parking arrangements through the architect and UA project manager. The contractor shall provide a minimum of three (3) spaces for University personnel on site. As a convenience and at the University's sole discretion, The University shall provide designated offsite parking for workers and transportation to the project site as required by the project schedule, but not outside the hours of 6:30 AM to 8:00AM and 3:30 PM to 5:00 PM.

55. CONSTRUCTION DEBRIS REPORTING:

The Contractor will be responsible for tracking and reporting the construction debris (in tons) for the project. Construction debris consists of debris generated during the construction, renovation, and demolition of buildings or roads that is discarded in a permitted construction and materials landfill. Debris may include but not limited to: concrete, brick, stone, metals, glass, plastics, gypsum drywall, wood, and asphalt. Submission of this report will be required at project closeout. It is not our intention to obtain tonnage for dirt. A certified report will be turned in as a part of Closeout documents.

56. COMMERCIAL USE OF IMAGES OF THE WORK:

Contractor shall not use photographs, video, drawings or any other visual representation of the Work for the commercial promotion of the Contractor's business without the prior written permission of the Owner. This includes, but is not limited to, print and video advertisements, use at trade shows, submissions to professional organizations, and display on the Contractor's web site. This provision shall also be binding on any of the Contractor's subcontractors and Contractor shall require its subcontractors to agree to be bound by its terms.

57. MINORITY & WOMEN OWNED BUSINESS:

The Awarding Authority encourages the use of minority, women, and veteran-owned businesses ("MWB") in its construction program. Contract goals for MWB participation will be established in

the prebid meeting agenda and incorporated into the bid documents by addendum. The apparent low bidder shall identify all MWB participation on the standard form provided in the bid documents and submit the completed form with the list of subcontractors. At the completion of the project the Contractor shall, if necessary, update this information to reflect the actual amounts paid to each MWB firm.

For a list of businesses in Tuscaloosa, go to <https://www.tuscaloosa.com/tuscaloosabuilds/database>

58. SAFETY:

The Contractor shall be responsible for all project safety. Neither the Consultant nor the Owner will be responsible for the Contractor's safety precautions, means, methods, techniques, sequences, or procedures.

Contractor's personnel responsible for safety shall be OSHA certified

Weekly employee safety meetings will be required with minutes of each meeting kept current. Contractor shall be responsible for coordination, content, scheduling, etc., of safety meetings with employees. Safety meeting minutes with sign-in sheets must be current for the contractor's pay request to be approved.

The General Contractor shall be responsible for maintaining a comprehensive Hot Work Program (i.e., welding, cutting materials that generate sparks, operations generating sufficient heat to ignite combustible materials, etc.) that meets the requirements of OSHA 29 CFR 1926.352, NFPA 51B or other industry standard. This program shall include reliable methods to issue hot work permits, provide a fire watch when needed and to have fire extinguishers at the hot work location in the event of a fire. The General Contractor must extend this requirement to all subcontractors.

Fencing along the limits of construction, including equipment and storage areas, is the Contractor's responsibility unless otherwise directed by the Owner. The cost of any type fencing, barricades, etc. necessary shall be incidental to project. Fencing, barricades, etc., must be maintained according to the project specifications throughout the duration of the project.

59. MISCELLANEOUS:

DRONES- Use of unmanned aircraft systems a/k/a "drones": Any use of unmanned aircraft systems ("UAS") during the course of the work shall be in strict accordance with the University's Policy on Use of Unmanned Aircraft Systems which can be found at <http://policies.ua.edu>. The General Contractor shall be responsible for ensuring all subcontractors, suppliers, and any employees thereof comply with the policy. In addition to the required permissions set out in the policy, the General Contractor shall also obtain approval from the UA Executive Director for Construction Administration (or designated representative) before the use of any UAS.

SOFTWARE- Document management is required through Owner's preferred software(s).

60. LEGAL:

INDEMNIFICATION

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

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

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

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

FORCE MAJUERE

If Contractor is delayed in the performance or progress of the Work by fire, flooding of the site, epidemic, abnormal weather conditions, act of God . . . or other causes not the fault of and beyond the control of the Authority and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times if proper notice is given and approved by Owner per article 19 Changes in Work.

CAPTIONS

The captions of document are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of the General Conditions which follow.

PLAIN MEANING

The General Conditions shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

SEVERABILITY

All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid, illegal, or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.

END OF GENERAL CONDITIONS OF THE CONTRACT

THE UNIVERSITY OF ALABAMA
CONTRACTOR INSURANCE REQUIREMENTS
Project: AV System Update for University Hall 1311 - AV-24-001

The University of Alabama (“University”) is exposed to a financial risk from negligent/wrongful acts when using contractors and construction-related services involving new construction, renovation, remodeling, implosion or general maintenance of properties owned or controlled by the University. To reduce this potential financial exposure, the contractor and subcontractors of the above referenced construction project are required to maintain comprehensive insurance programs as shown below. Any modification to or waiver of the requirements must be submitted in writing to the Director of Contract Administration – Dan Rodgers, dorodgers@ua.edu, 205-348-2076, and approved in writing by the Director of Risk Management – Wade Bond, lwbond@ua.edu, 205-348-7516.

The required minimum limits of insurance do not limit any indemnification or hold harmless conditions that benefit the University.

All contractors and sub-contractors must provide written notice to the University of any claim against the University and any incident that could give rise to a claim against the University. Such notice should be provided to the University as soon as possible and in all cases no later than 7 days from the date of the claim or incident.

The contractor is responsible for insuring or replacing any property (including but not limited to equipment and supplies) owned, leased or rented by the contractor.

The purchase of insurance by the contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in the indemnification/hold harmless provisions of the agreement.

Commercial General Liability (“CGL”) without limiting endorsements on an occurrence basis to cover the contractor and its employees for all liability for bodily injury, property damage and personal injury with the following minimum limits:

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate (Per Project)	\$2,000,000
Fire Damage	\$ 100,000

The CGL must be provided on either Insurance Service Offices (“ISO”) occurrence form #CG 00 01 (current edition) or an industry equivalent and must include Contractual Liability covering all contractual agreements, both oral and written, including but not limited to, the hold harmless and indemnification agreements in any contract between the University and the contractor. The policy must include the University as an additional insured. Coverage must be maintained for a minimum of two years after completion of the project.

Commercial/Business Automobile Liability (“BA”) applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The BA policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor’s automobiles haul hazardous materials, the Contractor’s policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained for a minimum of two years after the project has been completed. Policy will provide the following minimum limits:

Combined Single Limit	\$1,000,000
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Excess/Umbrella Liability with the following minimum limits:

Each Occurrence & Aggregate	\$1,000,000
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The CGL, BA and excess/umbrella limits outlined above may be accomplished through a combination of primary and excess/umbrella liability policies. In the event the primary CGL and/or BA limits are less than required, the amount of required excess/umbrella liability will increase by the amount the primary insurance is deficient. Excess coverage must be follow-form coverage. Coverage must be maintained for a minimum of two years after the project has been completed.

Workers’ Compensation/Employer’s Liability insurance for the benefit of injured employees as required by law and Employers Liability with the following minimum limits:

Workers Compensation (Coverage Part A)	<i>Statutory</i>
Employer’s Liability (Cov Part B) - Per Occurrence and Per Employee	\$1,000,000

Coverage must be maintained for a minimum of two years after the project has been completed. If applicable, the policy will be amended to provide coverage under the Longshoremen’s and Harbor Worker’s Compensation Act. With the University’s prior approval, a vendor/contractor may be allowed to participate in a workers’ compensation self-insured (individual or group trust) program, and thus, waiving the *A.B. Best’s* or *Standard & Poor’s* rating requirement as long as self-insured is in good standing with the Alabama Department of Industrial Relations and evidence of excess insurance is provided.

Installation Floater

The general contractor is required to purchase installation floater coverage if the total dollar amount of the materials and equipment to be installed exceeds \$50,000. Coverage should be “all-risk” including, but not limited to, the following perils: fire, windstorm, hail, water damage, flood, mold, earth movement (also known as “earthquake”), vehicle or equipment collision, paint overspray, collapse, vandalism and lightning. Coverage must be on a replacement cost basis. The carrier must be A- rated or better by AM Best and admitted in the State of Alabama. The coverage period must start when construction materials and equipment to be installed are purchased by the contractor or by the University. The coverage period must extend a minimum of 10 days after the project has been completed. The property must be insured while in transit, while stored at an off-site location, while on the construction

site but not yet installed and after being installed. Materials and equipment owned by the University and owned by the general contractor that are to be installed must all be covered by this installation floater. The general contractor is responsible for absorbing the deductible in the event of a loss, and the deductible cannot exceed \$10,000. The Board of Trustees of the University of Alabama must be included on the policy as a loss payee. An Evidence of Property Insurance certificate must be provided to Construction Administration showing loss payee status, coverages and limits prior to the start of construction. The coverage limit must be the total dollar amount of all construction materials and equipment that will be installed regardless of who owns the materials or equipment.

Insurance Company Minimums - All policies will be underwritten by insurance companies acceptable to the University of Alabama. The insurance companies must have a minimum *A.M. Best's* rating of A- VII or higher.

Certificate of Insurance Requirements - Prior to the commencement of any work, the contractor must provide a Certificate of Insurance on the ACORD form or another form acceptable to the University evidencing coverage in compliance with the University's insurance requirements. The certificate of insurance will provide that the University of Alabama will be provided written notifications at least 30 days prior to any material change, cancellation or non-renewal of any policies indicated. All certificates shall be in original form and signed by a licensed Alabama agent.

The Certificate of Insurance shall include the following wording to extend additional insured status to the University and Hoar Program Management, L.L.C. and waiver of subrogation/rights of recovery provisions to the University:

The Board of Trustees of the University of Alabama, the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives, the Architect/Engineer and Hoar Program Management, L.L.C. are included as additional insureds with respect to the Commercial General Liability, Business Auto Liability and Commercial Excess/Umbrella policies. Unless precluded by law or restricted or modified by contract, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives.

A replacement certificate must be provided at least 10 days prior to the expiration of any policy. In the event the coverage is placed with a new insurance company upon expiration, coverage may not be altered or substituted unless the coverage terms are beneficial to *The Board of Trustees of the University of Alabama.*

Subcontractors - If the contractor elects to engage the services of a subcontractor or other related construction services, it is the obligation of the primary or general contractor to confirm every subcontractor and every lower tier subcontractor meet the insurance requirements outlined above except the excess/umbrella liability requirement and the builder's risk requirement. If for any reason a subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the contractor at the contractor's expense in addition to the limits required of the contractor.

Although some subcontractors may be allowed an exemption to carry workers' compensation insurance due to size or structure of the entity, the obligation to provide insurance is not waived.

Deductibles and/or Self-Insured Retentions ("SIR") – A contractor may elect to secure an insurance program with a deductible or SIR of up to \$25,000 without prior approval from the University. Any deductible or SIR larger than this amount must be approved by the University and audited financials will be required to judge the financial ability to absorb the obligations of a deductible or SIR without a material impact on the solvency of the contractor.

Waivers of Subrogation/Additional Insured Status

Unless precluded by law or restricted or modified by contract, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, the University of Alabama, its individual trustees, officers, directors, employees, agents and representatives. The policies shall provide such waivers of subrogation by endorsement or otherwise.

The Commercial General Liability, Business Auto Liability and Commercial Excess/Umbrella Liability Policies shall name The Board of Trustees of the University of Alabama, the University of Alabama, its individual trustees, officers, directors, employees, agents, and representatives, HOAR Program Management, LLC, and the Architect/Engineer as additional insureds. The General Liability endorsement must be ISO CG 2010 1185. The contractor is responsible for any deductibles and/or self-insured retentions.

INVENTORY OF STORED MATERIALS

Project: _____

For Invoice No.: _____

Contractor: _____

For Period Ending: _____

UA Project No: _____

CAT	A DESCRIPTION	B MATERIALS STORED LAST PERIOD	C PURCHASED THIS PERIOD	D TOTAL COLUMNS B + C	E MATERIALS USED THIS PERIOD	F MATERIALS PRESENTLY STORED	G ONSITE OR OFFSITE
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
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	TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	

CHANGE ORDER

The University of Alabama Construction Administration Box 870186 Tuscaloosa, AL 35487-0186	Contractor Name: Address:
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Change Order No.:	Project Name:
Date:	
	Project Number:

Executed summary page of each CORAF below is included in this DocuSign change order. Entire CORAF can be accessed for review using hyperlinks below. CORAF Link will be active during routing of change order. CORAF No. will become active hyperlink after change order is executed.

CORAF Link	CORAF No.	Description of CORAF (Brief)	Approved Value
Total			\$0.00

ADJUSTMENTS TO CONTRACT PRICE	
Original Contract Price	
Net Total of Previous C.O.s (Includes Alternates Awarded After Contract)	\$0.00
Previous Revised Contract Price	\$0.00
This Change Order	(Add) or (Deduct) or (No Change) \$0.00
Revised Contract Price (Including Award of Bid Alternates)	\$0.00
Total Alternates Awarded After Contract Included in Revised Contract Price Above	\$0.00
Extension of Time for this Change Order:	Zero (-0-) Calendar Days
The Contract Completion Date <u>after</u> this Change Order is executed is:	

CHANGE ORDER

The University of Alabama
Construction Administration
Box 870186
Tuscaloosa, AL 35487-0186

Contractor Name:
Address:

Change Order No.:
Date:

Project Name:

Project Number:

The amount of this Change Order is the responsibility of: The Board of Trustees of the University of Alabama, a corporation. The Owner and the Contractor hereby agree to the terms of this Change Order as contained herein. The Owner does hereby certify that this contract was let in accordance with the provisions of Title 39 Code of Alabama as amended. The change in contract price and/or completion date of the Work described above, is considered to be fair and reasonable. This change has been mutually agreed upon in full and final settlement of all claims for delays and disruptions as well as for any fundamental alterations of the scope of the Work resulting from, caused by, or incident to this modification or change order.

Consent of Surety

**only required if total changes exceed 10% of revised base contract*

by: _____

Recommended

by: _____

Architect of Record

by: _____

Project Manager

by: _____

AVP Construction Administration

by: _____

Director of Construction Contracts & Compliance

Contracting Parties

by: _____

(Contractor)

The Board of Trustees of
The University of Alabama, a corporation

by: _____

Cheryl Mowdy, Associate VP for Compliance and Risk Services

Subcontractor Change Proposal / Cost Breakdown Form

Date: _____ Architect Name: _____

Contractor Name: _____ Subcontractor Name: _____

Project Name: _____ (Check One)

U of A Job Number : _____ Initiated By: Owner/Architect

GC Job Number: _____ GC

Reference Change Proposal Request Number: _____ Subcontractor

Brief Description of Proposed Change: _____

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Equipment
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Sub Totals:				\$0.00	\$0.00	\$0.00

Material:	\$0.00			
Labor:	\$0.00			
Burden:	#VALUE!	%		Labor only (per Article 19.B.1.c.vi. of the General Conditions)
Equipment:	\$0.00			
Subtotal:	#VALUE!			(Direct Cost)
Overhead & Profit:	#VALUE!	%		Of the Direct Cost & Per the Limits in Article 19.B. of the General Condi
Sales/Use Tax:	\$0.00	9%		Material only
Total Cost				
Change	#VALUE!			<input checked="" type="radio"/> Add <input type="radio"/> Deduct

FOR REFERENCE ONLY. THIS FORM WILL BE COMPLETED ELECTRONICALLY AND IS ACCESSIBLE [HERE](#) OR BY REQUEST FROM THE UA PROJECT MANAGER. DO NOT SUBMIT ON PAPER. CONTACT THE UA PROJECT MANAGER WITH QUESTIONS.

CERTIFICATE OF SUBSTANTIAL COMPLETION



PROJECT NAME: _____ UA PROJECT/FUND NO.: _____

GENERAL CONTRACTOR: _____ UA PROJECT MANAGER: _____

GEN. CONTR. ADDRESS: _____ PROJECT ARCHITECT: _____

_____ BONDING COMPANY: _____

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

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

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

Exclusions & Exceptions: (list on separate page if necessary with appropriate approvals/signatures)

Architect Comments:

UA Project Manager Comments:

Director of Construction Operations Comments:

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

If completed or corrected within this period, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

RECOMMENDED BY:

Architect: _____ Date: _____

Contractor: _____ Date: _____

APPROVED BY:

UA Building Life Safety Inspector: _____ Date: _____

UA Field Coordinator: _____ Date: _____

UA Project Manager: _____ Date: _____

for UA AVP of Construction: _____ Date: _____

Please note this document is not a release of liens. It is the Contractor's certification that all releases have been received. This affidavit is ineffective without the attached release of liens.



GENERAL CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT NAME: _____

UA PROJECT NO: _____

OWNER: The Board of Trustees of The University of Alabama

CONTRACTOR: _____

CONTRACT DATE: _____

State of : _____

County of: _____

The undersigned hereby certifies:

That to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waivers of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waiver of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

By:

Subscribed and sworn to before me this ____ day of 2____

Notary Public: _____

My Commission Expires:

**FOR REFERENCE ONLY. THIS FORM WILL BE COMPLETED ELECTRONICALLY. DO NOT SUBMIT ON PAPER.
CONTACT THE UA PROJECT MANAGER WITH QUESTIONS.**

LEGAL NOTICE OF COMPLETION

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

(Contractor Company Name) _____

(Contractor Company Address) _____

has completed the contract for the:

(UA Project Name) _____

UA Project No. _____

at **(UA Project Address)** _____ with the completion date of **(Completion Date)** _____

for The Board of Trustees of The University of Alabama, Owner, and has 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 the Architect/Engineer

(Architect/Engineer Company Name) _____

(Architect/Engineer Company Address) _____

PROOF OF PUBLICATION

(Not to be completed until the above notice has been posted for a minimum of 21 days.)

I, _____, as _____ for The University of Alabama, with personal knowledge of the facts stated herein, do hereby certify that the above notice was posted on the Owner's website, <https://constructionpublicinfo.ua.edu>, for a minimum of 21 days.

(Signature)

Sworn and subscribing to me this _____ day of _____, _____.

Notary Public

My Commission Expires

**THE UNIVERSITY OF ALABAMA
MINORITY AND WOMAN-OWNED BUSINESS
(MWB) SUBCONTRACTS**

General Contractor: _____

UA Project Name: _____

UA Project No: _____

Please complete the following for each Minority and/or Woman-Owned Business (MWB) to which you awarded a subcontract for the above-referenced project. If your company is an MWB, please complete one for it as well. Use as many pages as necessary.

Name of MWB: _____

MWB Type (e.g. woman-owned, minority-owned, Native American): _____

MWB Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work performed by MWB: _____

Total Amount Awarded to MWB for above-referenced project: _____

Name of MWB: _____

MWB Type (e.g. woman-owned, minority-owned, Native American): _____

MWB Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work performed by MWB: _____

Total Amount Awarded to MWB for above-referenced project: _____

SECTION 01700

PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS:

- A. When project construction reaches 75% complete, a 75% Closeout Meeting with the UA Project Manager and the Contractor is required to review in detail all requirements for completing and closing out the project. When project construction reaches 95% complete, a Closeout Meeting with UA Contract Administration, the Contractor, Project Architect, and others as appropriate is required to further review requirements for project close out.
- B. Except as noted, delivery of items listed hereunder are prerequisites for release of final retainage as indicated on the contractor's application for payment.
- C. All required warranties and guarantees will commence upon date of Certificate of Substantial Completion.
- D. Closeout Submittal Requirements:
 - 1. (1) copy of Operation and Maintenance manuals (properly tabbed and indexed). See General Conditions of the Contract and specification sections regarding Shop Drawings & Submittals. Operation and Maintenance manuals are to be submitted during construction but no later than 30 days prior to contract completion date.
 - 2. (1) Closeout Binder labeled "Closeouts" including UA project name and job number with all applicable items in order as listed under "Project Closeout Items"
 - 3. Electronic closeout submittals using the PDF master templates on Sharepoint Online project site:
 - (1) copy of the Operation and Maintenance manuals
 - (1) copy of all applicable "Project Closeout Items"
- E. Projects must be closed within sixty (60) days of Certificate of Substantial Completion. (This means all closeout documents have been reviewed and accepted by The Awarding Authority.)

1.02 PROJECT CLOSEOUT ITEMS:

- A. Furnish the following items in order to successfully close out a project:
 - 1. As-Built Drawings and specification mark-ups must be reviewed by project team for completeness
 - 2. Operation and Maintenance Manuals
 - a) GC to upload into active projects Closeout Documents folder on Sharepoint Online (*PDF Format*)
 - b) GC to submit one (1) hard copy with closeout binder
 - c) A/E to provide confirmation on letterhead that all O&M's have been uploaded to Sharepoint Online
 - 3. Training sessions for Owner's personnel, as required per project specifications (*Attendee sign-in sheets required*)

4. Certificate of Occupancy from City (*original required*)
5. Approved HVAC Test and Balance Report and Documented Functional Performance Testing (*by the Commissioning Agent, if applicable*)
6. Control Drawings are to be complete and available for review
7. Fire Alarm Certification (*copy is acceptable*)
8. State Elevator Inspection Report
9. Boiler Inspection Report
10. UA Project Manager to complete the following:
 - a) Fill out and submit State Insurance Fund Form to Risk Management five (5) UA business days prior to substantial completion
 - b) Confirm Design Team submitted AutoCAD 3D (*.dmg*) files of the site plan, site utility plans and site power plans to UA Surveying. Plans to be referenced to the Alabama West Zone Grid NAD 1983.
 - c) If required, complete and submit the Capital Project Report (Attachment I to Board Rule 415) to the UA System Office.
11. Construction Record Documents:
 - a) “As-Built Drawings” – on Mylar reproducibles and labeled disk (*CAD format*)
 - i. All field red-lines incorporated, external references bound and “As-Built” indicated in title block.
 - ii. Submit electronic copy to both A/E & UA plan room for approval prior to printing mylars.
 - b) Control Drawings (Bond Copy) – on Mylar reproducibles and labeled disk (*PDF format*)
 - c) Final Conformance Specifications – on labeled disk (*PDF Format*)
 - d) PM to provide transmittal from UA plan room confirming all of the above as received prior to closeout with Contract Administration
12. Advertisement of Completion - Certified by Tuscaloosa News (*4 consecutive weeks and must provide original signature and notary seal*)
13. UA Affidavit of Release of Liens - from GC only, on UA form (*form is available on Sharepoint Online and in project specifications*). Release of Liens - from GC and all subs
14. GC and Subcontractor Warranties - Standard (1) year (*per Section 47 of General Conditions*) & any extended that may be required
15. Extended Manufacturer’s Warranties
16. Roof Warranties - Standard Five-Year (ABC Form C-9) plus additional as specified
17. Delivery of Maintenance Stock Items as required per project specifications - Furnish signed receipts
18. Receipt for return of all keys - Transmit to UA Project Manager or Field Coordinator
19. Elevator Requirements (*if applicable, in addition to Item 9 above*)
 - a) Executed elevator maintenance agreement (*copy, if applicable*)

- b)Reminder: PM to confirm all elevator submittals to UA Elevator Systems Coordinator are complete
20. Termite Contract (*copy is acceptable*)
 21. Fully Executed CERTIFICATE OF SUBSTANTIAL COMPLETION
 22. GC to provide copy of executed Final Change Order Form as part of close-out binder
 - a) Cover sheet only with all signatures, must include all reconciliations (*previous errors, allowances and / or unit prices*)
 23. CONSENT OF SURETY FOR FINAL PAYMENT (*date of Power of Attorney must be same or later than date indicated on Consent of Surety*)
 24. Certification that final punch lists items have been completed
 25. Utilities - Confirmation that all have been transferred into "UA" name
 26. Construction Debris Report - Submit estimated tons of construction debris hauled off from project site on GC letterhead
 27. Equipment List for Maintenance and Replacement Parts - Provide a list of all equipment (*i.e. water heaters, air handlers, etc.*) with model numbers, serial numbers and warranty periods. Include filter and belt list for each air handler unit.
 28. Minority and Woman-Owned Business (MWB) Subcontracts Form
- B. Items A.1 through A.10 above must be complete and reviewed by A/E prior to scheduling a final inspection with UA and are a condition precedent to issuing Certificate of Substantial Completion.
- C. When applicable all Davis Bacon and DBE (Disadvantaged Business Enterprise) requirements must be reported and final submission on file with the UA before closeouts are considered complete.
- D. Submission of other documentation may be required in the Specifications and Construction Drawings.
- E. All closeout Documents are to be submitted within 45 days of substantial completion. If not submitted within 45 days the Awarding Authority, with no further notice required, may elect, at its sole discretion, acquire all outstanding required documents, and the actual cost thereof will be deducted from the contract.

1.03 INSPECTIONS

- A. Final Inspection: For a Certificate of Substantial Completion (COSC) to be issued the Final Inspection must be conducted by the Architect, Engineers & UA and appropriate Public Officials upon notification by Contractor and concurrence by Architect, Engineer & UA that project is complete. Punch lists prepared at inspections shall be corrected within thirty days of the date of the COSC.
- B. Year-End Inspection: To be conducted jointly by Architect, Engineer, UA and appropriate Public Officials approximately 1 year after completion and upon notice by Architect, Engineer, UA, and Public Officials. Any and all defects will be expected to be remedied as soon as possible.

END OF SECTION

**DIVISION 01 –
TECHNICAL SPECIFICATIONS**

AV System Update for University Hall 1311

AV-21-001

December 17,2024

Scope of Work

The University of Alabama Office of Teaching Innovation and Digital Education (OTIDE) wishes to update the existing integrated AudioVisual presentation system in University Hall 1311 Training Room to create an AI-enhanced presentation, videoconferencing and recording environment that is easily operated by the presenter without requiring a dedicated camera operator or prior training. Most displays, Cleartouch monitor and room PC shall be retained and reused. Primary functional updates shall include presenter camera tracking, enhanced video lighting for the presenter, flexible dynamic beamforming array microphone, and participant camera preset triggering based upon speaker position. Video platform shall be capable of distributing 4k60 4:4:4 content.

Remove the existing AV rack equipment and Crestron DM components at each display. All unused gear will be turned over to the client.

Remove the two (2) side displays and mounts. All unused gear will be turned over to the client.

Provide four (4) HDMI input plates at the front wall and rear wall-mounted displays to directly feed HDMI input 2 at these displays, excluding the main Cleartouch display. HDMI wall plate at main Cleartouch display shall feed the AirMedia external HDMI input for local priority switching, and need not feed the global system as a separate room input.

Install a new OFE Sony SRG-A40 camera with integral PTZ auto framing and tracking. This camera will serve as the video capture device for bridging to soft codecs via USB. Tracking shall be enabled or disabled by presenter using a "Track Me" button on touchpanel UCI.

Provide and install two locations of back-to-back 65" anti-glare commercial displays, mounted flown with down pipe from ceiling structure with bottom of displays at an elevation of 80" AFF. Rear-facing displays shall serve as presentation content extension for seated positions at the rear of the room. Front-facing displays will serve as presenter confidence monitors, with selected content on one and presenter tracking camera on the other.

Provide and install a new microphone array with automatic dynamic flexible beamforming that will be suspended from the ceiling. Array microphone shall capture any presenter or participant within the room and serve as audio source for far-side meeting attendees and recordings. Microphone array shall also provide active-speaker location data to control system for Automatic Camera Preset Recall (ACPR) on participant cameras.

Properly configure ACPR to recall presets on OFE QSC cameras based upon the location of any speaking participant using location data provided to the control system by the dynamic flexible beamforming microphone array.

Provide and install two new lavalier microphone systems to serve as Presenter voice lift within the room via the OFE speakers. Lavaliers shall share a single charging station located within room 1311 and shall be capable of providing 10 hours of uninterrupted usage when fully charged.

Employ and properly configure Acoustic Echo Cancellation (AEC) for videoconferencing.

Provide and install a new Crestron AirMedia AM-3200-WF and AM-TX3 connect adapter for wireless presentations.

Provide USB bridging for simultaneous camera, content, and audio feeds at the Cleartouch, and at operator/recording PC position in room 1309.

Provide two (2) 10" touch panels. Touch panels will serve as the user control interface (UCI) to operate the AV system. Presenter interface shall be wall mounted at front of room and have a simplified UCI; power on/off, presentation content source select, room volume, PTZ Tracking on/off, "Track Me" preset trigger, Presenter Lights up/down, etc.. Operator/recording PC position touchpanel in 1309 shall be desktop mounted and include all Presenter UCI control plus manual PTZ camera control and camera switching to USB bridges.

UCI programmer shall consult OTIDE AudioVisual Project Manager during touchpanel design and shall receive his approval for the UCI layout before installation.

Provide and install a CORE processor to serve as the control system and the DSP to tune the room. CORE shall include all required licenses for deployment and scripting.

Provide and install Q-SYS encoders & decoders as required for video input and outputs.

Provide and install a managed AV network switch for all AV system traffic. Switch shall include 40x-1G PoE++ and 8x- SFP+ ports.

Provide and install a UPS for power regulation and protection.

Provide and control six (6) Brightline Flex-T light fixtures. Fixtures shall be matched to color temperature of existing room lighting fixtures. Fixtures are to be installed by UA facilities and electrical circuit will be constant hot. Integrator shall provide dimming control via AV system touchpanel UCI.

Provide and install any required gateway, wall station, and cabling for lighting control.

Connect program audio mix to existing OFE Assisted Listening System.

Provide and install all additional equipment and materials required to complete the installation.

Provide onsite installation, programming & certification of the completed system.

All system and UCI programming shall be completed by a full-time employee of the winning integrator: You may not subcontract or outsource programming or UCI design to a third party.

Provide up to 2 hours of customer training at the time of completion.

Provide full warranty on installation, programming, and system function for a minimum of one year from project completion, including any required modifications to touchpanel UCI.

The A/V integrator shall supply comprehensive and accurate digital copies of as-built schematic drawings for all audio, video, and control connections. Two (2) draft-sized print copies of as-built schematic drawings shall be delivered to client within 30 days of the conclusion of installation.

OTIDE shall retain full administrative access to all system components including AV network switch, DSP, UCI, code and core.

All wiring shall be custom cut-to-length and field-terminated in every instance where it is practical. In instances where ready-made cables are required (HDMI for example) the closest available and appropriate size shall be used to eliminate unnecessary slack or looping.

Plenum wiring shall be utilized in necessary spaces as required to conform to NEC.

All wiring shall be permanently labeled and uniquely identified at both ends in a manner which corresponds to as-built schematic wiring diagrams. AVIXA standard AVIXAF501.01:2015 is the preferred convention.

Electrical supply wiring shall be grouped or bundled and supported separately from audio, video, and control wiring wherever practical.

All wiring in equipment rack shall be supported or strain-relieved using lacing bars or another approved installation method. Wiring may be supported using plastic wire ties only if ties are cut flush and cleanly to eliminate sharp edges. Installations shall be neat and serviceable with no excessive wire clutter within an equipment rack.

Wiring manufacturer's maximum specified pulling tension shall not be exceeded, nor shall bend radius of any wiring be less than the manufacturer's specified minimum. No wiring shall be kinked or compressed in any manner which affects performance characteristics. No in-line splices shall be allowed.

One year of service and support for all integrator-furnished (non-OFE) components shall be provided, commencing on first day of beneficial use. Technical support should be available by phone during the Monday through Friday 8:00am-5:00pm Central time workday with a one-hour maximum call back time, and a technician shall be dispatched on-site within 24 hours for any issues not resolvable by phone. Technical support shall include unlimited help desk support, unlimited on-site support as required, parts and labor including software/firmware updates, touchpanel/UCI modifications, and one preventive maintenance visit per year. Integrator shall facilitate the removal, advance replacement, repair, shipping, receiving and installation of all warranted equipment for the duration of the manufacturer warranty period.

A Service-Level Agreement (SLA) which continues all terms and conditions of first year technical support detailed above shall be offered annually. **For informational pricing only, please include your price for SLA for Year 2 - 4 on the Bid Proposal Form.**