PROJECT MANUAL

Paul W. Bryant Museum Audio Visual Equipment

UA Project No. 303-18-1446

August 22, 2018

THE UNIVERSITY OF ALABAMA
CONTRACT ADMINISTRATION
TUSCALOOSA, ALABAMA
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ADVERTISEMENT FOR BIDS

Sealed Bid Proposals will be received by Construction Administration, The University of Alabama, 1205 14th Street, Tuscaloosa, Alabama 35401, Thursday, September 06, 2018 until 10:00 am local time for construction of the Paul W. Bryant Museum Audio Visual Equipment, UA Project #303-18-1446, at which time they will be opened and read.

A pre-bid conference will be held in the Conference Room of the UA Facilities Administration Department at the above address at 10:00 am local time Tuesday, August 28, 2018 and continue on to the job site.

Preliminary Bid Documents are open to public inspection and will be available starting Monday, August 20, 2018. Final plans, specifications, and contract documents will be available starting Tuesday, August 28, 2018. For information on obtaining Bid Documents go to UAbidinfo.ua.edu or contact Jeff Herrin at The University of Alabama, College of Continuing Studies, 205-348-0484, jherrin@ccs.ua.edu or Darrel Lindsey at The University of Alabama, Contract Administration, 205-348-5552, drlindsey@fa.ua.edu

For other questions regarding this project, please contact UA Project Manager David Jones at 205-348-3712- or dajones@fa.ua.edu.
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 for this project.

**WHO IS REQUIRED TO PREQUALIFY FOR THIS PROJECT?**

There is no prequalification required for this project.

**WHEN AND WHERE CAN I GET BID DOCUMENTS; HOW MUCH IS THE DEPOSIT?**

Preliminary bid documents will be available starting August 20, 2018 and may be obtained by contacting Jeff Herris at The University of Alabama, 205-348-0484 or at jherrin@ccs.ua.edu. Final bid documents will be available beginning August 28, 2018 and may be obtained by contacting Darrel Lindsey at The University of Alabama, 205-348-5552 or at dlindsey@fa.ua.edu. There is no deposit required.

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 6 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. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the Vendor, Contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the bid and/or contract void if the certification is false.

c. Any special qualifications required of general contractors, subcontractors, material suppliers, or manufacturers are set forth in the bid documents.
d. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority’s published prequalification procedures and criteria.

e. 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.

f. 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.)

g. 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.

h. 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 as stated in the Advertisement for Bids plus postage if delivered by mail. 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.

c. 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 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.

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 make a written report of the same to the Awarding Authority and request clarification in writing.
   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 deemed to have based its bid on the more expensive way of doing the work involved unless prior to submission to his bid, the bidder shall have asked for and obtained the written decision or clarification from the Designer as to the method, materials or equipment which will be required to perform the Work.

6. PREPARATION OF BIDS:
   a. Proposal Form:
      (1) Bids must be submitted on the Proposal Form as contained in the bid documents.
      (2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.
      (3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:
         (a) the legal name of the bidder,
         (b) the state under which laws the bidder's business is organized and existing,
(c) the city (and state) in which the bidder has its principal offices,

(d) the bidder’s business organization, i.e., corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and

(e) The partners or officers of the bidder’s organization, if the bidder is other than an individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert “See Attachment” in this space and provide the listing on an attachment to the Proposal Form.

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

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

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

(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”.

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.

7. 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.

8. TIME FOR COMPLETION:

The time for completion for the Work is specified either in the Supplemental Instructions to Bidders or Summary of the Work in the Specifications.

9. 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.

10. 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 facsimile if so stipulated in Supplemental Instructions to Bidders. In revising the bid in this manner, the bidder must only write the amount of the change in price and must not reveal the bid price.
   d. Except as provided in Article 13 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

11. 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.

12. 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.
13. 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.

14. DISQUALIFICATION OF BIDDERS:

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

a. Collusion:

Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Awarding Authority on future lettings.

b. Advance Disclosure:

Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and 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.
15. **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 made public. Until the final award of the Contract, however, the Awarding Authority reserves the right to reject any and all bids and to waive technical errors if, in its judgment, the best interests of the Awarding Authority will be promoted.

16. **DETERMINATION OF LOW BIDDER BY USE OF ALTERNATES:**

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

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

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

17. **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.

18. **AWARD OF CONTRACT:**

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

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Award of contract by Awarding Authority</td>
<td>60 calendar days after the opening of the bids</td>
</tr>
<tr>
<td>(2) Contractor’s return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority</td>
<td>15 calendar days after the Construction Contract has been presented to the Contractor for signature</td>
</tr>
<tr>
<td>(3) Awarding Authority’s approval of the Contractor’s bonds and evidence of insurance and completion of contract execution</td>
<td>20 calendar days after the Contractor presents complete and acceptable documents to the Designer</td>
</tr>
<tr>
<td>(4) Notice to Proceed issued to the Contractor</td>
<td>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</td>
</tr>
</tbody>
</table>

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

c. Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and evidence of insurance within the specified period, the Awarding Authority shall retain from the bid guaranty, if it is a cashier’s check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest bidder, 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, Code of Alabama (1975).

19. **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.

20. **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
SUPPLEMENTARY 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 licensed 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 **July 11, 2018**, includes all companies considered to be prequalified at this time without any further action:

**General Contractors Unlimited**
- B L Harbert International, LLC – Birmingham, AL
- Bailey-Harris Construction Company, LLC – Auburn, AL
- Harrison Construction Company, Inc. - Northport, AL
- WAR Construction, Inc. - Tuscaloosa, AL

**General Contractors Limited**
- Bob Morrow Construction Co., Inc. – Tuscaloosa, AL ($5,000,000)
- Duncan & Thompson Construction – Birmingham, AL ($10,000,000)
- Hall-Taylor Construction Company, Inc. – Tuscaloosa, AL ($10,000,000)
- K&A Builders, Inc. – Tuscaloosa, AL ($3,500,000)
- Kyser Construction – Tuscaloosa, AL ($500,000)
- RCI Contractors & Engineers, Inc. – Tuscaloosa, AL ($500,000)
- B. G. Watkins Construction, Inc. – Tuscaloosa, AL ($500,000)

**Demolition and Abatement**
- MAK Environmental, LLC – Northport, AL

**Electrical**
- A & B Electric - Tuscaloosa, AL
- Bright Future Electric, LLC – Birmingham, AL
- Marathon Electrical Contractors, Inc. - Birmingham, AL
- Mills Electric, Inc. - Tuscaloosa, AL
- Patco Electrical Contractors, Inc. – Tuscaloosa, AL
- Premier Service Company - Tuscaloosa, AL
- Taylor Electrical Contractors – Tuscaloosa, AL
- Trinity Contractors, Inc. – Trussville, AL

**Fire Protection**
- Central Fire Protection, Inc. – Homewood, AL
- International Fire Protection - Irondale, 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
- H&M Mechanical, Inc. - Pelham, AL
- Hardy Corporation – Birmingham, AL
- Jolly Heating and Air Conditioning, Inc. – Northport, AL (Only under $500,000 in cost)
- McAbee Mechanical - Tuscaloosa, AL
- McKelvey Mechanical - Tuscaloosa, AL
(continued)
P&M Mechanical, Inc. – Mt. Olive, AL
Premier Service Company – Tuscaloosa, AL
Southern Air, Inc. – Tuscaloosa, AL (Only under $500,000 in cost)
Trinity Contractors, Inc. – Trussville, AL

**Landscape / Irrigation**
GLS, LLC (Guthrie Landscape Services) - Tuscaloosa, AL
GradeScape, Inc. – Northport, AL
Landscape Workshop, LLC – Bessemer, AL
Vision Landscape, Inc. – Irondale, AL

**Masonry**
Burrows Masonry Contractors, Inc. – Florence, AL
Flurry Masonry, LLC – Pell City, AL
Jones Masonry Construction, Inc. – Tuscaloosa, AL
Masonry Arts, Inc. – Bessemer, AL
Selective Masonry, Inc. – Birmingham, AL

**Plumbing**
Bradley Plumbing and Heating, Inc. – Montgomery, AL
H&M Mechanical, Inc. - Pelham, AL
Hardy Corporation – Birmingham, AL
Jimmy Hall Plumbing Co. - Tuscaloosa, AL
John Wayne Plumbing – Tuscaloosa, AL
McAbee Mechanical - Tuscaloosa, AL
P&M Mechanical, Inc. – Mt. Olive, AL
Turner Plumbing, Inc. – Tuscaloosa, AL

**Roofing**
Alabama Roofing & Sheet Metal Co., Inc. - Anniston, AL
Allsouth Subcontractors - Birmingham, AL
Deason Roofing & Sheet Metal Contractors, Inc. – Tuscaloosa, AL
Johns and Kirksey - Tuscaloosa, AL
Quality Roofing Contractors – Huntsville, AL
Standard Roofing of Montgomery, Inc. – Montgomery, AL

**Sitework / Utilities**
Ballard Contractors, Inc. – Moundville, AL
Centerline Contracting, Inc. – Northport, AL ($1,000,000)
Chilton Contractors, Inc. – Clanton, AL
CivilWorx Construction, LLC – Tuscaloosa, AL
Cornerstone Civil Contractors - Tuscaloosa, AL
Dominion Construction Co., Inc. – Duncanville, AL
GFC Construction, Inc. - Duncanville, AL
John Plott Company, Inc. – Tuscaloosa, AL
L&D Moore Contracting, LLC – Tuscaloosa, AL
Price Construction – Tuscaloosa, AL
Russo Corporation – Birmingham, AL
Ryan Shirley, Inc. – Tuscaloosa, AL

**END OF SUPPLEMENTARY 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 UNIVERSITY 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______________________________________________________
Witness      Name and Title (Affix Seal)

________________________________________________________________________
Surety

___________________________   By______________________________________________________
Witness      Name and Title (Affix Seal)
BID PROPOSAL FORM

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

c/o Construction Administration
P.O. Box 870186
1205 14th Street
Tuscaloosa, Alabama 35487-0186

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

________________________________________________________

Dollars ($________________)

ESTIMATED SALES TAX: $__________________________

Required Listing of Subcontractors/Suppliers: N/A

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 Supplementary Instructions to Bidders for additional information.

(List requested trades here, if any)

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)

________________________________________ Date: _____________

Signature of Bidder

________________________________________

Title

________________________________________

Business Address
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: Assistant Vice President for Financial Affairs

__________________________________________

(Contractor)

By: ___________________________________________________________________

Title: ____________________________________________________________________
BOND FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA  )   CITY OF TUSCALOOSA
COUNTY 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 above-abounded 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:

__________________________

Countersigned by Alabama Resident Agent for Surety:

__________________________

(By: ________________________ (Title)

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 ) CITY OF TUSCALOOSA
COUNTY 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 our 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 above-bounden 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: ________________________________

________________________

Countersigned by Alabama Resident Agent for Surety: ________________________________

________________________

SURETY: ________________________________

________________________

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 for all contracts, such as 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 agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **“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 entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (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 or Individual Completing this Form (proposed contracting party)**
   
   Entity Name:  
   Individual Name:  
   Title:  
   Address Line 1:  
   Address Line 2:  
   City, State, Zip:  
   Telephone:  

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) 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. **Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit?**
   ___Yes ___No
   If yes, 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 employees, Trustees, 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 and/or lobbyists 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 that 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 __________________________

Version Date: 06/10/16  3
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.**

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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 (Form UABB as required by Article 6 of Instructions to Bidders)
5. Contract Agreement for Construction Form (UACAC)
6. Contract Bonds (Performance and Material Bond Forms as required by Article 32 of General Conditions of Contract)
7. Evidence of Insurance

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, properly 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 Building Commission, 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 State Building Commission, 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 the same in the following order:

   (a) The Contract Agreement
   (b) The detailed Specifications requirements
   (c) Details appearing on the Drawings
   (d) The Working Drawings

2. **WORDS AND TERMS**: Words used in the documents will be given their usual and common meaning unless, from the entire Contract, it is clear that some other meaning was intended. Words describing material 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 taken into account 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: When a printed portion of the Contract
Documents cannot be reconciled with a typewritten portion, the latter will prevail. Various
types of duplicating processes will be considered typewriting instead of printing. Also, if
one is typewritten and the other written in longhand, the one written in longhand will
govern. Likewise, written numbers will govern.

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

Obvious clerical or drafting errors or omissions revealed by perusal of the Contract
Documents as a whole will be discounted in determining the intent of the parties, insofar as
this may be accomplished without contravention 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 Awarding Authority without charge. Other copies requested will be furnished at reproduction cost. “Maximum 20 sets”. 

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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 in quintuplicate by the Contractor (with his stamp of 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 twenty-one 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 three copies of sets returned to the Contractor by the Awarding Authority. Should shop drawings be disapproved, three sets will be 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 in quintuplicate 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,
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 obtain and pay for one set of reproducible mylars from the Awarding Authority and transfer all “As-Built” information from the Record Drawings to the mylar reproducible in a clear, legible, and reproducible manner and then deliver them to the Awarding Authority. These mylars need to be signed by General Contractor, dated and marked “As-Builts.” The Contractors shall also furnish “As-Builts” on CD in the most current version of Autocad. (See Article 01700)

7. AWARDING AUTHORITYSHIP 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 or Designer.

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 of 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. 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 the end of each month 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.

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 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.

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.

11. EQUIPMENT AND MATERIAL DEVIATIONS:

Whenever any material or piece of equipment is identified on the plans or in the Specifications by reference to a single manufacturer’s name, model numbers, etc., without the phrase “or approved equal,” this material or equipment shall be supplied as specified without consideration to any other manufacturer. Any deviation from this requirement must be approved in writing by the Designer prior to the receipt of bids.

When the Specifications and/or Drawings indicate two or more manufacturer’s names or brands for materials or equipment to be used it shall be assumed that the phrase “or approved equal” is inserted
following the naming of manufacturers, whether such phrase occurs in the Specifications or not. However, if the Contractor desires to use a substitute it must secure written approval by the Designer. If a request to substitute an “approved equal” is made by the Contractor, and not approved by the Designer, then it will be expressly understood that all such material and equipment so named or described by any one of the manufacturers listed in the Specifications and/or Drawings will be furnished in full accordance with the Contract Documents.

12. ROYALTIES; PATENTS; AND COPYRIGHTS:

The Contractor shall pay all royalties and license fees. The Contractor shall 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:

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.

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.

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).

14. PROTECTION OF WORK AND PROPERTY:

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 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.**

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 preformed. 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 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.

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.

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.

   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 5%. No more than 5% shall be added by each successive lower-tier subcontractor, if applicable, for a maximum of 15%.

   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 of 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
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 by 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 and 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 (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 or convenience, 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.

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 or 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:**

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 through the Designer.

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.

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.

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.
In making partial payments, there shall be retained (five) 5 percent on the estimated amounts complete plus stored material until completion of (fifty) 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 four (4) successive weeks in some newspaper of general circulation published within the county where the Work was performed. Proof of publication of said Notice shall be made in duplicate by the Contractor to the Awarding Authority by affidavit of the publisher which shall include an original printed copy of the Notice published. Final Payment shall be due as noted by the Awarding Authority’s verification of the Final Application for Payment.

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 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: See Supplemental General Conditions

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 that 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 that the date of the Application for Final Payment, excepts 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 business 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. 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.

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 that 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.

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 form 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, 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).

If Contractor breaches this agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment of the contract price equal to any realized savings or benefits to the Contractor.

In accordance with the provisions of Article 39-3-4, Code of Alabama (1975), the Contractor shall use only 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 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 Contractor breaches this agreement to use domestic steel products, and domestic steel products are not used, the Contract Agreement shall be automatically revoked and Contractor shall not be entitled to any recoupment for labor or materials used up to the time of such revocation.
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 AUTHORITY 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. No permit required within construction fenced areas. Parking within construction fenced areas is to be directed and controlled by the Contractor and at the sole discretion of the contractor. The contractor shall provide a minimum of three (3) spaces for University personnel on site. As a convenience, 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.

END OF GENERAL CONDITIONS OF THE CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS

1.1 The attached Insurance Requirements are to be used in lieu of Section 31 of the General Conditions.

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

1.3 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.

1.4 Awarded General Contractors shall accept Electronic Funds Transfer (Direct Deposit) in lieu of paper checks. They will receive a confirmation e-mail giving all details.

1.5 Progress schedule not submitted per Section 9 of General Conditions will result in the project being shut down until submitted, with time still running.

1.6 It is a goal of the University of Alabama (UA) to encourage the use of Certified Minority-owned businesses and Certified Women-owned businesses in its construction program. The University has established a goal of 5% for this project. All winning bidders shall identify any Minority-owned or Women-owned businesses using the University’s form labeled “Attachment 5-A”. Attachment 5-A should be submitted along with the list of subcontractors. At the completion of the project the General Contractor shall give an accounting of all monies spent with these firms which shall be signed by said firms and notarized using “Attachment 11 Payment Voucher Form”. All payments to said firms must be made within 30 days of corresponding payment(s) made by UA to the General Contractor unless UA gives its approval for a time extension to the General Contractor in writing. All Minority and Women-owned businesses shall have the appropriate insurance, bonds, licenses, etc. that would be required of any subcontractor as required through the General Contractor’s contract.

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

1.8 The General Contractor shall be responsible for maintaining a robust 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 29CFR1926.352, 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.

1.9 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.

2.0 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 Documents.

2.1 UA Material Summaries are required for road, bridge, or any other projects defined by the contract documents.

2.2 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 insuring 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.

END OF SUPPLEMENTAL GENERAL CONDITIONS
UA Project Name: ______________________________________________________________

UA Project No: ______________________________

Value of Prime Contract: ______________________

General Contractor: _____________________________________________________________

Address: _____________________________________________________________________

City:  ___________________________________________ State:  ______ Zip: ___________

Name of DBE firm:  ___________________________________________________________

DBE Classification (e.g. woman-owned, minority-owned, Native American):_______________

Address:  ___________________________________________________________________

City:  ___________________________________________ State: ______ Zip: ____________

Telephone: ______________________

Description of work to be performed by DBE firm: ___________________________________

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described
above.  The estimated dollar value of this work is $ _____________________.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the
estimated dollar value as stated above.

By ___________________________________           _____________________________
    Signature        Title

If the bidder/offeror does not receive award of the prime contract, any and all representations in
this Letter of Intent and Affirmation shall be null and void.

07/07/15
1. **Project Name:**

2. **Project Number:**

3. **General Contractor:**

4. **DBE:**

5. **Reporting Period:**

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**THIS IS TO CERTIFY THAT THE WORK LISTED BELOW HAS BEEN PERFORMED BY THE ABOVE DBE SUBCONTRACTING FIRM OR SUPPLIER.**

6. **Description of Work** | 7. **Type of Firm C/S** | 8. **Units Worked** | 9. **Unit Price** | 10. **Amount to be Paid** | 11. **Amount Paid to Date**
---|---|---|---|---|---

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**ADDITIONAL COMMENTS IF NEEDED:**

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16. **Total Amount Paid for Period:**

$ 

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**Signatures:**

12. **Contractor:**

13. **DBE Subcontractor:**

14. **Project Manager:**

15. **Contract Administration:**

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**Name/Title:**

Date:

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Revision Date: 4/26/12
THE UNIVERSITY OF ALABAMA  
CONTRACTOR INSURANCE REQUIREMENTS

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 or general maintenance of properties owned or controlled by the University. To reduce this potential financial exposure, all contractors and construction-related operations are required to maintain a comprehensive insurance program as follows:

- **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:
  
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate (Per Project)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate (Per Project)</td>
<td>$2,000,000</td>
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<td>Fire Damage</td>
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</tbody>
</table>

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 have ISO endorsement #GL 20 33, or industry equivalent to include the University as an additional insured. The CGL policy must be modified or endorsed to alter the absolute pollution exclusion language to provide coverage for hostile fire and windstorm. The policy must not exclude any claims resulting from an explosion/blasting, collapse, excavation, or underground work.

- **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 in the Contractor’s policy must be amended to include Pollution Liability-Broadened Coverage (CA9948). Policy will provide the following minimum limits:
  
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

- **Excess/Umbrella Liability** with the following minimum limits:
  
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence &amp; Aggregate</td>
<td>$ TBD</td>
</tr>
</tbody>
</table>

The CGL and BA limits outlined above may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow-form basis. In the event the primary CGL and/or BA limits are less than requested, the amount of required excess/umbrella liability will increase by amount the primary insurance is deficient.
• **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)  
  Statutory
- Employer’s Liability (Coverage Part B) - Per Occurrence  
  $1,000,000

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.

• **Builder’s Risk**
  o The University is providing this coverage through a commercial insurer that offers a competitive program with a scope of coverage that is understood to be comprehensive by commercial insurance standards. The commercial insurer selected by the University will have an *A. M. Best’s* rating of no less than A- VIII. The General Contractor will be responsible for the $10,000 per occurrence deductible should claims be made. This will be reimbursed to the University through a reduction in the General Contractor’s Payment Application. The decisions of the builders risk insurer, on the calculation, applicability of coverage and settlement of claims will be final.
  o The limit for on-site stored materials is capped at the project value. Off-site limits are $1,000,000 per location. The limit for materials in transit is $1,000,000 and additional limits are available upon request and subject to acceptance by the underwriter.
  o The Builder's Risk insurance program secured by the Owner does not provide coverage for damage, theft, or any other loss to tools or equipment owned, leased, or rented by the Contractor, employees of the Contractor, or any Subcontractor. There is coverage for scaffolds, forms and fences subject to a $1,000,000 limit.
  o **Protective Safeguard Requirements:**
    ▪ The Contractor must take every reasonable effort to protect materials at off-site storage location(s) acceptable to Owner, and to prevent loss due to theft, vandalism, or other physical perils. At a minimum, the protective measures are to include documented storage with adequate protection to prevent theft, vandalism, and damage resulting from perils to include, but not limited to, fire, rain, sleet, snow, ice, and wind. The storage location is required to have an alarm system activated by smoke/fire, unlawful entry, and water flow resulting from the discharge of a fire sprinkler system.
    ▪ Materials transported from off-site storage facilities to the site must be handled in a manner to prevent damage in transit. At a minimum, the protective measures must include the use of equipment designed for such application and with a rated capacity that is equal or greater than the materials being hauled. The materials must be protected to prevent damage resulting from perils to include, but not limited to, fire, rain, sleet, snow, ice, and wind and be secured in a manner to prevent falling and to afford reasonable protection in the event of collision, upset, or overturn. While in transit the driver may not leave the load unattended for any period longer than is absolutely necessary for refreshment, refueling, or restroom breaks.
**Insurance Company Minimums** - All policies will be underwritten by insurance companies acceptable to the University of Alabama. The insurance company must have a minimum A.M.Best’s rating of A- VIII or a Standard and Poor’s rating of BBB+ and shall be licensed as an admitted insurer or authorized by the Alabama Commissioner of Insurance as a surplus lines insurer.

**Certificate of Insurance Requirements** - Prior to the commencement of any work, the Contractor must provide a Certificate of Insurance on the ACORD form 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, its individual trustees, officers, directors, employees, agents and representatives and Hoar Program Management, L.L.C. are included as additional insureds as respect to the Commercial General Liability policy. 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, 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 meets the insurance requirements outlined above. 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.

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.

**Duration of Insurance Coverage** – After substantial completion of the project and acceptance by the University, the contractor must renew all required insurance programs, other than the builder’s risk and installation floater for a minimum of 24 months. The coverage provided during the project shall not be altered or modified without approval from the University. The contractor may elect to change insurance carriers, but any replacement must provide equal coverage and a minimum financial rating as outlined above.

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

### Change Order Number:

### Date:

### Contractor:

### Project Name:

### Project No.:

### Descriptions:

### Total:

$0.00

### Adjustments to Contract Price

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$0.00</td>
</tr>
<tr>
<td>Net Total of Previous C.O.s (Includes Alternates Awarded After Contract)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Previous Revised Contract Price</td>
<td>$0.00</td>
</tr>
<tr>
<td>This Change Order No. (add) (deduct) (no change):</td>
<td>$0.00</td>
</tr>
<tr>
<td>Revised Contract Price (Including Award of Bid Alternates)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Total Alternates Awarded After Contract Included in Revised Contract Price Above

$0.00

### Extension of Time for this Change Order:

Zero (-0-) Calendar Days

### Contracting Parties

**Consent of Surety**

by: ____________________________

**Recommended**

by: ____________________________

Architect of Record

by: ____________________________

Project Manager

by: ____________________________

AVP Construction Administration

by: ____________________________

Director of Contract Administration

**Contracting Parties**

by: ____________________________

(Contractor)

The Board of Trustees of

The University of Alabama, a corporation

by: Cheryl Mowdy, Assistant Vice President for Financial Affairs

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.
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: ______

Brief Description of Proposed Change:

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Material</td>
</tr>
<tr>
<td>Material</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Burden</td>
<td>#VALUE!</td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Equipment</td>
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<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>#VALUE!</td>
<td></td>
<td></td>
<td>(Direct Cost)</td>
</tr>
<tr>
<td>Overhead &amp; Profit</td>
<td>#VALUE!</td>
<td></td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Sales/Use Tax</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>9%</td>
</tr>
<tr>
<td>Total Cost</td>
<td>#VALUE!</td>
<td></td>
<td></td>
<td>☐ Add</td>
</tr>
</tbody>
</table>

Sub Totals:

Material: $0.00  Labor: $0.00  Equipment: $0.00

% Labor only (per Article 19.B.1.c.vi. of the General Conditions)

% Of the Direct Cost & Per the Limits in Article 19.B. of the General Condi
Material only
FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

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

(Contractor)

Contractor, has completed the Contract for (Construction) (Renovation) (Alteration) (Equipment) (Improvement) of

(Name of Project)

at

(Insert location data in County or City)

for The Board of Trustees of the University of Alabama, Owner, and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify

____________________________________________ (Architect)

(Contractor)

(Business Address)

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

Division 01 00 00
Scope of Work for Paul W. Bryant Museum Interactive Videowall and Theater Display Systems

The Bryant Museum at the University of Alabama has engaged Bluecadet to design and develop two interactive media elements to be installed at the museum: an interactive multi-user videowall and a smaller theater touchscreen. This narrative is only to convey the design intent and desired functionality of these elements. It is the responsibility of the awarded audiovisual integrator to supply all necessary parts and equipment necessary to deliver a fully functional A/V system capable of meeting this intent. The A/V integrator will be responsible for exact specification and engineering services necessary to deliver an appropriate system to Bluecadet capable of achieving their design intent. It is also the responsibility of the A/V integrator to setup and configure this system at Bluecadet studios in Philadelphia for development and testing, for breakdown at their studios following testing, and for final installation at the Bryant Museum.

The A/V integrator shall supply as-built schematic drawings for all audio, video, and control connections. Two (2) draft-sized copies of as-built schematic drawings shall be delivered to client within 30 days of the conclusion of installation. 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. All wiring shall be permanently labeled and uniquely identified at both ends in a manner which corresponds to as-built schematic wiring diagrams. 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. Plenum wiring shall be utilized in necessary spaces as required to conform to NEC. 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.

Interactive video wall hardware shall have a three (3) year advanced replacement warranty. One year of service and support for all other furnished 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, replacement parts and labor including software/firmware updates, and one preventive maintenance visit per year.

Full technical support as specified for first year shall be renewable annually, and company shall include a cost estimate for second year support renewal.

One 8:00am-5:00pm business day of training on the operation and maintenance of the system shall be provided.

General Contractor shall coordinate the provision of all physical and electrical requirements necessary to support and power all video walls and associated systems based upon input from the awarded A/V integrator regarding loads and locations.
The interactive multi-user multi-touch videowall shall consist of six (6) 55” diagonal ultra-low bezel 1080P professional/commercial grade LCD videowall displays mounted side by side in portrait orientation. Panels shall have a maximum bezel width of 1.7mm each and a maximum mounted depth of 4 inches screen-to-wall. Mounting system should provide 6 axes of adjustment for panel alignment and allow panels to be serviced in place. A minimum 32-point multi-touch overlay shall be provided. LCD displays must have optically bonded protective glass bonded by a layer of silicon with no air gap between the LCD glass and protective glass to eliminate parallax. Video wall shall include Off-Board Electronics and Power Supply. All necessary cabling and mounting hardware shall be provided. An appropriate videowall processor of at least two (2) input and six (6) outputs and capable of bezel compensation shall be provided. A custom PC shall be provided as a controller, and the specifications for this PC are provided in the example equipment list below. PIR or motion sensors and Arduino boards may be used to sense presence and switch wall from attract phase to interactive. Provision shall be made for the scaled playback of DVD-Video or file-based on-demand video content (for example, movies or game videos) in addition to the archived media assets.

Audio for the interactive videowall shall include a pair of slim column array speakers mounted to the left and right of the wall for attract-phase audio and scaled full-screen on-demand video playback. These speakers should have a maximum installed depth of 4 inches grille-to-wall. The video wall should also have a minimum of three discrete zones of directional speakers designed to constrain audio from user-selected video content within the local area of the screen from which this video was triggered. These may be mounted horizontally along the top of the videowall or ceiling-suspended. A digital audio signal processor of at least two (2) inputs and six (6) outputs shall be provided with the appropriate output zones triggered by the interactive touchscreen overlay and/or controlling PC. An infrared assisted listening system shall be provided which mirrors the ambient/attract-phase column array audio.

The theater side of the wall shall have a single 98” 4k UHD LED backlit LCD display with integrated multi-touch for user selection of desired content. This display should include an appropriate fixed wall mount providing a maximum installed depth of 4 inches screen-to-wall. All necessary cabling shall be provided. A custom PC shall be provided as a content host, and the specifications for this PC are provided in the example equipment list below. Provision shall be made for the scaled playback of DVD-Video or file-based on demand video content (for example, movies or game videos) in addition to the archived media assets.

Audio for the theater shall include either a surround system or a pair of slim column array speakers mounted to the left and right of the display. These speakers should have a maximum installed depth of 4 inches grille-to-wall. Proper effort shall be expended to specify a system which constrains the audio within the theater area as well as is reasonably possible and prevents excessive spill over into the museum area. An infrared assisted listening system shall be provided.

An equipment rack of at least 32 standard rack unit spaces shall be provided for the equipment closet located between these two videowall/theater elements, and this rack shall house all necessary computers, servers, amplifiers, and external power supplies or video processors. A rack mounted monitor of 19 inches and an 8-port KVM switch shall be provided to control all computer equipment. Video, audio, and touch control signals shall be extended from this equipment rack to all displays and speakers using appropriate category cabling and/or analog audio cabling.
Some examples of our desired elements are listed below, however this list should not be considered comprehensive or functionally appropriate. It is the responsibility of the A/V integrator to ensure the installed system will meet the design intent and functional requirements.

**Interactive multi-user videowall:**
- Six (6) Planar Clarity Matrix G3 MX55X-P-ERO panels
- One (1) RPS110 power supply
- Three (3) power supply modules
- Two (2) video controllers
- Six (6) video extension cables
- Three (3) primary AC power supply cables
- Two (2) primary DC power supply cable
- Four (4) power interconnect cables
- Planar EasyAxis Mounting System with trim kit

**Videowall processor:**
- One (1) Planar Clarity VCS6-STD-8 DP 8 configured for 2 in x 6 out.

**Theater touchscreen:**
- One (1) Planar UltraRes UR9851 Touch, 4K touchscreen with ERO
- One (1) Planar Profile Mounting System

**Equipment rack:**
- One (1) equipment rack, minimum 32 RU and 27” depth
- One (1) UPS suitable for the load of four (4) computers
- One (1) KVM Switch, 8-port, USB, DVI
- One (1) Rack mount monitor, 19 inch, DVI
- One (1) Sony UBP-X800 Blu Ray/Media player

**Videowall Audio:**
- One (1) QSC Core 110f
- Two (2) JBL CBT 100LA-1 with mounting brackets for L/R ambient
- Three (3) Brown Innovations SB-47 with mounting brackets for directional audio zones at wall
- One (1) Brown Innovations Myriad 4-channel amplifier with Smart Volume option
- One (1) Listen Tech LS-100 ListenIR iDSP System

**Theater Audio:**
- Two (2) JBL CBT 100LA-1 with mounting brackets
- One (1) QSC CX404 amplifier, 4 channels, 250W@4 Ohms each (shared with videowall L/R)
- One (1) Listen Tech LS-100 ListenIR iDSP System

**Videowall content host PC:**
- Minimum specifications shall be Intel Core i7@4.2GHz, 4201MHz, 4 cores, 8 logical processors, 64GB RAM, two (2) Nvidia Quadro P4000 or greater + 1 Nvidia Quadro Sync Card, 512GB SSD.

**Theater touchscreen content host PC:**
- Minimum specifications shall be Intel Xeon processor, 64GB RAM, Nvidia Quadro P4000 or greater, 512GB SSD.