



PROJECT MANUAL

for

**Window Replacement at the
Shelby County Courthouse**

**Shelby County
Columbiana, Alabama**

September 2015

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Sealed bids for turn key **Window Replacement at the Shelby County Courthouse** in Shelby County will be received by the Shelby County Commission in Work Session Conference Room located in the Shelby County Administration Building, 200 West College Street in Columbiana, Alabama until 2:00 p.m. local time on October 15, 2015, at which time Bids will be opened and publicly read.

A mandatory pre-bid conference will be held in the Work Session Conference Room in the County Administration Building on October 12, 2015 at 10:00am local time. Any questions must be submitted in writing to Gary Davis at gdavis@shelbyal.com or by fax at 205/669-3920. Replies will be by addendum. This project involves, but is not limited to the turn key **Replacement of Windows at the Shelby County Courthouse** as indicated in the specifications and drawings.

All interested bidders may obtain copies of the Bid Documents at the office of Facilities & General Services 280 McDow Drive Columbiana, AL 35051.

**COURTHOUSE
WINDOW REPLACEMENT**

INVITATION TO BID

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September 25, 2015

**STATE OF ALABAMA
COUNTY OF SHELBY**

INVITATION TO BID

Sealed Bids for the replacement of Courthouse windows, located at 112 North Main Street Columbiana, AL 35051, will be received by the Shelby County Commission in the Work Session Conference Room, Shelby County Administration Building, 200 West College Street, Columbiana, AL 35051 until 2:00 p.m. central standard time on October 15, 2015, at which time Bids will be opened and publicly read. The Shelby County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

General Information

The Contractor shall provide all necessary labor, materials, tools, permits, licenses and equipment required to complete the work.

The project shall be **entirely complete within one hundred twenty (120) calendar days** of an awarded contract and written Notice to Proceed.

The proposal package includes Window Specifications, a copy of which are available for examination Monday through Friday from 8:00 a.m. to 3:30 p.m. in the office of the Facilities & General Services Department, 280 McDow Drive, Columbiana, AL 35051. Additional bid packages may be obtained in accordance with the Instruction to Bidders.

A certified check or bid bond for the lesser of five percent (5%) of bid or \$10,000 made payable to the Shelby County Commission must accompany each bid. The bidder's proposal must be submitted in triplicate on a complete original proposal available as provided above. Bidders are required to be licensed in accordance with State law. The right to reject any or all bids is reserved.

All bidders **must** use our form for submitting their bid. All bids must be sealed and marked in the lower left-hand **"BID- Window Replacement – Shelby County Courthouse"** with **opening date and time**. Late bids will not be opened. Bids will not include any Local, County, or State sales tax. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file and the Commission Minutes.

Insurance and Licensing Requirements

This contract shall not be executed by the County Manager until the successful bidder has supplied the following information in a timely manner, as outlined in the attached contract specifications:

- A. Section 84 State/County privilege license and all other required license(s).
- B. Proof of Insurance containing additional coverage for the Shelby County Commission, its successors, and/or assigns.

Disqualification of Bids

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information or other details of the bid; or
- D. Failure to include the Bid Bond.

Method of Award

The award will be made to the lowest responsive bidder meeting specifications on the Base Bid plus accepted alternates. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with the specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission. Upon the awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

Alex Dudchock
County Manager

END OF SECTION

INSTRUCTIONS TO BIDDERS

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1.01 SECURITY DOCUMENTS

Bidders may obtain sets of Bid Documents from the Facilities & General Services Office located at 280 McDow Drive in Columbiana, AL 35051.

1.02 BID FORM

- A. In order to receive consideration, prepare all bids in strict accordance with the following:
1. Prepare bids upon the forms provided therefore, in triplicate and properly executed and with all items filled in.
 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
 4. Telegraphic or electronic bid or modification of bid will not be considered.
 5. Bids received after the time specified for receiving them will not be considered.
 6. Late bids will be returned to the sender unopened.
 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
 9. It is the sole responsibility of the bidder to see that his bid is received on time.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

1.03 BONDS

- A. BID BONDS
1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract Amount or \$10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
 2. All Bid Bonds shall be in the form referenced in the Project Manual.
 3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
 4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.

INSTRUCTIONS TO BIDDERS

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5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Bid.

1.04 PRIOR TO BID

A. Examination of Drawings, Project Manual and Site of Work:

1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Project Manual and all other proposed Contract Documents, and visit the site of the Work.**
2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents.
3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.
5. **All Bidders shall note that a mandatory Pre-Bid conference will be held October 12, 2015 at 10:00 a.m. in the Work Session Conference Room in the Shelby County Administration Building located at 200 West College Street, Columbiana, Alabama 35051.**

B. Interpretation of Contract Documents Prior to Bidding

1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may **submit to the Owner a written request** via facsimile (205/669-3920) for interpretation thereof not later than three days before Bids are specified to be received.
 - a) The person submitting the request shall be responsible for its prompt delivery.
 - b) Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its

INSTRUCTIONS TO BIDDERS

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contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear.**

- c) The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.05 BIDS

A. Withdrawal of Bids

1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for receiving bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof. This 60 day period may be extended by mutual agreement between Bidder and Owner.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

1. **The Contract, if awarded will be awarded to the responsive low Bidder who has proposed the lowest Contract Sum on the basis of the Base Bid plus approved alternates,** subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project within 24 hours of bid time. Bidder shall use AIA Document G805, List of Subcontractors.
2. Prior to contract award the apparent low bidder, upon request by the Owner, shall provide within 48 hours, the following information to substantiate bidders competency to perform the work:
 - Letters of recommendation from project owners for three (3) similar projects constructed by bidder within the last three (3) years.
 - Name of bidder's proposed superintendent, resume and list of minimum of three (3) similar projects successfully completed by superintendent within last three (3) years. Project Owner contact information shall be included for verification.
 - List of all projects completed within the last three (3) years. The Owner may obtain appraisals of bidders performance on past

INSTRUCTIONS TO BIDDERS

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projects to establish competency of bidder. Evaluation shall include quality of workmanship, claims for change orders or time extensions and would contractor be considered for future projects.

1.06 EXECUTION OF AGREEMENT

- A. Public Works Contract (Sample Attached).
- B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.
- C. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Contract Documents.
- D. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- E. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.
- F. It is the responsibility of the Contractor to make application for qualification of exemption for tax exemption. See Exhibit 1 – Alabama Department of Revenue Sales Tax Notice.

1.07 CONTRACT TIMES

- A. Contractor agrees that the work will be substantially complete within 120 days from Notice to Proceed.
- B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, and whether contemplated or not and whether or not arising by active interference by the Owner and his agents and employees, the Owner shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.
- C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and

INSTRUCTIONS TO BIDDERS

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(2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time.

D. Time Extension for unusually Severe Weather:

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.08 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$200.00 per day shall be applied as damages and not as penalty.

a

1.09 COORDINATION

- A. It is the responsibility of the Contractor to schedule and coordinate any required testing.

1.10 SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 991-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518, as published in the "Federal Register", Volume 36, NO. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of

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persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.

END OF SECTION

**Shelby County Courthouse
Exterior Painting**

BID REQUIREMENTS

INSURANCE REQUIREMENTS:

The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days Notice of Cancellation**. Required insurance shall not be written for less than the following limits, or greater if required by law. Additional named insured shall be the Shelby County Commission, its officers, agents, and employees, successors or assigns.

Contractor's Liability Insurance:

1. Worker's Compensation
 - a. State Statutory
 - b. Applicable Federal..... Statutory
 - c. Employer's Liability.....\$500,000
 - d. Benefits required by Union laboras applicable
 - e. Voluntary Compensation\$100,000
 - f. Broad Form all States Endorsement
2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Personal Injury; all as combined single limits):
 - a. Bodily Injury/Property Damage, each occurrence.....\$1,000,000
 - b. Products/Completed Operations annual aggregate.....\$1,000,000

Products and Completed Operations Insurance shall be maintained for 3 years after the work has been completed; Property Damage liability insurance will provide X, C, or U coverage as applicable; Fellow employee Suits to be included.
3. Comprehensive Automobile Liability (owner, non-owned, hired):

Combined single limits for bodily injury and property damage:

 - a. Bodily Injury/Property Damage, each occurrence.....\$1,000,000

Indemnity:

The Contractor shall assume all liability for and shall indemnify and save harmless the Shelby County Commission, its officers, agents, and employees, and their successors and assigns, and their consultants and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during

BID REQUIREMENTS

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the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract.

The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work". A statement of the above indemnity coverage and conditions shall be included on the Insurance Certificate.

This Contract shall not be awarded by the County Manager until the successful Bidder has supplied, in a timely manner the following:

1. Section 84 - State/County privilege license and all other required licenses.
2. Proof of insurance containing additional coverage for the Shelby County Commission, its successors or assigns.

BASIS FOR AWARD:

The Shelby County Commission reserves the right to reject any or all bids and to waive any informalities or technicalities and to proceed in the Shelby County Commission's best interest. It is not the policy of the Shelby County Commission to award on the basis of low bid only. The Shelby County Commission reserves the right to accept any Alternates as deemed most beneficial to the Shelby County Commission.

ADVERTISEMENT OF COMPLETION:

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion (see sample form within this document) in a newspaper of general circulation in Shelby County, Alabama, once a week for four consecutive weeks. Prior to final payment to the Contractor proof of publication of said notice shall be submitted by the Contractor to the Shelby County Commission by affidavit of the publisher and a printed copy of the notice. In no instance shall a final settlement be made upon the Contract until the expiration of thirty (30) days from the completion of the Contract.

END OF BID REQUIREMENTS

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PROPOSAL FORM

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Bids shall be submitted in triplicate.

DATE: October 15, 2015
2:00 p.m. Local Time

TO: Mr. Alex Dudchok
Shelby County Commission
200 West College Street
Columbiana, AL 35051

Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Bid Documents relating to the construction of:

**Courthouse Window Replacement
Columbiana, Alabama**

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Bid Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Bid Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Bid Documents, for the following sum of money:

\$ _____

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving. The period for acceptance of bid may be extended by mutual agreement between Bidder and Owner.
3. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages as specified.
4. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Bid Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and

proof of insurance coverage, all within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.

5. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 6 below.

6. The names of all persons interested in foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

NAME OF FIRM:

ADDRESS:

LICENSE #

Date of License:

CLASSIFICATION:

Monetary Limit:

SIGNED BY:

TITLE:

PRINTED NAME:

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid as a **"LUMP SUM."** The Bidder agrees to perform all necessary work described in the **BID DOCUMENTS** for the following **TOTAL LUMP SUM BID**, constituted by the **BASE BID**:

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PROPOSAL FORM

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BASE BID:

Replacement of Courthouse Windows at the Shelby County Courthouse

Base Bid Item Vinyl Replacement Windows \$ _____

Estimated Sales Tax (not included above) \$ _____

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 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, and without collusion or fraud.

WITNESSES:

Name (Print)

BY (Legal Signature)

Name (Print)

BY (Legal Signature)

The full names and residences of persons and firms interested in foregoing Bid as Principals are as follows:

Legal Name of Bidder(s)

Name / Title (Print)

BY (Legal Signature)

Address

Name / Title (Print)

BY (Legal Signature)

Address

END OF SECTION 00300

Design / Construction

UNIT PRICES

Unit Price #1 Remove and replace deteriorated wood frames on existing windows to anchor new windows as required.

Price per each jamb	\$ _____
Price per each sill	\$ _____
Price per each header	\$ _____
Price per each arch	\$ _____

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

- A. Summary of the Work
- B. General Requirements
- C. Special Project Procedures

1.02 SUMMARY OF THE WORK

- A. This project will consist of providing all labor, material, permits, licenses and equipment as necessary to replace the windows, per the statement of work dated September 24, 2015, at the Shelby County Courthouse as detailed in the bid documents entitled – Project Manual for Window Replacement at the Shelby County Courthouse, Shelby County, Columbiana, AL September 2015.

1.03 GENERAL REQUIREMENTS

- A. *Material Providers Qualifications:* The manufacturers of all materials used must be reputable and regularly engaged in the manufacture of the particular material for the use and service to which it will be subjected.
- B. *Compliance with state and local laws:* Comply with all applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws or regulations.
- C. *Protection of public and private property:* Take special care in working areas to protect public and private property to include vehicles and adjacent buildings. The CONTRACTOR shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, fences, drain pipes, sewer drainage ditches, all properties and fixtures (both permanent and temporary) and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done.
- D. *Approved chemicals:* All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, fertilizer or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with instructions.
- E. *Preservation of Existing Vegetation:* Take reasonable care during window replacement to avoid damage to vegetation.

"Neither OWNER nor ENGINEER makes any warranties or representations about any surface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of surface conditions that may be encountered by performing on-site inspections. The risk of encountering and correcting such surface conditions shall be borne solely by the CONTRACTOR, and the CONTRACT PRICE shall include the cost of performing the work complete in-place within the CONTRACT TIME and in accordance with the terms and conditions of the CONTRACT DOCUMENTS."

Part 2 – Products

Use of manufactures, trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

Part 3—Execution

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

Procedures for processing Shop Drawings, Product Data, Office Samples, and Certificate of Compliance

1.02 GENERAL PROCEDURES

- A. The approval of submittals does not constitute a Change Order.
- B. All items shall be submitted under Contractor's transmittal letter. The Contractor shall stamp each submittal with his submittal stamp, and shall include the following information:
 - 1. Project by title and Owner's project number
 - 2. Work and products by Specifications Section and Article number
 - 3. Contractor shall submit one copy of every submittal or sample to Owner for review.
- C. Resubmittals: When Owner requires that a submittal be "resubmitted," comply with the requirements of this Section and identify changes made since the previous submittal.
- D. Notify Owner in writing at time of submittal of any deviations from the requirements of Contract Documents.
- E. Make all submittals far enough in advance of scheduled dates for installation to provide sufficient time for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing deliver.
 - 1. Review Time: In scheduling work activities, allow at least seven (7) working days from Owner's receipt for his review. The seventh day shall be defined as the first day of return to the Contractor.
 - 2. Delays caused by the tardiness of the Contractor in preparing and in forwarding of submittals will not be an acceptable basis for extension of the Contract completion date nor for consideration of alternate products that do not meet the specified requirements of this Project Manual.

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Shop Drawings, Product Data, Samples

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- F. Starting work which requires submittals to be approved by Owner before Owner approves and returns the submittals to Contractor shall be at Contractor's risk.

END OF SECTION 01340

I. Part 1 – General

1.01 SUBSTANTIAL COMPLETION

- A. Within a reasonable time, Owner will inspect to determine status of completion, and compile a punch list of items to be completed and corrected. If Owner determines that Work is not substantially complete, he will immediately notify Contractor. The Owner will generally point out his reasons; he will not be obligated to give an exhaustive list of discrepancies.
- B. Contractor's Duties are to remedy the deficiencies and send the Owner another written Notice of Substantial Completion.
- C. Owners Actions will be to re-inspect the work and issue a Certificate of Substantial Completion when he considers it to be warranted.

1.02 FINAL COMPLETION

- A. When this Project is considered to be complete, Contractor shall submit certification indicating the following:
 - a. Contact Documents have been reviewed and Work has been inspected for compliance with those Documents.
 - b. Work has been completed in accordance with Contract Documents.
 - c. All punch list items have been corrected
 - d. Work is complete and ready for final inspection.
 - e. Appropriate notifications have been filed with Governmental Agencies (attach copies.)
- B. Owner's actions during final inspection:
 - a. Inspect to verify the status of completion with reasonable promptness
 - b. Notify Contractor in writing about any Work considered to be incomplete or defective.
- C. Contractor's Duties: take immediate action to correct deficiencies, and send certification to Owner that Work is complete.
- D. Owner's duties: determine when Work is acceptable then request Contractor to make closeout submittals.

1.03 CONTRACTOR'S CLOSEOUT SUBMITTALS REQUIRED

- A. Documents required by State Licensure inspectors and other authorities having jurisdiction.
- B. Project Record Documents: Comply with Section 01720

- C. Maintenance Data: Comply with Section 01730
- D. Warranties and Bonds: Comply with Section 01740
- E. Evidence of Payment and Release of Liens: Comply with requirements and Conditions of the Contract
- F. Consent of Surety to Final Payment
- G. Certificates of Insurance for Products and Completed Operations: Comply with Supplementary Conditions
- H. Closeout documents shall require written acceptance by the governing agency.

1.04 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement to Owner indicating all adjustments to the Contract Sum. Include the following:
 - a. Original Contract Sum
 - b. Previous change orders
 - c. Changes under allowances
 - d. Changes under unit prices.
 - e. Deductions for uncorrected work
 - f. Penalties and bonuses
 - g. Deductions for liquidated damages.
 - h. Deductions for re-inspection fees
 - i. Other adjustments to Contract Sum
 - j. Total Contract Sum, as adjusted.
 - k. Previous payments.
 - l. Sum remaining due
- B. If required, a final Change Order will be prepared reflecting approved adjustments to Contract Sum that were not previously made on Change Orders.

1.05 FINAL APPLICATION FOR PAYMENT

Submit final Application for Payment in accordance with procedures and requirements of the Conditions of the Contract and Alabama State Law.

1.06 FINAL PAYMENT

Owner will make final payment.

1.07 POST-CONSTRUCTION INSPECTION

**COURTHOUSE
WINDOW REPLACEMENT**

Contract Closeout

Section 01700 Page 3 of 3

Prior to expiration of one year from the Date of Substantial Completion, the Owner will make a visual inspection of the Project to determine whether correction of Work is required, in accordance with the Conditions of the Contract.

The Owner will promptly notify the Contractor, in writing, of any observed deficiencies. Contractor shall then correct deficiencies promptly.

II. Part 2 – Products

Not Used

III. Part 3 – Execution

Not Used

END OF SECTION

I. Part 1 – General

1.01 CLEANING

- A. The Contractor is responsible for clean up daily.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- C. During the course of the work, keep streets clean from mud, dirt, debris, and other materials removed from the job site. Promptly remove from the streets mud and dirt tracked by vehicles. Should any pavement surface or utility become damaged or marred as a result of the construction process, or hauling of materials, the Contractor shall repair the damage to the satisfaction of the Owner, at Contractor's own expense.**
- D. Upon completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for construction work to follow, and ready for occupancy, as applicable.
- E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - a. There is a "No Burn" requirement on this project. Do not burn or bury rubbish and waste materials on project site. Dispose of all waste in accordance with local ordinances.
 - b. Do not dispose of volatile waste such as mineral spirits, oil, and paint thinner in storm drains and/or sanitary sewers.
- F. Hazard Control:
 - a. Store volatile wastes in covered metal containers, and remove from premises daily.
 - b. Prevent accumulation of waste that might cause hazardous conditions.
 - c. Provide adequate ventilation during use of volatile and noxious substances.

1.02 DURING CONSTRUCTION

- A. Clean grounds, and public properties and keep free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to prevent dust.
- C. During progress of Work clean site and public properties and dispose of waste materials, debris and rubbish.

Section 01710 Page 2 of 2

- D. Provide on-site containers for collection of waste materials, debris, and rubbish. Type of container is at Contractor's option. Provide containers with adequate capacity to accommodate anticipated needs. If containers do not have adequate capacity, increase intervals of waste removal or capacity of containers until adequate capacity is provided.

1.03 FINAL CLEANING

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. Remove debris and rubbish from the work areas.
- C. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
- D. Prior to Final Completion, or Owner Occupancy, Contractor shall conduct an inspection of all work areas, to verify that the entire work is clean.

II. Part 2 – Products

Not Used

III. Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.01 WARRANTIES AND BONDS

Provide warranties and bonds required for specific products: **All materials that will become a permanent part of this project shall require a written manufacturer's warranty.**

1.02 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined for the entire completed project.
- B. Verify that documents are in proper form, contain full information, and are notarized.

1.03 WARRANTY PERIOD

The warranty period shall continue for a period of one (1) year from final acceptance of the work. All materials of construction, installation, and workmanship shall be covered under this warranty. The Owner, shall inspect applications at various stages in the project and verify products are installed as recommended.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

SECTION 08 5300

REPLACEMENT VINYL (uPVC) WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Tubular extruded polyurethane insulated uPVC plastic windows with fixed perimeter sash, single glass panel picture windows with dual-glazing, and simulated center meeting rail. Replacement type windows to include sub-frame, sash, glass, perimeter trim cladding, sill cladding.
- B. Related Sections:
 - 1. Bid Documents furnished by Shelby County (Owner)

1.2 REFERENCES

- A. American Architectural Manufacturers Association (AAMA):
 - 1. 303 - Voluntary Specification for Poly (Vinyl Chloride) (PVC) Exterior Profile Extrusions.
 - 2. 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
- B. American Architectural Manufacturers Association/Window and Doors Manufacturers Association/Canadian Standards Association (AAMA/WDMA/CSA) 101/I.S.2/A440 - Standard/Specification for Windows, Doors and Unit Skylights.
- C. American Society of Civil Engineers (ASCE) 7 - Minimum Design Loads for Buildings and Other Structures.
- D. ASTM International (ASTM):
 - 1. E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights.
 - 2. F588 - Standard Test Method for Resistance of Window Assemblies to Forced Entry Excluding Glazing.
- E. 2015 Energy Star (www.energystar.gov) - Qualified Products.
- F. National Fenestration Rating Council (NFRC) 100 - Procedures for Determining Fenestration Products U-Factors and NFRC 200 – Solar Heat Gain Coefficient and Visible Transmittance.

1.3 SYSTEM DESCRIPTION

- A. Windows: AAMA/WDMA/CSA 101/I.S.2/A440.
 - 1. Product type:
 - a. Fixed picture windows, rectangular, single glass panel, dual-glazing, with simulated center meeting rail to match a double-hung window.
 - b. Structurally reinforced frame to withstand 120 mph wind loads at maximum panel size of 40" wide X 93" high with minimal flexure.
 - 2. Thermal transmittance of window assembly: Minimum R value = 5 or better.
 - 3. U-factor of window assembly: 0.28 maximum or better.
 - 4. Solar Heat Gain Coefficient: 0.28 maximum or better.
 - 5. Air Infiltration: .04 cfm/sf maximum
 - 6. Water Resistance: 12 psf minimum
 - 7. Condensation resistance factor: Minimum 50 tested to AAMA 1503 and/or NFRC 100.
 - 8. Forced entrance resistance: Conform to ASTM F588. Grade 10.
- B. Design Requirements; design windows to withstand:

1. Wind loads in accordance with 2012 International Building Code. Windows shall be designed to resist an Ultimate Design Wind Speed (V_{ult}) of 120 MPH for Risk Category III Building.
2. Movement caused by an ambient temperature range of 120 degrees F and a surface temperature range of 160 degrees F.

1.4 SUBMITTALS

- A. Submittals for Review:
1. Shop Drawings: Complete and to scale. Include locations, elevations, sections, materials, finishes, and attachments.
 2. Samples:
 - a. Window and frame corner, minimum 6 x 6 inches, showing corner construction, cross section, and finish.
 - b. 3 x 3 inch vinyl samples. Color of exterior window frames, sash, and trim to closely match existing window color. Provide manufacturer's closest match to existing window color for consideration. Provide color samples of actual material.
 - c. Trim coil actual material samples showing available colors and finishes.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 10 years documented experience in work of this Section. Company licensed to do business in all local jurisdictions as required.
- B. Windows: Energy Star qualified for project location and bear Energy Star label.
- C. Mockup:
1. Size: One full sized window unit.
 2. Locate where directed.
 3. Approved mockup may remain as part of the Work.
 4. Mockup required from selected contractor only.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver windows and trim to site in unopened, original, undamaged, containers with identification labels.
- B. Store windows on site as directed by Owner and in conditions recommended by manufacturer.

1.7 WARRANTY

- A. Provide manufacturers standard warranty that the units will be free from material and workmanship defects from the date of substantial completion for the time period indicated below:
- B. Warranty on insulated glass seals shall be 20 years minimum, non-prorated.
- C. Warranty on window frames and sashes against separation, chips, cracks, delamination, peel, fade, blister, pit or warp shall be 20 years minimum, non-prorated.
- D. Warranty on painted surfaces against blister, crack, or peel shall be 10 years minimum, non-prorated.
- E. Warranty on painted colors against fading shall be 10 years minimum, non-prorated.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: All bidders shall submit proposed manufacturer's brochures, spec sheets, performance data, window corners, and actual material color samples for Owner's approval on or before October 5, 2015.
- B. Products submitted as equivalent to products listed below shall be certified to meet or exceed all specifications stated herein. Any variances in product spec shall be notated clearly in bid submittal documents.
- C. Sunrise Windows, Restoration Series.
- D. Thermal Industries, PW5 Series.
- E. Weather Shield Windows, Visions 2500 Series.
- F. Window Mart Windows, 7000 Series.
- G. Please note that the above windows are acceptable provided that Product Warranty is in compliance with Section 1.7 above.
- H. Please note that the above windows are acceptable provided that an appropriate color can be provided to meet Owner's approval.
- I. Provide window, frame, and flashing corner and vinyl samples as described under Submittals for Review.
- J. Provide trim coil actual material samples as described under Submittals for Review.

2.2 MATERIALS

- A. Extruded uPVC: AAMA 303; hollow, multi-chambered sections of extruded polyvinyl chloride (PVC), with integral ultraviolet inhibitors. Frame and sash voids filled with open cell foam insulation. Frame material minimum R factor = 3.5
- B. Trim Cladding: Quality Edge High Performance Trim Coil. Titanium alloy, 0.019 gauge thickness, or approved equivalent. Trim cladding color to match window sash exactly.
- C. PVC Infill Panel:
 - 1. AZEK Building Products. Cut from ¾" thick X 4' sheets expanded rigid cellular PVC panel. Paint as recommended by manufacturer to exactly match window sash and trim.
- D. Perimeter Interior Sealant: Urethane acrylic-based product meeting or exceeding the performance of ASTM C-834-00, Type C, Grade 0 Degrees C.
- E. Perimeter Sealant at PVC Infill Panel: Urethane acrylic-based product meeting or exceeding the performance of ASTM C-834-00, Type C, Grade 0 Degrees C.
- F. Perimeter Exterior Cladding Sealant: Silicone-based product meeting or exceeding the performance of ASTM C-290, AAMA 802.3, 805.2, 808.3, TT-S-001543, and TT-S-230C.
- G. Minimally Expanding Insulating Foam Sealant: Polyurethane-based product, maximum tensile strength 15 PSI, 200dF upper temp range, conforming to ASTM E2112, AAMA 812-10, ASTM E84. OSA Pro Foam II or equivalent.

2.3 MANUFACTURED UNITS

- A. Minimum Frame Depth: 3 ¼"
- B. Sash Depth: 1.5" +/- ¼".

- C. Glass Panel: Minimum 3/4" dual-glazed insulated glass unit, Low-E coating, and high density argon gas. Glass Maximum U-factor of 0.28 or better, maximum SHGC of 0.28 or better.

2.4 ACCESSORIES

- A. Fasteners: Stainless steel, hot-dip galvanized steel, or fluoropolymer coated steel; type best suited to application.
- B. Weatherstripping: Nylon pile and/or PVC, permanently resilient, profiled for weather seal.

2.5 FABRICATION

- A. Fabricate to AAMA/WDMA/CSA 101/I.S.2/A440.
- B. Fabricate with minimum clearances and shim spaces around perimeter, yet enabling installation and dynamic movement.
- C. Fabricate framing, mullions and sash members with fusion welded corners and joints, in rigid jig. Supplement frame sections with internal reinforcement where required for rigidity.
- D. Custom break exterior interlocking perimeter trim and sill cladding with precision fit to existing wall surfaces. Cladding shall attach to window in accessory groove on main window frame. Install using self-flashing method creating a window pan system.
- E. Accurately fit and secure joints and intersections. Make joints flush, hairline, and weathertight.
- F. Fabricate in largest practical units.
- G. Conceal fasteners and attachments from view.
- H. Provide internal drainage weep holes and channels to route moisture to exterior.
- I. Form snap-in glass stops, closure molds, weather stops, and flashings of extruded PVC for tight fit into window frame section.
- J. Simulated center sash meeting rails applied to interior and exterior of glass surface.

PART 3 EXECUTION

3.0 REMOVAL

- A. Remove 2 outside window stops and window sash panels leaving the inside stop and trim in place. Window sash panels to be removed from the exterior without destruction, wrapped in plastic, and treated per *Lead Based Abatement* requirements. Do not remove existing wood main window frame attached to exterior walls.
- B. Alabama Safe State Certified Firm and Installer is required for this project.

3.1 INSTALLATION

- A. Install windows in accordance with ASTM E2112, manufacturer's instructions, and approved Shop Drawings.
- B. Repair or replace any rotten wood in window frames as required to securely install trim cladding.
- C. Set plumb, level, rigid, and free from warpage.

- D. Drill access holes in jambs, sill, and head and fill void with low expansion foam insulation.
- E. Anchor to existing wood window frame and secured at no less than 6 points with manufacturer supplied screws, minimum 2.5" long.
- F. Install interlocking factory finished break metal head, jamb, and sill covers. Flash and seal to the stone surfaces protecting the existing wood frame from water intrusion and air infiltration.
- G. Installation Tolerances:
 - 1. Maximum variation from plumb or level: 1/8 inch in 3 feet
 - 2. Maximum misalignment of members abutting end to end: 1/32 inch.
- H. Seal the trim cladding to the steel lintels, stone jambs, and concrete sills using the approved exterior sealant.
- I. Seal the window sash to the existing wood stops at perimeter using the approved exterior sealant.

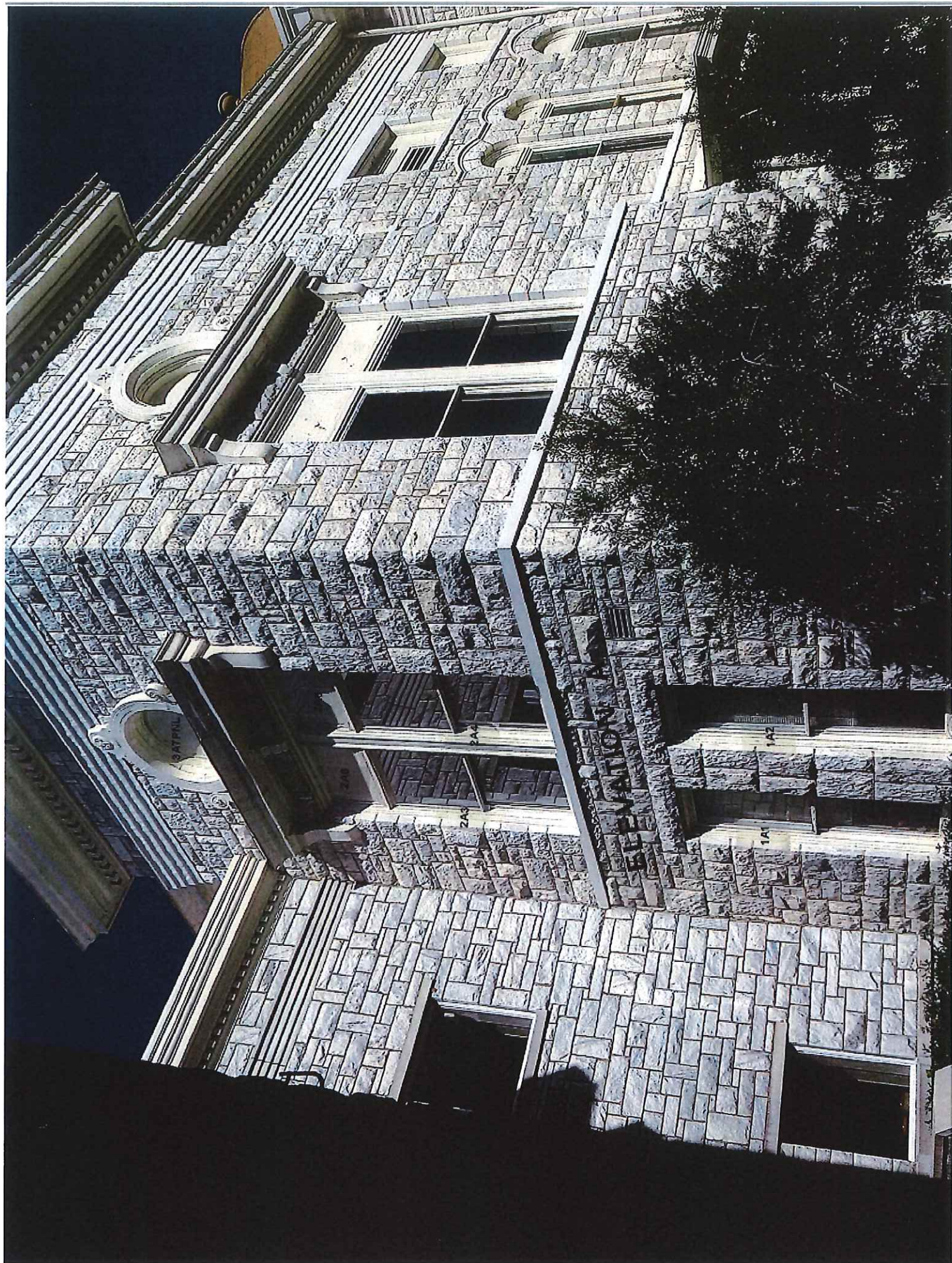
3.2 CLEANING

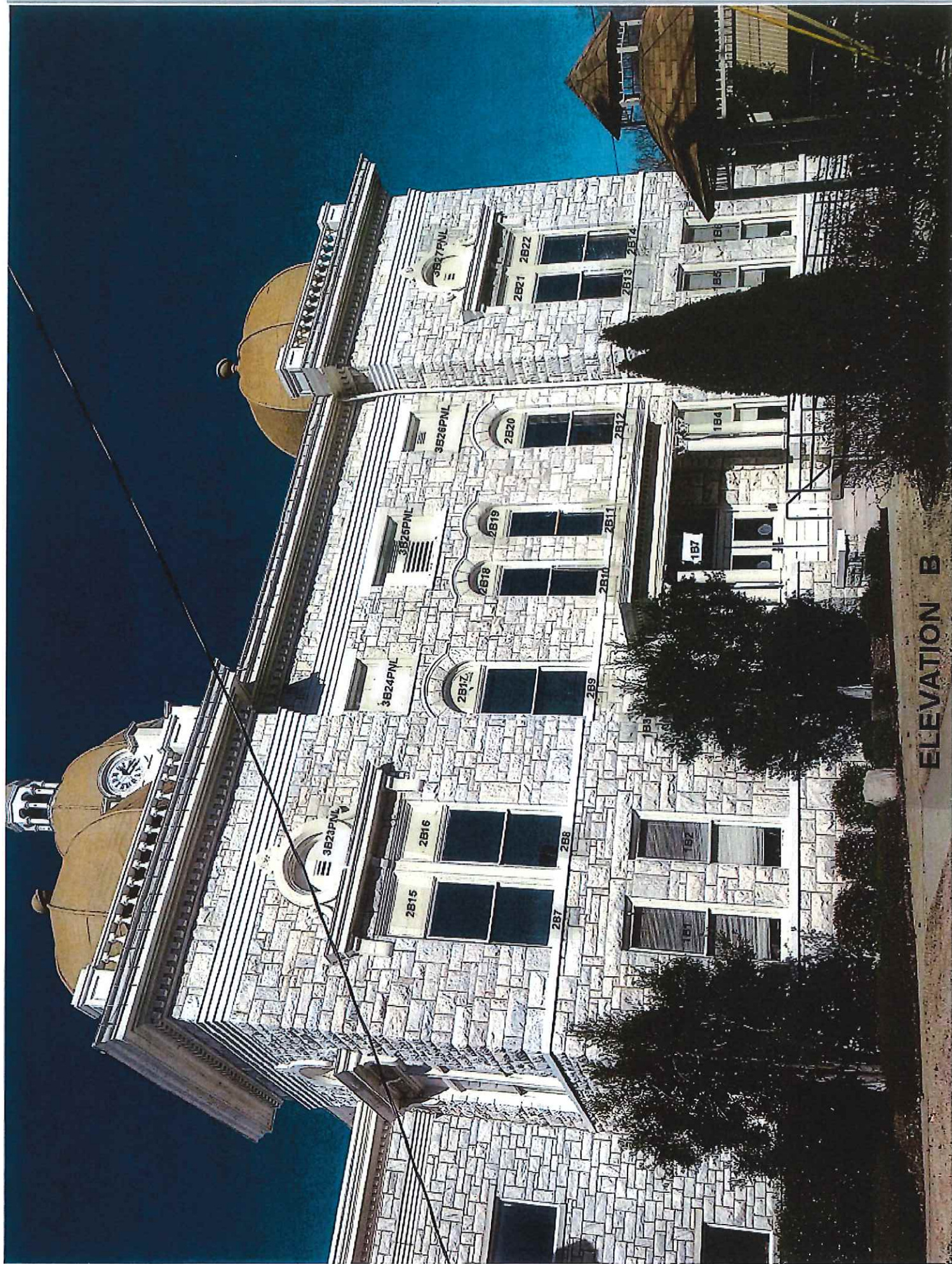
- A. Remove protective film and stickers from glass.
- B. Clean all surfaces with mild soap and water.

END OF SECTION

SHELBY COUNTY COURTHOUSE WINDOW SCHEDULE

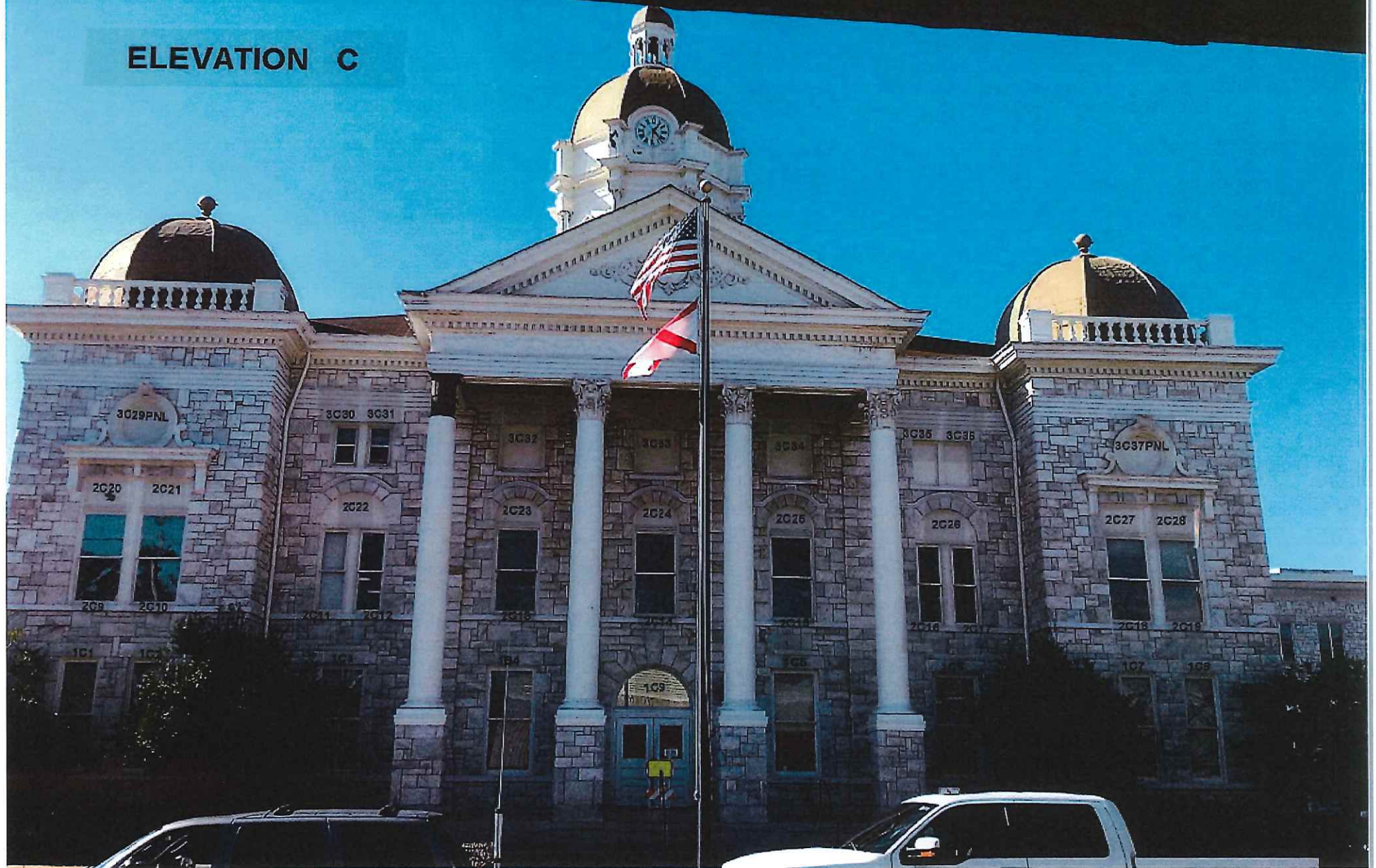
FLOOR	ELEVATION A		ELEVATION B								ELEVATION C												ELEVATION D								ELEVATION E	
3	3A7PNL		3B23PNL	3B24PNL	3B25PNL	3B26PNL	3B27PNL				3C29PNL	3C30	3C31	3C32	3C33	3C34	3C35	3C36	3C37PNL			3D19PNL	3D20	3D21	3D22	3D23	3D24PNL			3E5PNL		
2	2A5	2A6	2B15	2B16	2B17	2B18	2B19	2B20	2B21	2B22	2C20	2C21	2C22	2C23	2C24	2C25	2C26	2C27	2C28			2D13	2D14	2D15	2D16	2D17	2D18			2E3	2E4	
2	2A3	2A4	2B7	2B8	2B9	2B10	2B11	2B12	2B13	2B14	2C9	2C10	2C11	2C12	2C13	2C14	2C15	2C16	2C17	2C18	2C19	2D5	2D6	2D7	2D8	2D9	2D10	2D11	2D12	2E1	2E2	
1	1A1	1A2	1B1	1B2	1B3	1B4	1B5	1B6	1B7		1C1	1C2	1C3	1C4	1C5	1C6	1C7	1C8	1C9			1D1	1D2	1D3	1D4	1D5						



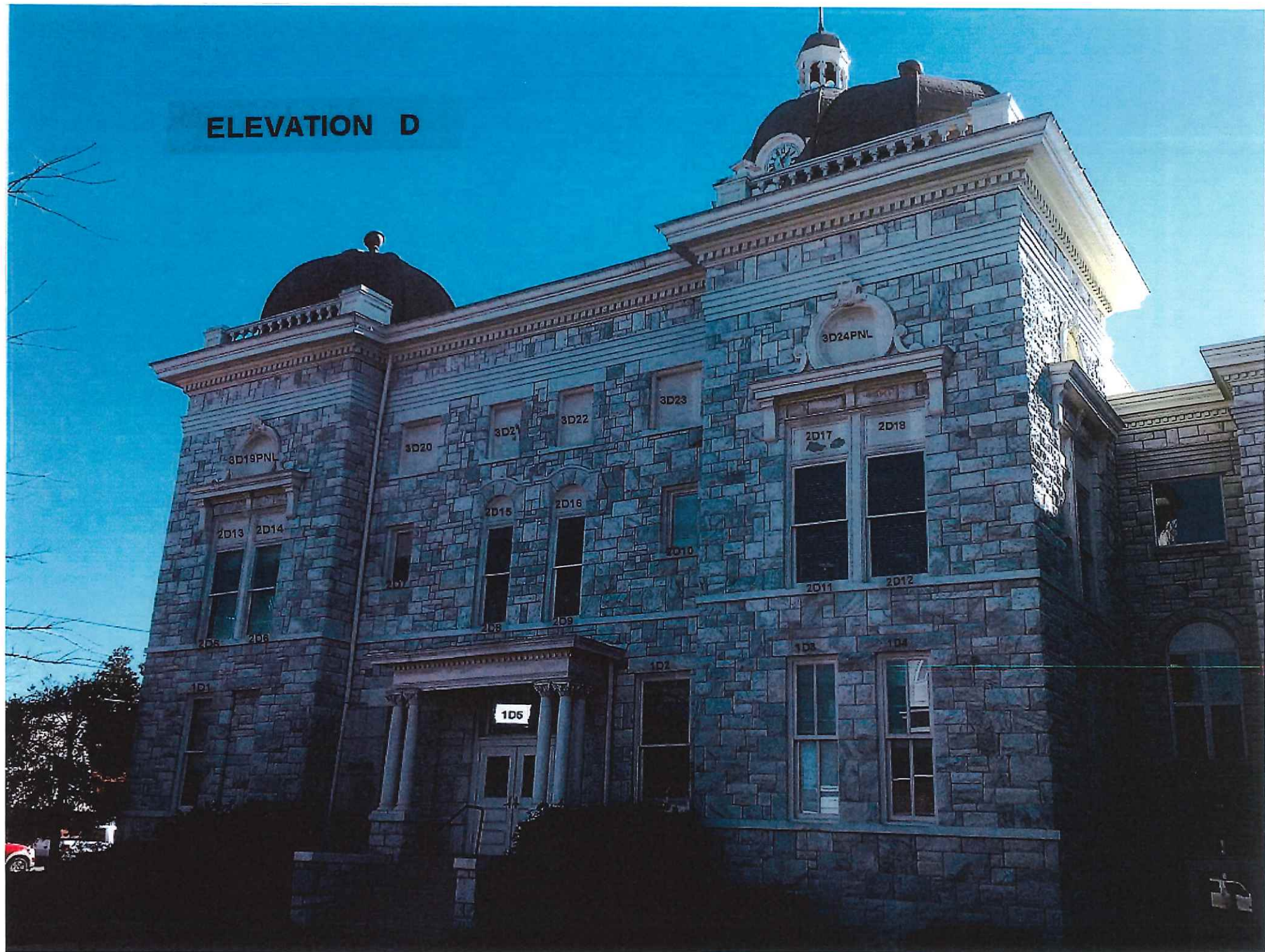


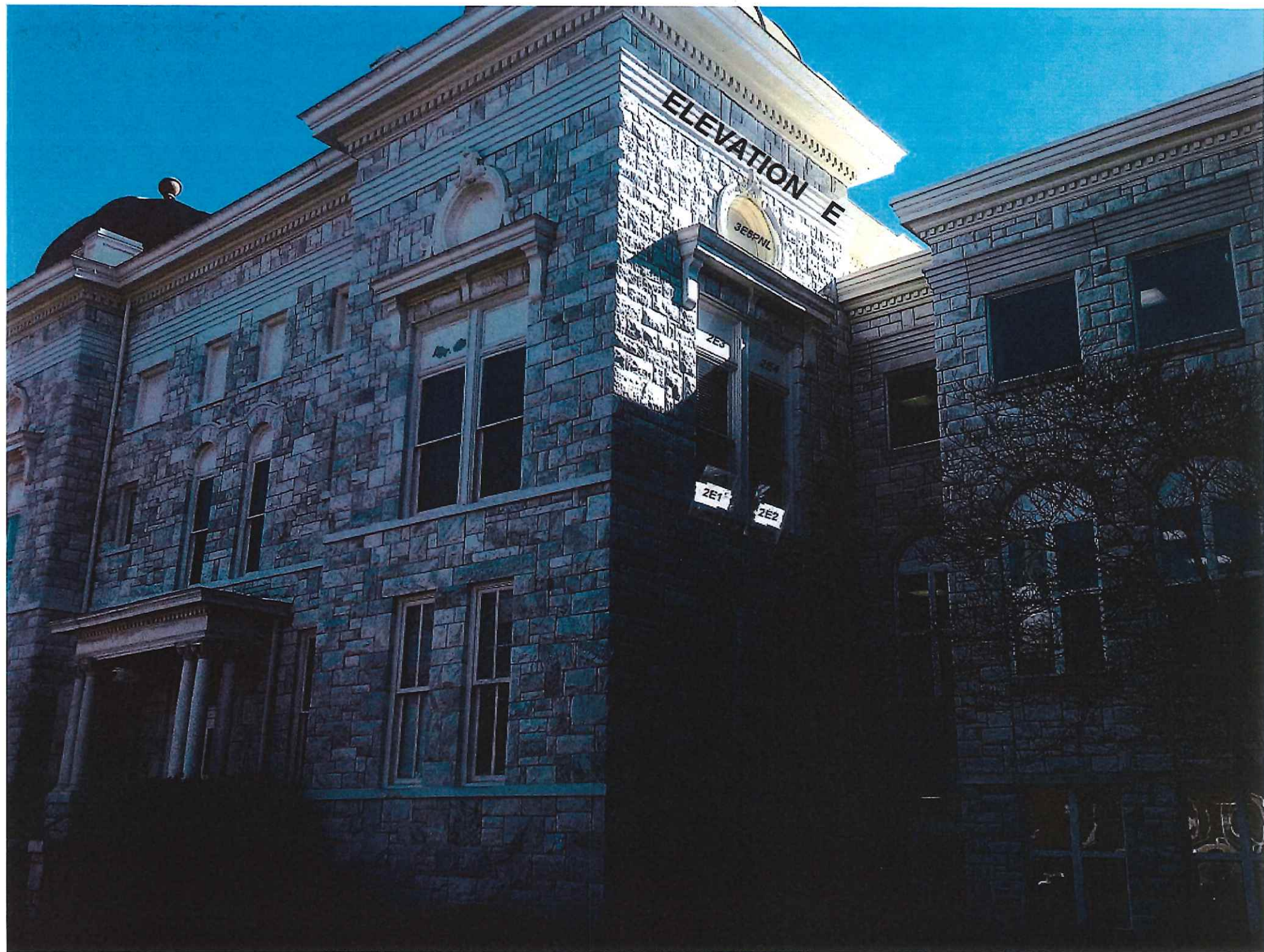
ELEVATION B

ELEVATION C



ELEVATION D





Statement of Work

- A. The intent of this project is to replace all of the windows on the 1st, 2nd and 3rd floors of the older 1906 section of the Columbiana Courthouse while, maintaining the same overall look of the windows and color. The new windows shall be vinyl or PVC, insulated, maintenance free, with non-operable sashes or fixed picture windows retaining the look of a double-hung window by the addition of a center mullion by using a manufacturer applied simulated center meeting rail.
- B. The windows are very old and contain several coats of Lead Based Paint. They shall be removed, transported and disposed of in an appropriate manner as required by Law. This installer is required to be an ALABAMA SAFE STATE CERTIFIED FIRM. Our hopes are that glass and or sashes can be salvaged for use elsewhere. A container can be placed in the parking lot for their temporary storage during removal. Lead Based painted sashes and misc. materials removed from the Courthouse may be disposed of at the Shelby County Landfill at no charge if a home for the removed windows is not found.
 - a. Deteriorated frames shall be replaced using a unit price per each designated in the bid proposal.
 - b. Two deteriorated window sills have been identified on the 3rd floor for replacement in this contract. (See front window elevation sheet 3of5, windows 3C35 and 3C36.)
- C. The Shelby County Courthouse is an occupied, working, public facility that conducts county business on a daily basis Monday through Friday. This building will not be shut down during the renovation. All work will have to be scheduled weekly and or daily to accommodate on-going county business functions. Example: The Judge's offices are typically corner offices that contain eight windows. Operations should be scheduled so that all eight windows are removed and replaced within two days to minimize disruption to their duties and schedules. This shall include the window, interior trim, caulking, painting and moving furniture/blinds. Some furniture will have to be moved to allow window installation. The tenant will move all personal and electronic items if furniture to be moved. Contractor shall move and replace furniture upon completion of work in each office and leave offices clean of any construction debris and ready for the occupant to resume work.
- D. **Window Replacement- 1st and 2nd Floor "Rectangular"**
 - a. Subcontractor to remove the 2 outside window stops and sashes leaving the inside stop/trim intact. Sashes will be removed from the outside, wrapped in plastic and treated per Lead Based Abatement requirements.
 - b. Install new insulated, vinyl, double pane, picture window sashes, attaching to the existing window frame. (center mull to mimic dbl. hung look or 2 fixed dbl. hung sashes)

- c. A factory finished break-metal flashing will be made onsite to fit each opening. The break-metal will interlock into the new window's track and then flash/caulk to the stone surfaces protecting the existing wood frame.
- d. The existing double-hung window jambs shall be insulated by drilling and filling the cavity with a low expansion foam insulation.
- e. The smaller rectangular fixed windows above the double-hung windows shall have the interior glass surface painted to match the selected window sash color.

E. Window Replacement-1st and 2nd Floor "Arched"

- a. The exterior break-metal trim cannot be fabricated to work effectively on an arch.
- b. The smaller new arched fixed windows above the 2nd floor double-hung windows shall have the interior glass surface painted the selected window sash color.
- c. The new arched window glass above the 1st floor main entrance doors will not be painted.

F. Window Replacement-3rd Floor "Attic"

- a. All of the 8 round wood infill window sashes and the 3 rectangular windows with make-up air louvers on the B Elevation will be removed and replaced with a PVC panel board (AZEK). The panels shall be painted to match the selected window sash color.
- b. The fresh air intake duct will be removed and replaced back into the new AZEK panels. The SC HVAC contractor (STC) shall assist with removing and reinstalling the ductwork.
- c. The remaining rectangular windows on elevations C and D are to be handled the same as detailed in section D. above.
- d. The rectangular windows shall have the interior glass surfaced painted to match the selected window sash color.

G. General Window Requirements

- a. All new windows, trim and panels shall be sealed to be weather tight inside and out per industry standards and the manufacturer's recommendations.
 - i. Interior sealants shall meet or exceed standard specifications for latex Sealants ASTM C-834-00, Type C, Grade 0 degrees C.
 - ii. Exterior sealants shall meet or exceed performance characteristics of ASTM C-920, AAMA 802.3, 805.2, 808.3 TT-S-001543, and TT-S-230C.
- b. Break metal flashing shall be Quality No-Mar Coil or an approved equal.
 - i. Color to match the selected window sash color.
 - ii. Each window is to be custom cut to create a self- flashing pan system. The jamb flashing shall be tri-folded to recreate a look similar to the existing brick mold. (see flashing pics)
- c. The exterior finish color of the vinyl windows shall match the selected window sash color.

d. Warranties:

1. Exterior painted surfaces
 - a. 10 yrs. for blister, crack and peeling.
 - b. 10 yrs. for fading.
2. Exterior non-painted surfaces
 - a. 20 years for blister, crack, and peeling.
3. Glass
 - a. 10 yrs. stress cracks caused from mfg. defects
 - b. 20 yrs. seal failure caused by mfg. defects

- e. Estimated window procurement is 10-12 weeks and installation shall be completed within 30 days.
- f. There is a 2 day maximum disturbance per office area on interior offices. A \$200 per day penalty will be assessed for each day of the 2 day maximum for the corner offices.
- g. Protect Landscaping turf, plants and irrigation by the use of plywood mats and tarps.

H. Window Specifications

Window Specification-Section 08 5300, Replacement Vinyl (uPVC) Windows (see attached Spec)



PUBLIC WORKS CONTRACT

SHELBY COUNTY and _____

THIS AGREEMENT, entered into as of this _____ day of _____, between the SHELBY COUNTY COMMISSION (herein called the COUNTY) and _____ (herein called the CONTRACTOR). Agreement concerns the _____ (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the COUNTY officials.

NOW, THEREFORE, the COUNTY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the COUNTY, in a proper manner as determined by the COUNTY. CONTRACTOR must supply to the COUNTY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Performance bond with penalty equal to 100% and Payment bond with penalty equal to 50% of contract price before commencing work; and
- B) Certificate of Insurance (with unconditional cancellation clause)
- C) Section 84 Business License

Section 2. Scope of Services

The CONTRACTOR shall provide construction and other professional and technical services to the COUNTY to include, but not necessarily be limited to, being responsible for _____ in compliance with county rules and regulations, industry standards and Attachment "A" hereby made part of this contract.

Section 3. Time of Performance

Services to be provided shall commence upon execution of this contract and will continue for a period of time not to exceed _____ calendar days from the receipt of notice to proceed unless extended upon written agreement by and between COUNTY and CONTRACTOR.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the COUNTY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT, which is the subject of this contract, should be directed as follows:

(1) COUNTY: Shelby County - Reed Prince
280 McDow Drive
Post Office Box 467
Columbiana, Alabama 35051
Telephone: 205/670-6460
Facsimile: 205/669-3920

(2) CONTRACTOR:

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of _____ as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and

approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of PROJECT by advertising in the Shelby County Reporter. The advertisement must run once per week for four (4) weeks. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the COUNTY, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

_____ The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

_____ The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination - General.* This Agreement may be terminated at any time for any reason by the CONTRACTOR or Shelby County. The party desiring to terminate this Agreement shall give written notice to the other party of its intent to terminate.

(b) *Termination of Contract for Cause/Breach of Contract.* If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(c) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this contract at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the COUNTY, become

its property.

If the Contract is terminated by the COUNTY as provided herein, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said project.

(d) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, to be administered in accordance with the contract documents, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document.

(e) *Assignability.* The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Agreement shall be binding upon and inure to the benefit of any successor to Shelby County and such successor shall be deemed substituted for Shelby County under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of Shelby County for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors and administrators.

(f) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(h) *Waiver of Trial by Jury.* The parties to this Agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Agreement and the relationship which arises here from. The parties acknowledge and agree that this waiver is knowingly, freely and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(i) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the City of Columbiana and the COUNTY(s).

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality of localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY the CONTRACTOR shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of Shelby County, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing Shelby County with services as a contractor and or independent contractor. Amounts paid to the CONTRACTOR by Shelby County as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that Shelby County is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of Shelby County for any purpose and the CONTRACTOR will not be eligible to participate in any benefits Shelby County provides for its own employees. It is further understood and agreed that Shelby County does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 10. Indemnification and Liability

The COUNTY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the performance of all work herein provided for. Contractor shall further indemnify COUNTY and hold COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by COUNTY in defending any claim or lawsuit made against COUNTY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of Contractor related thereto.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this agreement to be executed

by their duly authorized officers on the day and year first above written.

SHELBY COUNTY COMMISSION

By: Alex Dudchok, County Manager

Date

ATTEST:

Date

Date

By: (Print Name):

ATTEST:

Date



ATTACHMENT "A"
Insert Name of Project
Insert Location of Project

- 1) Prior to start of the Work, provide insurance certificate indicating insurance coverage acceptable to Shelby County. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 2) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 3) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not

limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 4) Work must be coordinated with County.
- 5) Construction documents include Project Manual dated _____, Drawings dated _____, Addendum No. 1 dated _____, etc. are included as part of this Contract.
- 6) Contractor must maintain work space clean and free of debris.
- 7) Debarment, Suspension and Other Responsibility Matters Form.

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this covered transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and
- D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date _____, 20____.

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

PUBLIC WORKS CONTRACT
SHELBY COUNTY

CHANGE ORDER

DATE: _____

CHANGE ORDER NO: _____

PROJECT: _____

CONTRACTOR: _____

CONTRACT DATE: _____
COST CODE NO: _____
CONTRACT NO. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT:

IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS YOU ARE INSTRUCTED TO FURNISH:

AMOUNT OF ORIGINAL CONTRACT	\$	_____
AMOUNT OF PREVIOUS CHANGES	\$	_____ \$0.00
AMOUNT OF THIS CHANGE	\$	_____
TOTAL AMOUNT OF ADJUSTED CONTRACT	\$	_____ \$0.00

NOTE: IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE IS COMPENSATION IN FULL FOR CHANGES AS INDICATED. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL RIGHTS FOR ANY ADDITIONAL COMPENSATION ARE WAIVED CONCERNING THE CHANGES CONTAINED HEREIN.

Shelby County Commission

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: County Manager
DATE: _____

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____ (Contractor), has completed the Contract for (Construction / Renovation / Alternation / Equipment / Improvement) of _____
(insert project name)

at

(insert location data in County or City)

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

(Architect)

(Contractor)

(Business Address)

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



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

ST: EXC-01
1/14

Application For
Sales and Use Tax Certificate of Exemption
FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)		NAICS CODE
<input type="checkbox"/> Exempt Entity	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Sub-Contractor
APPLICANT'S LEGAL NAME		FEIN
DBA		CONSUMER'S USE TAX ACCOUNT NUMBER
MAILING ADDRESS		
CONTACT PERSON		BUSINESS TELEPHONE NUMBER ()
ESTIMATED START DATE	ESTIMATED COMPLETION DATE	
REASON EXEMPTION IS CLAIMED		
JOB DESCRIPTION		
WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE?		ESTIMATED POLLUTION CONTROL COST
<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
TOTAL BID AMOUNT	LABOR COST	MATERIAL COST
\$	\$	\$

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

Exterior Painting-Sheriff's Operation Center and Jail

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC

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

OWNERSHIP INFORMATION:

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

Exempt entity must provide a copy of the contract accepted by the General Contractor. The General Contractor must provide a copy of the contract and a list of sub-contractors to the Department of Revenue, Sales and Use Tax Division. Any updates, additions and/or deletions, must also be submitted to the Department within 30 days of occurrence.

REVENUE DEPARTMENT USE ONLY

Examiner's Remarks

Examiner _____ Date _____

Supervisor's Recommendation

Supervisor _____ Date _____



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

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

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

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

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

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

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

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

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

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

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

WHAT'S NEW?

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