

# Project Manual

## AMERICAN VILLAGE MAINTENANCE EQUIPMENT BUILDING Construction Project

February 15, 2012

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Maintenance Equipment Building

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February 8, 2012

STATE OF ALABAMA  
COUNTY OF SHELBY

**INVITATION TO BID**

Sealed Bids for the American Village Maintenance Equipment Building will be received by the American Village in the Carriage House at 3727 Highway 119, Montevallo, AL 35115 (mailing address: P. O. Box 6 Montevallo, AL 35115) until 2:00 p.m. local time on April 3, 2012, at which time Bids will be opened and publicly read. The American Village 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. Direct all design questions to Jim Phillips at 205/670-6463.

**General Information**

A mandatory pre-bid conference will be held at the American Village in the Carriage House, 3727 Highway 119, Montevallo, AL 35115 on March 28, 2012, at 10:00a.m.

The work includes concrete, carpentry, lighting, and other work indicated in the specifications and on the drawings.

The Contractor shall provide all necessary labor, materials, tools, and equipment required to complete the work. Construction engineering and stake out are the responsibility of the Contractor.

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 Construction Plans and Specifications, a copy of which is available for examination Monday through Friday from 8:00 a.m. to 4:00 p.m. in the office of Facilities & General Services (contact: Jim Phillips at 205/670-6461) located at the Shelby County Commission, Facilities / Maintenance Department (Contact: Michele Glenn at 205/670-6461), located at 280 McDow Drive, Columbiana, AL 35051. Additional bid packages may be obtained in accordance with the Instructions to Bidders.

A certified check or bid bond for the lesser of five percent (5%) of bid or \$10,000 made payable to the American Village must accompany each bid as evidence of good faith. The bidder's proposal must be submitted 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- American Village Maintenance Equipment Building,**" "**Attn: Pete Walker**" with opening date and time. Late bids will not be opened. 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.

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, the re shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

**Insurance and Licensing Requirements**

This contract shall not be executed by the American Village 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 coverage and naming the American Village and Shelby County, their officers, agents, and employees, successors, or assigns as additional insureds and an unconditional Notice of Cancellation clause.

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

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Tom Walker

END OF SECTION 00020

**1.01 SECURITY DOCUMENTS**

Bidders may obtain Construction Documents from the Project Manager's Office located in the Facilities & General Services Department at 280 McDow Drive in Columbiana, AL 35051 (telephone 205/670-6461).

**1.02 BID FORM**

- A. In order to receive consideration, make all bids in strict accordance with the following:
1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
  2. Do not change the wording of the Bid Form, and do not alter the Bid Form. Bids shall be submitted in triplicate.
  3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
  4. Telegraphic bid or telegraphic 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. Bids shall be submitted in triplicate.
  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 American Village 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.
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 Contract Sum.

**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 March 28, 2012, at 10 :00 a.m. in the American Village Carriage House, Montevallo, 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 contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon.**
    - 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 opening bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
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 proposes 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 Superintendent and 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.

**1.06 EXECUTION OF AGREEMENT**

**A. Public Works Contract. (Copy 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. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.
- D. 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 Bid Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- F. 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.

**1.07 CONTRACT TIMES**

- A. Contractor agrees that the work will be substantially complete within one hundred twenty (120) days from Notice to Proceed.
- B. Owner and Contractor recognize that time is of the essence of this Agreement. The Contractor shall fully cooperate with and support the project schedule. The Contractor shall not unreasonably hinder the progress of other trades.

**1.08 LIQUIDATED DAMAGES**

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$100.00 per day shall be applied as damages and not as a penalty.

**1.09 COORDINATION**

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

**END OF SECTION 00100**

**American Village Maintenance Equipment Building  
Montevallo, Shelby County, Alabama**

**BID REQUIREMENTS**

**INSURANCE REQUIREMENTS:**

The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days unconditional 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 American Village, 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 labor ..... as 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 American Village, 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

**BID REQUIREMENTS**

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Section 00200 Page 2 of 2

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

**END OF BID REQUIREMENTS**

Bids shall be submitted in triplicate.

**DATE:** April 3, 2012  
2:00 p.m. Local Time

**TO:** Mr. Pete Walker  
American Village

\_\_\_\_\_  
Bidding Contractor

Montevallo, AL 35051

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

**American Village Maintenance Equipment Building  
Montevallo, 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 proposed 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.
  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.)

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**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.



Bids shall be submitted in triplicate.

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**:

**BASE BID:**

\$ \_\_\_\_\_

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



## *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 and Payment bonds with penalty equal to 100% 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 the \_\_\_\_\_ 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

For services rendered under this agreement the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this agreement. Such payment shall be due monthly and upon program completion upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid under this section for services called for in Section 2 shall be \_\_\_\_\_. COUNTY shall not be obligated to pay any amount in excess of ninety percent (90%) of the amount set forth in this paragraph until all work has been completed. CONTRACTOR upon completion shall give notice of completion of project by advertising in the Shelby County Reporter. The advertisement must run four consecutive weeks. CONTRACTOR shall provide to COUNTY the affidavit from the newspaper publisher and a copy of the notice published. Upon presentation of these documents and county acceptance final settlement will be made.

#### 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.

SAMPLE



## AGENCY AGREEMENT

AGREEMENT between \_\_\_\_\_ (hereinafter called the "Contractor") and Shelby County Commission (hereinafter called the "Owner") entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

### RECITALS

1. Contractor and Owner entered into a Construction Contract (hereinafter called the "Contract") dated \_\_\_\_\_ for performance of the work described therein. A copy of said Contract is attached hereto as Exhibit A.
2. Pursuant to Specification Section 01520, SALES TAX EXEMPTION PROCEDURES, of the Contract, Contractor and Owner desire to enter into an agreement whereby certain purchases under the Contract can be made through Owner as a means of taking advantage of Owner's status of being exempt from sales and use taxes.

### AGREEMENT

1. Owner does hereby appoint Contractor as agent for Owner to purchase for, and in the name of the Owner, all materials, supplies, equipment, and other items which will become a permanent part of construction of \_\_\_\_\_ in \_\_\_\_\_, Alabama. The purchase of any materials, supplies, equipment, or other items which are required for the performance of the Contract but will not become part of the project are expressly made outside the authority granted hereunder.
2. Owner will be liable for the payment of all purchases made hereunder.
3. Specification Section 01520, SALES TAX EXEMPTION PROCEDURES of the Contract is incorporated by reference and made a part of this Agency Agreement establishing general provisions, procedures, and forms that are applicable to the Contractor's performance hereunder.
4. As the Owner's agent the Contractor will purchase materials, supplies, equipment, and other items utilizing the specified purchase order forms. For items so purchased, vendors will render statements and invoices to the Contractor as the Owner's agent. The contractor will review and approve the invoices, as appropriate, and forward the invoices to Owner for payment. By approving and forwarding such invoices to the Owner for payment, the Contractor certifies the validity and accuracy of the invoices and that the items covered by the invoices are of the quality and quantity specified in the Contract.

5. The Contract provides that the Contractor will perform the work under the Contract for the Contract sum of \$\_\_\_\_\_, which includes the costs of all materials, supplies, equipment, and other items to be purchased hereunder, plus sales and use taxes thereon. Payments by Owner to vendors pursuant to this Agency Agreement shall also constitute payments against the Contract sum. However, said amount due Contractor under the Contract shall be reduced by the sum of any savings of sales and use tax. In the event that Contractor pays for materials, supplies, equipment, or other items that should have been purchased and/or paid for by the Owner under this Agency Agreement, the Owner may, at its discretion, also reduce the said amount due as Contract sum by the amount of sales tax that was due and or paid.
6. Contractor shall maintain separate accounting records of all transactions carried out under this Agency Agreement. Such records shall be open to Owner during normal business hours of Contractor for a period of two (2) years after completion of the project.
7. The authority granted to Contractor hereunder may be revoked by Owner at any time upon written notice delivered to Contractor at his offices located at \_\_\_\_\_ during normal business hours.
8. Any costs of administration to be incurred by Contractor in conjunction with this Agency Agreement are included in the Contract sum cited in Article 5 above.

CONTRACTOR

OWNER

\_\_\_\_\_  
Name of Firm

Shelby County Commission  
Name of Owner

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

Alex Dudchuck, County Manager  
Name and Title

Attest to: \_\_\_\_\_

Attest to: \_\_\_\_\_



*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: \_\_\_\_\_

**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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**1.0 GENERAL - MATERIALS PURCHASED DIRECTLY BY THE OWNER OR BY THE OWNER THROUGH THE CONTRACTOR**

The Owner is a public corporation of the State of Alabama, and its purchases of materials are exempt from Alabama, County, and Municipal Sales and Use Tax. As such, it is authorized to and desires to enter into an Agency Agreement with the Contractor whereby the Owner will purchase all, or a portion of, the materials, supplies, equipment, and other items (hereinafter referred to as "materials or Owner purchased materials") necessary for the performance of this Contract by the Contractor and its subcontractors. **The Contractor shall include the price of all construction materials plus all applicable taxes in his Bid.** The Contractor receiving the award of the Bid agrees to cooperate in assisting the Owner in establishing the agency relationship between the Contractor and Owner for the purposes of this Section. An Agency Agreement will be executed by the two parties immediately after the Contract Bonds and Contract have been properly executed and approved. The form of Agency Agreement to be utilized is included in these specifications.

**2.0 MATERIALS PURCHASED THROUGH THE CONTRACTOR AS AGENT FOR THE OWNER**

The Owner, being exempt from sales tax reserves the right to make material purchases through the Contractor. The responsibilities of both the Owner and Contractor relating to Owner Purchased Materials shall be governed by the terms and conditions of the following procedures:

1. **ADMINISTRATION:** Purchases and the resulting sales and use tax savings effected pursuant to this Section will be administered by the Contractor in accordance with the procedures set forth herein and utilizing the Purchase Order and other forms bound herein. The Owner shall have the sole authority to modify or require additional forms as deemed necessary by the Owner. Under the Agency Agreement, which is also bound herein, the Contractor will be appointed as agent of the Owner to purchase, for and in the name of the Owner, those materials that are necessary for the performance of the Work by the Contractor and its subcontractors. The Owner will render payment directly to vendors and materials suppliers.
2. **CONTRACTOR' ADMINISTRATIVE COSTS:** Any and all costs incurred by the Contractor's administration of purchases pursuant to the provisions of this Section shall be considered to be included in the Contract Amount. No additional costs shall be added to the Contract amount because of the service provided by the Contractor in the purchase of materials for this project in the name of the Owner.
3. **EFFECT OF PAYMENTS:** The Owner's payments directly to vendors and suppliers pursuant to this Section shall also constitute payments against this Contract. In preparing monthly requests for payment, the Contractor will determine the value of stored materials in accordance with the Contract Documents. The calculation of the amount to be retained from the contractor's monthly payments will be the percentage of retainage

**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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specified in the Contract applied against the sum of the value of completed work plus the value of stored materials.

4. SUBCONTRACTORS AND SUPPLIERS: The Contractor shall include provisions in all subcontracts and purchase orders requiring subcontractors and suppliers and their sub-subcontractors and sub-suppliers to also effect the sales and use tax savings procedures set forth herein.
5. FAILURE TO ADMINISTER: In the event that Contractor, or any of its subcontractors or suppliers at any tier, pays for materials that should have been purchased and/or paid for by the Owner under this Section, the Owner may, at its discretion, reduce the amount to be paid to the Contractor. A decision by the Contractor to waive these procedures in order to expedite delivery of materials in emergency or critical situations will not be deemed a failure to administer.
6. "MATERIAL" suppliers shall be selected either by the Contractor or as dictated by the Bid Documents. Notice of Intent: The Contractor, its subcontractors, sub-subcontractors, and all material suppliers are hereby made aware of the Owner's intent to reduce the Contract amount through the purchase of materials in the manner herein described and the Contractor shall not arbitrarily withhold his consent to the arrangement.
7. Immediately upon Notice of Award of the contract, the Contractor shall submit a list of the equipment or materials to be purchased under the contract along with estimates values for each item. This list must be submitted before approval of contractor's initial pay application. The list shall name the suppliers and manufacturers. The Owner may require additional materials to be added to the list following Bid opening. The Contractor shall submit a summary document listing the materials and/or equipment to be supplied, estimated quantities, unit prices, and applicable taxes for the Owner's review. Copies of supplier quotations for all materials and/or equipment shall also be provided.
8. PURCHASE ORDERS: All purchases of materials must be made utilizing the Purchase Order form to be provided by the Owner.
9. PROCESSING OF INVOICES: The Owner will render payments to Vendors upon receipt of invoices approved by the Contractor and transmitted to the Owner or Engineer (as directed) on a monthly basis as prescribed herein.
  - a. Invoices from each vendor must be tabulated on and attached to a MATERIAL INVOICE TRANSMITTAL, a copy of which is included in these specifications. The original invoice is required. The original invoices are to be attached to the

**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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original MATERIAL INVOICE TRANSMITTAL. By signing the certification at the bottom of the MATERIAL INVOICE TRANSMITTAL the Contractor approves the invoices for payment, certifies that the materials or equipment covered by the invoices are to be incorporated into this project, and certifies that the invoices are true, correct, and unpaid.

- b. The MATERIAL INVOICE SUMMARY shall be used for summarizing and forwarding the MATERIAL INVOICE TRANSMITTALS with invoices to the Owner or Engineer (as directed). Contractor shall include reference to any terms and conditions that have been negotiated with the vendor/supplier; i.e. payment terms, warranties, retainage, etc. Material/Invoice Summaries are to be submitted no less than 20 days prior to the date required for receipt of payment by the Vendor, in order to provide sufficient time for Owner review and approval. The total amounts from each TRANSMITTAL and the resulting sales and use tax savings are to be tabulated on the SUMMARY. Each new SUMMARY is to be submitted to the Owner with the contractor's periodic pay requests.
10. OTHER SUBMITTALS: All shop drawings and submittals shall be made by the Contractor in accordance with the Contract Documents.
11. RESPONSIBILITY FOR MATERIALS: Notwithstanding this special purchase arrangement, the Contractor shall be responsible for all materials purchased hereunder, the same as would have been the case if these tax savings procedures were not implemented. Contractor shall be fully responsible for all matters relating to the ordering, delivery, and receipt of Owner Purchased Materials including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, scheduling deliveries, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the "MATERIALS" at the time of delivery, and loss or damage to "MATERIALS". The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling, and storage of "MATERIALS" for the duration of the Project. The Contractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from nonpayment of goods to vendors arising from the actions or directions of the Contractor.
12. As Owner Purchased Materials are delivered to the job site, the Contractor shall inspect all shipments for the vendors, and approve the vendor's invoice for "MATERIALS" delivered. The Contractor shall assure that each delivery is accompanied by

**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor confirming the Purchase Order, together with such additional information as the Owner or Engineer may require. The Contractor shall verify, in writing, the accuracy of the delivery ticket. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Purchase documents.

13. The Contractor shall insure that Owner Purchased Materials conform to the Specifications and determine prior to incorporation into the Work if such "MATERIALS" are defective, and whether such "MATERIALS" are identical to the "MATERIALS" ordered and match the description on the bill of lading. If the Contractor discovers defects or non conformities in the "MATERIALS" upon such visual inspection, the Contractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non conforming condition in order to pursue repair or replacement of those "MATERIALS" without any undue delay or interruption to the Project. Additionally, the Contractor shall notify the Owner through the Engineer of such occurrence. If the Contractor fails to perform such inspection, and otherwise incorporates the "MATERIALS", the condition of which he either knew about or should have known about by performance of an inspection, Contractor shall promptly take action to remedy the defect or non conformity so as not to delay the Work.
14. **WARRANTIES:** The purchase of materials pursuant to this Section shall not relieve the Contractor of its obligation to provide warranties specified elsewhere in these project specifications in full force and effect, the same as if these procedures were not implemented. If the purchase of an item in accordance with these procedures will invalidate the warranty offered and/or required for that item, the Contractor shall notify the Architect and Owner of the condition prior to purchasing the item so that the Owner may evaluate its option to waive these procedures for that purchase. If materials purchased pursuant to this Section fail to meet the requirements of the plans and specifications, the Contractor, as agent of the Owner or its assigns, will be responsible to enforce and pursue, at Contractor's cost and expense, including attorneys fees, all warranty actions against vendors or others responsible for the furnishing of such defective or non-complying materials to Owner.
15. The Contractor shall maintain records of all Owner Purchased Materials it incorporates into the Work from the stock of Owner Purchased Materials in its possession. The Contractor shall account monthly to the Owner, through the Engineer, for any Owner Purchased Materials delivered into the Contractor's possession, including portions of all such "MATERIALS" which have been incorporated into the Work.



**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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16. The Contractor shall include the price of all construction materials plus all applicable taxes in his bid. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Contractor's possession, the Owner shall retain title to any and all Owner Purchased Materials.
17. The transfer of the possession of Owner Purchased Materials from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store, and protect all Owner Purchased Materials.
18. The Contractor shall maintain sufficient insurance for the duration of the Project to protect against any loss or damage to Owner Purchased Materials. Such insurance shall cover the full value of any Owner Purchased Materials.
19. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or any other problems with the Project, or for any extra cost resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
20. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
21. Partial pay requests may be generated by the Contractor each month per the Contract. Each pay request shall include an additional line below the total amount due for the pay period that indicates the dollar amount of the non-discounted "MATERIALS" installed for that pay period including all taxes. The amount payable to the Contractor on a monthly basis shall be reduced by this amount. No sales taxes shall be deducted for materials purchased directly by the Owner for which Bid allowances were established in the Bid Documents, since the Contractor should not have included them in his bid.
22. The Contractor shall be responsible for storing and thrifty use of the Owner Purchased Materials. No payment will be made by the Owner for any wasted, surplus, damaged, or un-accounted for "MATERIALS". At the end of the Project, all wasted, surplus, damaged, or un-accounted for "MATERIALS" shall become the Contractor's burden. The Final Pay Request shall be generated in the same manner as the monthly pay requests and shall include a line for the Owner to reduce the final payment to account for materials ordered but not installed. The final amount due the Contractor will be reduced by the total of all Owner Purchased Materials less the value of the "MATERIALS" actually installed

**SPECIAL PROVISIONS – SALES TAX EXEMPTION PROCEDURES**

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including sales taxes. Following execution of the Final Pay Request by the Owner, all wasted, surplus, damaged, or unaccounted for "MATERIALS" shall become the sole property of the Contractor, and the Contractor shall assume all tax liabilities associated with these materials. The Owner shall have the option to retain any unused "MATERIALS" by not reducing the Final Pay Request by the amount of the desired "MATERIALS" including sales taxes. The Contractor shall remove all unwanted "MATERIALS" from the Project Site at his cost and if returned to the supplier, retain all credits given for the returned "MATERIALS".

# GENERAL CONTRACTOR'S ROOFING GUARANTEE

Project Name & Address:

Project Owner(s) & Address:

General Contractor's Name, Address &  
Telephone Number

## EFFECTIVE DATES OF GUARANTEE

Date of Acceptance:

Date of Expiration:

1. The General Contractor does hereby certify that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications and in accordance with approved roofing manufacturers recommendations.
2. The General Contractor does hereby guarantee the roofing and associated work including but not limited to all flashing and counter flashing both composition and metal, roof decking and/or sheathing; all materials used as a roof substrate or insulation over which roof is applied, promenade decks or any other work on the surface of the roof; metal work; gravel stops and roof expansion joints to be absolutely watertight and free from all leaks, due to faulty or defective materials and workmanship for a period of five (5) years, starting on the date of substantial completion of the project. This guarantee does not include liability for damage to interior contents of building due to roof leaks, nor does it extend to any deficiency which was caused by the failure of work which the General Contractor did not damage or did not accomplish and was not charged to accomplish.
3. Subject to the terms and conditions listed below, the General Contractor also guarantees that during the Guarantee Period he will, at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, in accordance with the roofing manufacturers standards as are necessary to correct faulty and defective work and/or materials which may develop in the work including, but not limited to: blisters, delamination, exposed felts, ridges, wrinkles, splits, warped insulation and/or loose flashings, etc. in a manner pursuant to the total anticipated life of the roofing system and the best standards applicable to the particular roof type in value and in accordance with construction documents as are necessary to maintain said work in satisfactory condition, and further, to respond on or within three (3) calendar days upon proper notification of leaks or defects by the Owner or Architect.

- A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: 1) lightning, windstorm, hailstorm and other unusual phenomena of the elements; and 2) fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- B. During the Guarantee Period, if the Owner allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with the said work, shall have notified the Owner in writing showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.
- C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, this guarantee covers the work involved at the point of connection with the existing roof.
- D. During the Guarantee period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.
- E. The Owner shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
General Contractor's Authorized Signature

\_\_\_\_\_  
Typed Name and Title

## 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.

1. Coordinate and schedule work with Owner.
2. The Contractor shall provide the name and telephone number of a person to act as the Contractor's representative, available 24 hours per day, should problems pertaining to the construction work arise, which would require the Contractor's immediate attention.
3. Contractor will protect existing construction and repair areas damaged as a result of work performed under this contract.
4. Confine operations to designated areas.
5. Do not unreasonably encumber the site with materials or equipment
6. The Contractor's staging area shall be determined by the Owner.
7. The Contractor shall keep the project area free from loose or blowable debris at all times. Open pavement areas abutting the project area shall be kept clean. No direct payment shall be made for daily project cleanup. This work shall be considered subsidiary to other items in the contract.
8. Waste materials resulting from this project shall be disposed of off American Village property at the expense of the Contractor.
9. Contractor assumes full responsibility for protection and safe keeping of products stored on premises.
10. The Contractor shall assume all liability, financial or otherwise, in connection with his/her materials and shall protect and save harmless the Owner from any and all damages or claims that may arise because of weather damage or vandalism.
11. Drawing #1/1 dated February 15, 2012 is included in this contract.

**END OF SECTION 01000**

**Part 1 – General**

**1.01 SECTION INCLUDES**

- A. Summary of the Work
- B. General Requirements

**1.02 SUMMARY OF THE WORK**

Work includes providing all necessary labor, materials, equipment, and accessories for construction of the American Village Maintenance Equipment Building. The project consists of site grading, forming, pouring and finishing concrete, building construction and installation of subsurface drainage and oil/water separator system in accordance with drawings and specifications.

Contractor shall build to elevations that will allow necessary slopes and grade for the project. Contractor will provide the field layout and engineering to accomplish necessary slope and grade. Coordinate with owner representative before pouring concrete or placing pipe.

**1.03 GENERAL REQUIREMENTS**

- A. *Bonds:* 100% Performance and 50% Labor and Material Bond. A 100% Performance Bond and 50% Payment Bond in favor of the Owner and approved by the Owner equal to the full amount of the contract price, including all trades will be required of the successful bidder. The Surety Co. must be authorized to do business in the State of Alabama and be satisfactory to the Owner.

- B. *Specifications:* All materials shall be installed in accordance with approved manufacturers application instructions. Other approved manufacturers application instructions are acceptable.
  
- C. *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.
  
- D. *Protection of public and private property:* Take special care in working areas to protect public and private property. 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.

**Part 2 – Products**

Not Used.

**Part 3–Execution**

Not Used.

**END OF SECTION**



**Warranty**

- Contractor guarantees that all materials/equipment are new and further warrants that any failure due to workmanship or material/equipment defect occurring within 12 months from date of final acceptance of the project by owner shall be replaced or repaired at the contractor's expense.
- This is in addition to other warranties expressed or implied.

## **PART 1 - GENERAL**

### **1.1 DEFINITIONS**

- A. **Schedule of Values:** A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### **1.2 SCHEDULE OF VALUES**

- A. **Coordination:** Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. **Format and Content:**
  - 1. **Identification:** Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit draft of AIA Document G703 Continuation Sheets.
  - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.

- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### **1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Owner by the last day of the month. The period covered by each Application for Payment is one month, ending on the 25<sup>th</sup> day of the month.

- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.

13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
  16. Initial settlement survey and damage report if required.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final, liquidated damages settlement statement.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01290**

## **PART 1 - GENERAL**

### **1.1 RELATED DOCUMENTS**

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

### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.

### **1.3 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Warranty to cover 12 month period from final acceptance will be provided by contractor.
  - 5. Oil separator manufacturer shall provide 12 month warranty from final acceptance of project.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

## **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project areas disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.
    - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to unusual operating conditions.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - r. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 01770**