

MANUAL OF PROCEDURES
ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)
(Effective Date: August 1, 2021)

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SECTION 01
SCOPE, FEES, EFFECTIVE DATE, AND PSCA FUNDED PROJECTS

This Manual of Procedures (Manual) provides the Board of Trustee approved procedures to be followed on all construction projects involving the Alabama Community College System (ACCS) and all of its colleges and institutions. All questions regarding any procedure must be directed to the ACCS Facilities Division.

A. Scope

This Manual is dedicated to the requirements and procedures of the ACCS Facilities Division in carrying out the policies and procedures of the Board of Trustees. Before proceeding with preparation of bid documents or submittals, the Design Professional should determine whether sources of project funding (such as federal funding) or whether project specific regulations may require modification or supplementation of these requirements, forms, or procedures. If modification or supplementation is necessary, contact the ACCS Chief Facilities Officer for guidance as to the appropriate method.

B. MBE/ DBE Commitment

The ACCS encourages access and opportunity for small, minority-owned and women-owned businesses certified by a recognized entity such as ADECA's Office of Minority Business Enterprises, or similar agency/ authority. The ACCS goal is to achieve five percent (5%) MBE/ DBE participation in its construction projects. Please contact the Facilities Division for additional information.

C. ACCS Facilities Division Fees

There are no fees for ACCS Facilities Division's supervision and review of ACCS Projects.

D. Effective Date

The effective date of this manual is August 1, 2021 pursuant to Act 2021-476.

- (1) Interim projects: The ACCS and DCM have agreed that all projects initiated prior to August 1, 2021 and have been issued a DCM Project Number, shall be

completed under the oversight of DCM. This Manual shall not apply to DCM administered projects.

- (2) Projects post August 1, 2021: All projects initiated after August 1, 2021 are subject to this ACCS Project Procedures Manual, and shall not be administered by the DCM.
- (3) All questions regarding the applicability of this Manual shall be directed to the Chief Facilities Officer.

E. PSCA Funded Projects

ACCS projects that are partially or fully funded by the Public School and College Authority (PSCA), after August 1, 2021, shall be administered by the ACCS utilizing the standard ACCS Forms (See Attachments).

- (1) Purchasing Materials, Equipment, and/ or Furnishings for Construction Projects with PSCA Funds: The purchase of materials, equipment, and/or furnishings with PSCA funds must comply with the Competitive Bid Law and ACT#2020-167. All questions regarding the use of PSCA funds shall be directed to the Chief Facilities Officer.
- (2) Certificate of Compliance: Contractors Pay Applications and Design Professionals Invoices shall certify that all work and payments are in accordance with the Contract Documents and Alabama Law including ACT#2020-167.

SECTION 02

CODE AUTHORITY AND COMPLIANCE

All ACCS projects shall be designed and constructed in compliance with applicable Codes, Ordinances, and Law in accordance with this Section.

A. Code Authority

- (1) State Building Codes: The Department of Construction Management (DCM) is the division of the state charged with adopting minimum building standards codes applicable to all ACCS Projects. Prior to project initiation and through completion of the Project, it is the Design Professional's responsibility to determine the applicable State Building Codes and to design the project in compliance therewith. A listing of current State Building Codes may be found at https://dcm.alabama.gov/bldg_codes.aspx.
- (2) State Fire Marshal: The State Fire Marshal conducts inspections of buildings and properties in Alabama, and adopts and enforces various Building, Life Safety, and Fire Prevention Codes. All ACCS Projects shall be designed and constructed in

accordance with the requirements of the State Fire Marshal as found at <https://www.firemarshal.alabama.gov>.

- (a) The State Fire Marshal requires Fire Alarm Contractors to be certified through their office. All Fire Alarm Contractors performing work on ACCS projects must comply with this requirement.
- (3) Local Building Codes and Permits: Pursuant to the powers, authority, and jurisdiction transferred to the Board of Trustees under ACT#2021-476, the Board of Trustees hereby directs that all Projects will be subject to the Building Codes and Ordinances within a City, Town, County, or other municipality in which an ACCS college, institution, training center, or other structure is being renovated or constructed. This includes the design review and inspections of the local Code Official and/ or Fire Official, including payment of fees associated therewith.
- (4) No Local Code Authority: Where an ACCS Project is located outside of the jurisdiction of a local Code Official and/ or Fire Official, the ACCS Chief Facilities Officer shall be notified by the Design Professional of such circumstance. The Chief Facilities Officer will coordinate with the Design Professional to engage an Independent Code Consultant for review and/ or inspection to ensure Code compliance.

B. Code Compliance

The Design Professional shall be proactive in assessing the Code compliance aspects of the project, and should engage the local Code Authority (AHJ) or Independent Code Consultant during the design phase to coordinate submittal and review of the plans and specifications. *Section 09 – Design Phase* outlines submittal requirements related to Code compliance and communication of related project aspects to the Owner.

- (1) Conflicts between minimum building standards codes of DCM and Local Building Standards Codes: If the Local Building Standards Codes are inconsistent in total or in part with those minimum building standard codes adopted by DCM, the more stringent provision will control to the extent permitted by law.

C. Permit and Inspection Fees

Fees associated with permit and inspection services shall be paid in accordance with the following:

- (1) Local AHJ: Where a city, town, county, or other municipality provides permit and inspection services, payment for fees shall be the responsibility of the General Contractor, with the requirement therefore being included in the Bid Documents.

- (2) Independent Code Consultant: Where an Independent Code Consultant is selected to perform Code review and/ or inspections by the Facilities Division, the cost of these services shall be paid by the Owner.

D. Storm Shelters

In accordance with Section 16-1-2.2 of the Alabama Code, any new contract awarded for the construction of a new building containing classrooms or dorm rooms shall include a storm shelter in compliance with the most current adopted edition of *ICC/ NSSA-500, Standard for the Design and Construction of Storm Shelters*.

SECTION 03
AUTHORITY, POWERS AND JURISDICTION

The power, authority, and jurisdiction of the ACCS Board of Trustees, Chancellor, and Facilities Division with regard to building and facility projects are outlined in this Section.

A. Board of Trustees Powers, Authority, and Jurisdiction over ACCS Projects

Pursuant to Act 2021-476, as of August 1, 2021, the powers, authority, and jurisdiction of DCM over construction projects at ACCS's campuses and institutions has been transferred to the ACCS Board of Trustees, including, but not limited to those DCM powers and authorities established in Sections 16-1-2.2, 16-16-10(o)(2) and (p), 39-2-2(f)(1), 41-9-243, and 41-16-72(3)(a) through (f), Code of Alabama 1975, with the exception of adoption of minimum building standards codes.

B. Chancellor

Pursuant to Section 16-60-111.6 of the Alabama Code, the Board of Trustees has delegated to the Chancellor the authority to act and make decisions concerning the management and operation of the ACCS Facilities Division.

C. ACCS Facilities Division

Under the authority bestowed by ACT#2021-476, the Board of Trustees has adopted policies and procedures, including this ACCS Project Procedures Manual, that govern all aspects of construction projects at ACCS's colleges. The ACCS Facilities Division is established to carry out the Board of Trustee's construction policies and procedures at ACCS's colleges.

- (1) Responsibilities: The ACCS Facilities Division responsibilities include:
 - (a) Supervision, review, and approval of all aspects of ACCS Projects;

- (b) Creating policies and procedures for ACCS Projects subject to Board approval; and
 - (c) Providing reports to the Board as directed on all ACCS Projects.
- (2) Structure: The ACCS Facilities Division is led by the Chief Facilities Officer, who reports directly to the Chancellor. The Chief Facilities Officer is supported by Regional Facilities Managers and Administrative staff. Regional Facilities Managers oversee construction and renovation projects in their respective geographic territories and work with the Colleges leadership and facilities personnel in completing Projects pursuant to the ACCS Facilities Procedures Manual, Board Policies, and other applicable rules, regulations, and laws. The Chief Facilities Officer is in regular communication with the ACCS Finance Division regarding financial aspects of ACCS projects.

D. Contact Information - ACCS Facilities Division

(1) Mailing Address

Mr. Mark Salmon, Chief Facilities Officer
Alabama Community College System
135 South Union Street
Montgomery, AL 36104

(2) Telephone

(334) 293 – 4672

(3) E-Mail Address

- (a) Mark.salmon@accs.edu

SECTION 04 **DEFINITIONS**

The following terms, or pronouns in place of them, are found throughout this Manual. Their intent and meaning shall be interpreted as defined in this Section. Where a definition is not included in this Section, please refer to *Article I* of both the *Standard Articles of the Agreement between Owner and Architect* (ACCS Form 1-B) and the *General Conditions of the Contract for Construction* (ACCS Form 2-B).

A. Defined Terms

- (1) ACCS: Alabama Community College System.

- (2) ACCS Projects: All forms of construction projects, including but not limited to design, construction, renovation, remediation, demolition, or improvement projects on ACCS educational properties, including facilities, buildings, and building component systems, under the oversight, management, and control of the ACCS Facilities Division.
- (3) AHJ: Authority Having Jurisdiction. The local Code Official and/ or Fire Official responsible for adopting, promulgating, and enforcing Building Codes and Ordinances within a City, Town, County, or other designated geographic area.
- (4) Board of Trustees (Board): The Alabama Community College System Board of Trustees.
- (5) Budget (Project Budget): The total project budget established and approved by the ACCS Facilities Division.
- (6) Chancellor: The Chancellor of the Alabama Community College System.
- (7) Chief Facilities Officer: The individual charged with leading the Facilities Division, who reports to the Chancellor.
- (8) College: ACCS's colleges or trade school.
- (9) Construction Contract: As more fully defined in the General Conditions of the Construction Contract, the contract between the Owner and the Contractor for all ACCS Projects will be referred to as the Construction Contract and includes the General Conditions of the Construction Contract.
- (10) Construction Costs: The current or anticipated construction contract amount.
- (11) Cost of the Work: See *Article 8 – Definition of Cost of the Work of the Standard Articles of the Agreement between Owner and Architect* (ACCS Form 1-B).
- (12) DCM: Division of Construction Management in the Alabama Department of Finance.
- (13) Design Professional: An Alabama registered Architect, Engineer, architectural and/or engineering firm employed to provide professional design services.
- (14) Facilities Division: The ACCS Facilities Division, which is responsible for oversight and management of all ACCS projects as defined herein, pursuant to the policies and procedures adopted by the ACCS Board of Trustees.
- (15) IDIQ: An Indefinite Delivery, Indefinite Quantity contract is a professional services agreement for an indefinite quantity of services, with a maximum limit of

services value over a fixed time period. The IDIQ contract replaces the former use of open-ended agreements.

- (16) Independent Code Consultant: A consultant typically engaged by the Facilities Division to provide plan review and/ or inspection services to ensure Code compliance.
- (17) Lead Design Professional: The primary Design Professional that holds a Contract for architectural and/or engineering services with the Owner.
- (18) Major Renovation: An ACCS Project where fifty percent (50%) or more of the Cost of the Work is allocated to renovations and/ or alterations of existing space.
- (19) O/A Agreement: The contract between the Owner and the Architect is referred to as the *Owner/ Architect Agreement* or *O/A Agreement*.
- (20) Owner: ACCS on behalf of the community and technical colleges under its control, management, and direction.
- (21) Owner's Designated Representative: The person or entity who represents the ACCS for a building or facilities project, and is authorized to make decisions on behalf of the Owner. The Owner's Designated Representative is typically a college President.
- (22) President: A president of an ACCS community or technical college.
- (23) Project Design Team: The design professionals assigned to a building or facilities project, including the Lead Design Professional and consulting design professionals sub-contracted thereto.
- (24) Project Plan: The preliminary description, need, and budget for a project that is of a scale requiring approval of the Board of Trustees. The Project Plan is prepared by a college and submitted to the Chancellor for authorization during the Project Initiation Phase.
- (25) PSCA: Public School and College Authority.
- (26) PSCA Funded Project: A project for which funding is partially or wholly derived from PSCA administered funds.
- (27) Public Works Law: Title 39 of the Code of Alabama, as amended.
- (28) Regional Facilities Manager: One of several regional facilities personnel responsible for overseeing building and facilities projects on a geographic portion of the state.

- (29) State Building Code: The body of minimum building standards codes published by code writing organizations which has been adopted by DCM as minimum building standards code for the State of Alabama.
- (30) Total Project Costs: The combined value of the Construction Cost, fixtures, furnishings, and equipment, land acquisition, plus all “soft costs” including professional fees, and associated project related expenses.

SECTION 05

GENERAL REQUIREMENTS

This Section summarizes General Requirements associated with numbering and tracking projects, distributing project related documents, the use of ACCS standard documents and forms, and compliance with ACCS Design Standards for Construction Projects. College leaders, Design Professionals, Contractors and sub-Contractors, as well as other project stakeholders should carefully read, understand, and follow the General Requirements outlined herein to facilitate efficient project correspondence.

A. Use of ACCS Project Number

The ACCS Facilities Division utilizes a ten (10) to thirteen (13) digit project numbering system. The Project Number is established by the ACCS Facilities Division upon notification of the Chancellor’s approval of a “Project Plan”, and will subsequently be assigned to an *O/ A Agreement* upon execution. The General Contractor and Design Professional shall clearly display the ACCS Project Number on all correspondence with the Owner and each other.

- (1) Project Number Format: **2021 001 ACCSO**
 - (a) Calendar Year: First Four Digits is the Calendar Year that the project was established, **2021** in this example.
 - (b) Sequential Project Number: The second group of digits reflects the sequential project number initiated in the calendar year, **001** in this example.
 - (c) College Assigned VPDI Code: The third group of characters reflects the individual College Banner System Identifier (VPDI Code), ranging from three to six characters in length, ACCSO in this example. A complete list of VPDI Codes is located in *Exhibit A – Schedule of ACCS System Codes (VDPI)*.

B. Document Requirements

- (1) Transmittal of Design Documents: All official submittals to the ACCS Facilities Division shall be accompanied by the standard *Transmittal Form* (ACCS Form 4-A), which shall be filled out in full. Incomplete transmittal forms and/ or incomplete submittals may result in delayed approval or disapproval.
- (2) Use of ACCS Uniform Documents and Standard Forms: Where applicable, ACCS uniform documents and standard forms must be utilized at the appropriate stage of the project for their intended use. Specific uniform documents and standard forms required to be bound into the Project Manual are noted as such in the *Attachments Schedule*.
- (3) Quality of Documents Submitted to the ACCS: Documents submitted to the ACCS shall be readily legible and printed/ formatted on standard paper sizes. To facilitate timely processing, do not highlight text, use colored paper or staple multi-page documents.
- (4) Quantity of Documents to be Submitted: Submit the following quantity of documents based on document type.
 - (a) Plans and Specifications: One (1) hardcopy and/ or electronic version (as requested by the Owner Designated Representative) of plans and specifications is to be submitted to the Owner's Designated Representative for approval of each phase of the design process. Simultaneously, a digital (standard readable PDF format) set of Plans and Specifications shall also be submitted to the Facilities Division for record.
 - (b) O/A Agreements: The ACCS Facilities Division requires one (1) complete original O/A Agreement and any subsequent Amendments, bearing all signatures, notarizations, and attachments.
 - (c) Construction Contracts: The ACCS Facilities Division requires one (1) complete original Construction Contract with Bonds, Change Orders and Modifications to the Construction Contracts, bearing all signatures, notarizations, and attachments.
 - (d) Architect/ Engineer Statements for Services: Statements for Professional Services associated with a fully executed O/A Agreement may be transmitted electronically to the Owner's Designated Representative for processing.
 - (e) Contractor Applications for Payment: Contractors Pay Applications shall be submitted to the Design Professional for approval, and then forwarded to the Owner's Designated Representative for processing. Electronic transmittal is permitted.

- (f) Contractor's Submittal Data and Shop Drawings: Copies of the Contractor's submittal data and shop drawings are not to be submitted to ACCS Facilities Division, but are to be maintained by the General Contractor during construction, and at the completion of the project shall be submitted to the College as a part of Close-Out Documents either electronically (preferred), or in paper form.
- (g) Other Documents: In general, other project related documents may be transmitted electronically to the Owner as applicable.

C. Electronic Transmittal, Signatures, and Document Management

Reserved.

D. ACCS Project Agreements, Standard Articles & General Conditions

The ACCS Facilities Division utilizes a standard *O/A Agreement* and a standard *Construction Contract*, each referencing *Standard Articles* and *General Conditions*, respectively. The agreements may be revised only by *Amendment to the O/A Agreement* or *Change Order to the Construction Contract*.

- (1) *Agreement between Owner and Architect* (ACCS Form 1-A) herein referred to as "O/A Agreement."
- (2) *Standard Articles of the O/A Agreement* (ACCS Form 1-B) herein referred to as "Standard Articles."
- (3) *Amendment to the O/A Agreement* (ACCS Form 1-D) herein referred as "O/A Amendment."
- (4) *Construction Contract* (ACCS Form 2-A)
- (5) *General Conditions of the Construction Contract* (ACCS Form 2-B) herein referred to as "General Conditions."
- (6) *Contract Change Order* (ACCS form 2-F) herein referred to as "Change Order."

E. ACCS Project Forms

All ACCS standard Forms, sample Documents, and Checklists are provided in the Exhibits and Attachments to this Manual, and are available for download.

F. Sales Tax Exemption

Sales and Use Tax Certificates of Exemption shall be administered in accordance with Alabama Act 2013-205. Refer to the Alabama Department of Revenue's web site

<https://revenue.alabama.gov/wp-content/uploads/2017/05/ST-EXC-01.pdf> for applicable forms.

G. Immigration Law Compliance

Contractors (including Architects and Engineers) are required to enroll in the E-Verify Program, and to provide documentation of enrollment with their contracts or agreements. Refer to <https://www.e-verify.gov/employers/enrolling-in-e-verify>.

H. Design Standards for Construction Projects

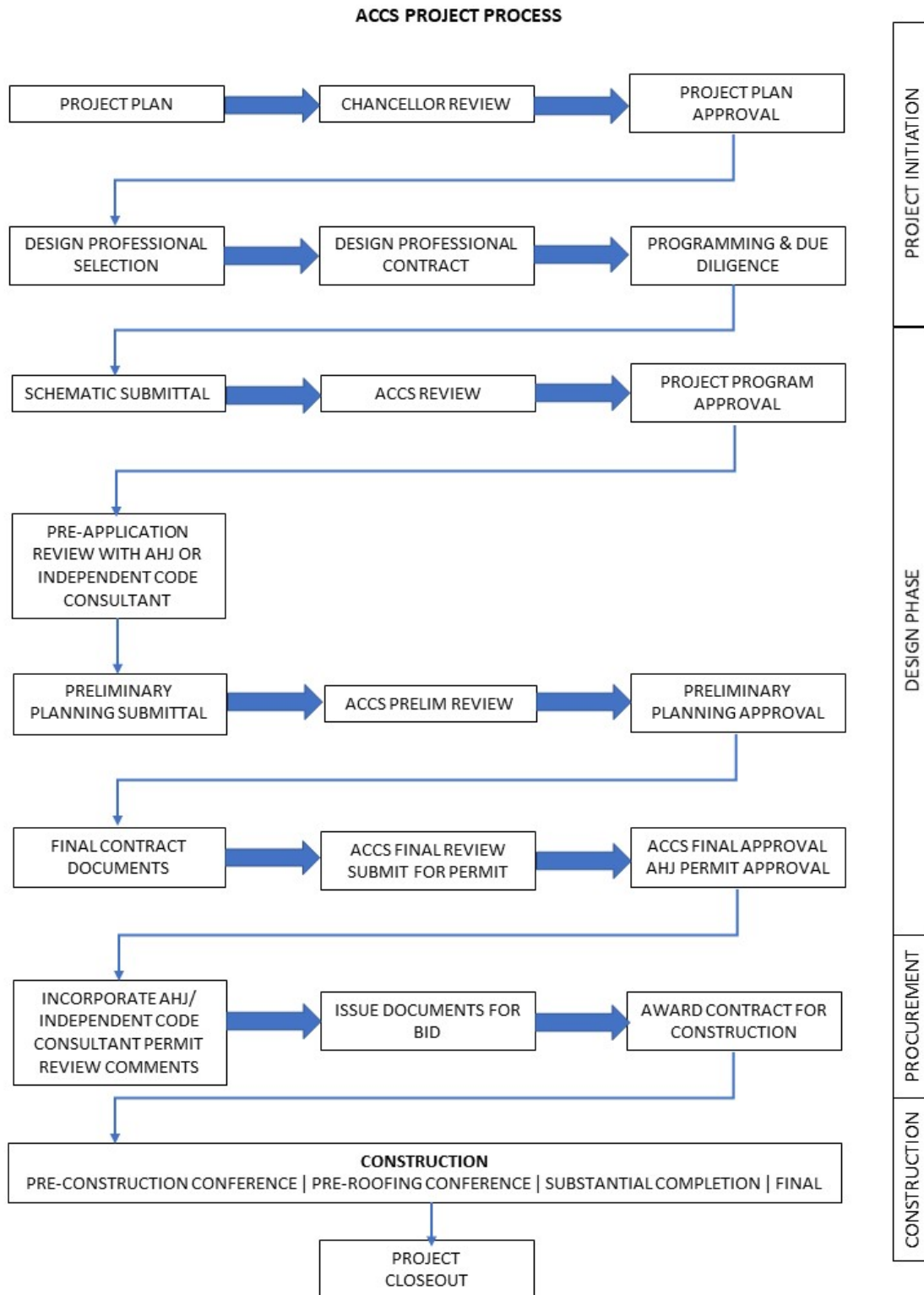
From time to time, the ACCS Facilities Division will update *Exhibit B - Design Standards for Construction Projects* to reflect best practices for design and construction of ACCS facilities. Design Professionals shall review and familiarize themselves with the recommendations and requirements defined therein, and shall endeavor to design facilities that comply with the requirements and strive to satisfy the recommendations defined in the standards.

I. Claims and Disputes

Claims and Disputes among parties to the *O/A Agreement* or the *Construction Contract* shall be resolved in accordance with the terms of the *Standard Articles* and/or *General Conditions*, as applicable.

SECTION 06 **ACCS PROJECT PHASES OVERVIEW**

This Section provides a general overview of the ACCS process for a typical project from its inception to the one-year inspection following completion of construction. Detailed information regarding each stage of the process is found in *Section 07* through *Section 12* of this Manual.



SECTION 07
PROJECT INITIATION

The inception of a project involves identifying the need, defining the general scope and scale of the project, securing funding for the project, and communicating these project parameters to the Chancellor's office for review and approval.

A. Project Plan

- (1) A College shall prepare a "Project Plan" for submission to the Chancellor's office for approval for all Projects with a Construction Cost in excess of \$500,000. The Project Plan shall include the following minimum information:
 - (a) Narrative describing the need for the facility, including alternatives considered to address the need,
 - (b) Proposed location for the construction of the project (project site),
 - (c) Preliminary program including proposed facility needs and estimated square footage,
 - (d) Type of Project: New construction, addition, or renovation.
 - (e) Project Budget identifying projected land acquisition, programming, design, construction, and furnishing/ equipment costs,
 - (f) Source(s) of funding,
 - (g) Proposed project timeline including any critical dates/ deadlines required by funding or operational needs.
- (2) Required Project Plan Approval: The Chancellor's written approval of the Project Plan is required before proceeding with the engagement of professional design services.
- (3) ACCS Project Number Established: The ACCS Facilities Division will assign an ACCS Project Number to the project following the Chancellor's approval of the Project Plan.
- (4) Selection of Design Professionals: *See Section 08 – Selecting and Engaging a Design Professional* for procedures associated with selecting the professional team necessary to deliver an ACCS project.

SECTION 08
SELECTING AND ENGAGING A DESIGN PROFESSIONAL

This Chapter addresses conditions for selecting and engaging Architects and Engineers in the preparation of plans and specifications for all ACCS projects. Also refer to *Exhibit C - Recommended Procedures for Selecting Design Professionals* for additional details of the selection process and selection criteria.

A. Required Employment of Design Professionals

The ACCS and all member institutions must employ the services of Alabama Registered Architects and/ or Engineers as applicable in accordance with Title 34, Chapter 2 – Architects, and Chapter 11 – Engineers and Land Surveyors, Code of Alabama, 1975, as amended. An Architect or Engineer shall be employed as the Lead (Prime) Design Professional to design and observe the construction or improvements of a building or facility. The Lead Design Professional may be an Engineer/ engineering firm where the design of the project is primarily within the specialty of said professional, and the Architectural design is incidental to the overall project design.

B. Full Professional Team

Most projects require a multi-disciplined team of professionals including, but not limited to, Architects, Structural Engineers, Mechanical Engineers, Electrical Engineers, Civil Engineers, etc. The ACCS requires projects under its purview to be designed by a full professional team whereby each primary discipline included in the scope of work of the project is designed by a professional trained and registered in Alabama to provide such specialty service.

C. Master List of Professional Service Providers

The ACCS Facilities Division will periodically solicit general qualifications from professional services providers and related specialty consultants, and will maintain “Master Lists” of qualified individuals and firms to provide services to the ACCS based on the criteria outlined in the RFQ. As RFQ’s are issued for IDIQ or professional service contracts, the ACCS will utilize the lists of approved professionals to identify providers qualified for the project, and will subsequently oversee a project specific qualifications based selection from the pre-qualified list as applicable.

- (1) Pre-Establishment of Master List: Ongoing services currently in effect under an existing Open-end Agreement shall continue to the end of the contract term. Prior to the Master List of Professionals being established, colleges should contact the ACCS Facilities Division for assistance in the retention of Design Professionals.
- (2) Performance Reviews: ACCS colleges and trade schools may submit performance reviews to the Facilities Division to assess Design Professional performance. The performance reviews may highlight positive or negative

performance, and may be used as a factor in qualifying firms or individuals for future engagement.

D. Contract Types

There are two (2) types of professional engagements; (1) the Indefinite Delivery/ Indefinite Quantity (IDIQ) contract and (2) the Standard Agreement with a Construction Cost in excess of \$500,000. Procedures for entering into a professional services agreement are found in *ACCS Form 1-C - Checklist for Preparing the Agreement between Owner and Architect*. Features of the Agreements are as follows:

(1) IDIQ Agreements

- (a) Term: Two (2) Years, with the possibility of amendment for up to two (2) additional one (1) year extensions. IDIQ Agreements have a maximum term of four (4) years.
- (b) Maximum Value of Services Performed
 - .1 Percentage Fees: Services performed under a percentage fee arrangement in accordance with the Basic Fee Schedule, with reasonable related additional and special services and reimbursables, shall be limited by the value of the Construction Cost designed and/ or specified by the professional service provider. A single IDIQ Contract shall be limited to a maximum Two-Million Dollar Construction Cost (\$2,000,000), with the possibility of amendment for up to one (1) increase of One-Million Dollars (\$1,000,000) of Construction Cost. The maximum Construction Cost value under a single IDIQ Agreement may not exceed Three-Million Dollars (\$3,000,000).
 - .2 Fixed or Hourly Fees: Services performed under a fixed or hourly fee arrangement shall be limited to a maximum of Two-Hundred Thousand Dollars (\$200,000), with the possibility of amendment for up to one (1) increase of One-Hundred Thousand Dollars (\$100,000).
 - .3 Maximum Single Project Construction Cost Limit: No single project performed under an IDIQ shall exceed Five-Hundred Thousand Dollars (\$500,000) Construction Cost without the approval of the Chancellor and Board of Trustees.

(2) Standard Agreement

- (a) Term: As appropriate to the project scale and complexity.

(b) Maximum Value of Services Performed: None.

E. O/A Agreement

IDIQ and Standard Agreements utilize the same *O/A Agreement* (ACCS Form 1-A), as supplemented by the *Standard Articles of the O/A Agreement* (ACCS Form 1-B). The *Standard Articles* are incorporated into the *O/A Agreement* Form by reference, and need not be submitted with the *O/A Agreement* for required approvals.

- (1) Executed *O/A Agreements* may be modified only with a fully executed *O/A Amendment* (ACCS Form 1-D).
- (2) All design projects that result from an IDIQ Agreement require an *O/A Amendment* before the Design Professional can proceed with project design work. For *O/A Agreements* that include multiple projects under the same Agreement (i.e. IDIQ Projects), the *Sample Table of Authorized Projects Under the Agreement* (ACCS Form 1-E) shall be utilized to track authorized projects.
- (3) Required Attachments: *O/A Agreements* must include Insurance Certificates (Prime A/E Firm), State Disclosure Form, Project Fee Summary, and E-Verify Documents.
- (4) Standard Articles of the O/A Agreement: The *Standard Articles of the O/A Agreement* are incorporated in and govern all aspects of the *O/A Agreement*, including but not limited to Basic Fee determination, Cost Over-runs, subsequent duplications, etc. In the event of a conflict with this Manual and the *Standard Articles*, the *Standard Articles* control.
- (5) Negotiation of the Agreement: The *Standard Articles* establish minimum Basic Services that are customary for typical ACCS Projects. However, each project may have unique attributes that warrant adjustments to the Basic Fee rate, or provision of Special Services and/ or Extra Services for the successful delivery of the project. Where Special and/ or Extra Services are warranted and the parties to the *O/A Agreement* agree, they may be included in the Design Professional's scope of services with reasonable and appropriate fees associated therewith. Likewise, the performance of design and observation services requires a need for the Design Professional to be reimbursed for project related Reimbursable Expenses. An outline of procedures for application of Basic Services, and typical Special Services, Extra Services, and Reimbursable Expenses can be found in *Exhibit D - Determination of Basic Fees for Design Professional Services*.
- (6) Preparing the Agreement Form: The Agreement is to be prepared by the Design Professional and presented to the Owner for review and acceptance. Typically, Agreements will be executed by the Design Professional first, then routed to and executed by (a) the College President, (b) Chief Facilities Officer, and (c) the

Chancellor. A checklist for preparing the O/A Agreement form can be found in *Form 1-C - Checklist for Preparing the Agreement between Owner and Architect*.

- (7) Submitting the Agreement: Original documents, in the quantity outlined in *Section 05 – General Requirements*, shall be submitted to the College President for review, approval, processing, and distribution. The College will then submit the Agreements to the ACCS Facilities Division for approval and execution by the Chief Facilities Officer, and the Chancellor. Once fully approved, the ACCS Facilities Division will maintain the original documents, and provide an electronic copy to all parties.

F. Payment for Professional Services

Design Professionals shall submit Statements for Services in accordance with the rules outlined in this Section and the *O/A Agreement*.

- (1) Design Professional's Statement for Services shall be transmitted to the Owner's Designated Representative in the quantity and form defined in *Section 05 - General Requirements*.
- (2) Statements for Services may be prepared on the Design Professional's standard form, and must include the following minimum information:
 - (a) ACCS Project Number and Project Name,
 - (b) Total fees scheduled under the Agreement, with fees due based on percentage complete per phase of the work,
 - (c) Verification, Approval, and Signature Lines for the following:
 - .1 Owner's Designated Representative,
 - .2 Chief Facilities Officer,
 - .3 Other Representatives as determined by the Owner.
 - (d) For PSCA funded projects only, the invoice shall be signed by the firm's representative, notarized, and must include the required certification.
- (3) ACCS shall make payments to the Design Professional based on the following criteria:
 - (a) Basic Services: Payment may not exceed the progress of the work performed under the Agreement. Failure to secure Owner approval at each milestone phase will prevent the Design Professional from receiving payment for services that occur after the noted milestone, until approval is granted. Billing of fees associated with Construction Administration shall

not advance the progress of the work as indicated in the Contractor's Application for Payment.

- (b) Bid Alternate Design Fees: The Design Professional shall be compensated for the design of Bid Alternates, whether or not accepted by the Owner. If accepted, the Design Professional is due the full fee for the scope of work included in the Alternate. If the Alternate is not accepted by the Owner, the Design Professional is due that portion of the fee associated with the Design and Bidding phases only.
- (c) Special and Extra Services: Fees for Special and Extra Services shall be invoiced and are payable monthly as the services are performed.
- (d) Reimbursable Expenses: Reimbursable Expenses are payable monthly as incurred. Invoices for Reimbursable Expenses shall be submitted with full back-up including detailed receipts, statements, or similar verifiable evidence of the expense.
- (e) Final Payment: Final payment under the *O/A Agreement* is payable and due thirty days after (a) expiration of the period established in the *Certificate of Substantial Completion* for the Contractor's performance of "Punch List" work, (b) the Design Professional's delivery of Close-out Documents to the Owner, or evidence that the Design Professional has made reasonable effort to obtain the Close-out Documents from the Contractor who has failed to deliver the documents in a timely manner, and (c) the Design Professional's delivery of a complete set of the Contractor's approved submittal documents to the Owner.

SECTION 09 **DESIGN PHASE**

The design phase of an ACCS project follow the traditional three (3) steps of Schematic Design (Service A), Preliminary Design (Service B), and Final Design (Service C). All design phase documents for ACCS projects shall be submitted to the Owner's Designated Representative, ACCS Facilities Division, and applicable Authority Having Jurisdiction (AHJ) or Independent Code Consultant for review and approval as outlined herein. The Design Professional shall review and become familiar with *Exhibit E - Minimum Document Requirements*, which outlines specific minimum procedures and document requirements required at each phase of the design process.

Projects of small scale and limited scope may forego the Schematic and/ or Preliminary Design Submittal as appropriate to the scale and complexity of the project with approval of the ACCS Facilities Division, but all projects regardless of scope or scale must receive approval of the Final Construction Documents by the Owner's Designated Representative,

ACCS Facilities Division, and applicable AHJ or Independent Code Consultant prior to receiving Bids from General Contractors.

A. Schematic Design Submittal (Service A)

The Design Professional shall submit drawings illustrating the general scope, layout, and character of the project prior to expending material design expense. In the event significant revisions to the Schematic Design are required by the Owner's Designated Representative, it is recommended the Design Professional re-submit revised Schematic drawings for approval before proceeding to the next design phase.

(1) Minimum Requirements

(a) *ACCS Transmittal Form* (ACCS Form 4-A)

(b) Drawings and related documents in accordance with *Exhibit E - Minimum Document Requirements*.

(2) Only with the Owner's Designated Representative's written approval of the Schematic Submittal shall the design professional proceed into the next phase of design.

B. Preliminary Design Submittal (Service B)

Preliminary Plan Submittal documents shall be submitted for review and approval of the design intent of the project and shall be drawn at the scale intended for final documents. In the event significant revisions to the design at the Preliminary Plan Submittal stage are required by the Owner's Designated Representative, it is recommended the Design Professional re-submit revised Preliminary Design documents for approval prior to proceeding.

(1) Minimum Requirements

(a) *ACCS Transmittal Form* (ACCS Form 4-A)

(b) Drawings and related documents in accordance with *Exhibit E - Minimum Document Requirements*.

(2) Required Pre-Application Review with the local AHJ or Independent Code Consultant: Prior to submitting the Preliminary Design documents, the Design Professional shall hold a project review with the local AHJ (or Independent Code Consultant as applicable) to review the Code aspects of the project. Written Minutes of the Pre-Application Review shall be submitted to the Owner with the Preliminary Design Submittal.

- (3) Only with the Owner's Designated Representative's written approval of the Preliminary Design shall the design professional proceed into the next phase of design.

C. Final Design Submittal (Service C)

Contract Documents shall be submitted for review and approval by the Owner's Designated Representative and the local AHJ or Independent Code Consultant prior to receiving bids from General Contractors.

(1) Minimum Requirements

- (a) *ACCS Transmittal Form* (ACCS Form 4-A)
 - (b) Drawings and related documents in accordance with *Exhibit E - Minimum Document Requirements*.
 - (c) Local Permitting: The Design Professional is responsible for submitting Final Contract Documents to the local AHJ in accordance with its requirements, where applicable. The General Contractor shall be responsible for receiving Building Permit(s) and paying associated fees.
 - (d) Special Storm Shelter Requirements: For projects that are required to include a Storm Shelter, the Design Professional shall include the *Contractors Statement of Responsibility for the Construction of Tornado Storm Shelters* (ACCS Form 5-G) in the plans and/ or in the Project Manual. The Code required third-party reviews shall be transmitted to the Owner with the Final Plans submittal.
 - (e) Fire Alarm Systems: Fire Alarm Contractors are required to permit their work through the Alabama Fire Marshal's Office AND local Fire Official as applicable. The Design Professional's Final Contract Documents shall include this requirement.
- (2) Registration Seals: Final Contract Documents (Plans and Specifications) shall bear the Alabama seal of the professional who created them or supervised their creation.
- (a) Each drawing prepared by or under the supervision of an Architect or Engineer shall bear the Alabama seal of the respective professional.
 - (b) The Cover of the Project Manual shall bear the seal of the primary Design Professional for the project. Technical Specifications shall also bear the Alabama seal of the Architect and/ or Engineer who prepared them. The seal may occur on the Project Manual Cover, Index, or within the prepared specification section(s).

- (c) All documents sealed by Alabama Engineers shall be signed and dated. Engineers may only seal drawings prepared under their direct supervision for which they have relevant training and experience to indicate proficiency in the specialty area their seal is affixed to.
 - (d) All revisions to the Plans and Specifications after issuance, including but not limited to Addenda, ASI's, Field Orders, and similar directives, must bear the seal of the Architect or Engineer of Record whose design is modified by the revision.
- (3) Sole Source and Approved Equal Specifications
- (a) Sole Source Specifications are governed by Section 39-2-2(f) of the Alabama Public Works Law and can only be used based on the exceptions set out therein.
 - (b) Specified and "Approved Equal" Sources: Refer to The *Instructions To Bidders* and *General Conditions of the Contract* for procedures pertaining or related to "Pre-bid Approval" and "Approved equal" sources. The ACCS Facilities Division recommends that three (3) or more sources of a product, material, system, or service be identified whenever possible and that the standard "Pre-bid Approval" procedures be reviewed and modified, if necessary, to accommodate specific project needs.

SECTION 10

CONSTRUCTION PROCUREMENT

All Bid Procedures are governed by Title 39, "Public Works Law" of the Code of Alabama. This Section provides required and recommended procedures for the bid and award of construction contracts for work supervised and administered by the ACCS Facilities Division. However, in the event of a conflict between this Manual and the Public Works Law, the Public Works Law controls.

The procurement phase involves the final approval of the project by ACCS, advertising the project, bidding, negotiation and execution of the Construction Contract. The Design Professional shall coordinate activities during this phase with the Owner, and shall comply with applicable law.

A. Pre-Bid Approval and Review Requirements

- (1) Pre-Bid Approval by ACCS: All projects shall be approved by the ACCS Facilities Division in writing prior to receiving or opening bids from Contractors. The ACCS Facilities Division will coordinate the internal approvals required, and will issue approval to the Design Professional upon approval of the Owner's

Designated Representative, Chancellor, ACCS Facilities Division, and/ or Board of Trustees as required.

- (2) Permit Review and Incorporation of Comments into Contract Documents Required: The Design Professional shall submit the plans and specifications to the local AHJ or Independent Code Consultant, and shall incorporate all comments received from the local AHJ or Independent Code Consultant. This provision ensures the scope and cost of the project reflects Owner and Code compliance modifications.

B. Bid Procedures

See Exhibit F - Bid Procedures for a summary of Title 39, “Public Works Law,” requirements associated with the issuance of plans and specifications, advertising, small and emergency projects, pre-qualification of bidders, and the receipt and opening of bids including management of mistakes and errors.

C. Bid Alternates, Unit Prices, and Allowances

- (1) Bid Alternates: Additive alternate bids are preferred, and may be used in order to obtain prices for the addition of items not included in the base bid. The alternate bids shall be listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder. Alternate bids are to be listed in order of priority (determined by the Owner’s Designated Representative). See the Owner/ Architect Agreement for related compensation of the design professional.
 - (a) Deductive Bid Alternates: Deductive alternate bids shall only be used with the prior approval of the Chief Facilities Officer.
 - (b) The *Instructions to Bidders* (ACCS Form 5-C), establishes the required method of determining the lowest bidder when bid alternates are utilized. The Owner will announce the funds available for a construction contract at the bid opening as provided in the Instructions to Bidders.
 - (c) The announced funds available shall be recorded on the Bid Tab.
- (2) Unit Prices: There are two applications of unit prices to be considered for use in bid proposals:
 - (a) Work Bid on a Unit Price Basis: All, or part(s), of the planned work may be bid on a unit price basis. The Design Professional states an estimated quantity of an element of the work on the Proposal Form as a bid item. The bidders insert a unit price and the extended lump sum amount for the unit price bid item. The extended lump sum amount(s) for the unit price bid item(s) and lump sum bid items are added together to produce a total

lump sum bid for the project. The contract amount is ultimately adjusted based upon the actual quantity of the work element performed as compared to the estimated quantity included in the bid. When work is bid in this manner, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest bidder. In cases of error in the extension of prices of bids, the unit price will govern. Each unit price is to include overhead, profit, and all other related costs. A proposal may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

- (b) Unit Prices for Application to Change Orders: As a means of predetermining unit costs of changes in certain elements of the work, the project specifications may require that the bidders furnish unit prices for these items. No estimated quantities are stated on the Proposal Form and these unit prices may, or may not, be used during the course of the project. Unit prices may be presented as an attachment to, or part of, the Proposal Form and may be requested as separate additive and deductive unit prices or as singular unit prices applicable to both additive and deductive changes. Each unit price should include overhead, profit, and all other related costs. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the lowest bidder may be rejected or negotiated by the Owner prior to contract award. The specifications should clearly state that unit prices for application to changes in the work are not effective unless specifically agreed upon in the Construction Contract.
 - (3) Allowances: Cash allowances are dollar amounts stated in Bid Documents that are to be included in bids to cover the approximate costs of materials that will be selected or work that will be defined during construction.
- D. Awarding a Contract for Construction is governed by Public Works Law, Ala. Code § 39-2-6.

The notice of award of a Construction Contract should state the amount for which the contract is to be awarded, clarifying which bid alternates are to be included, if any, and it should address acceptance, rejection, and/or negotiation of unit prices.

- (1) Notice to Successful Bidder: The successful bidder is to be notified in writing to the address shown on the bidder's proposal at the earliest possible date by the Owner.
- (2) Awards after 30 Days of Bid Opening: Should no award be made within 30 days after the opening of the bids, or such other time as specified in the bid documents, all bids shall be rejected and all guaranties returned, except for any potentially successful bidder that agrees in writing to a stipulated extension in time for consideration of its bid, in which case the Owner may permit the potentially

successful bidder to substitute a satisfactory bidder's bond for the cashier's check submitted with its bid as bid security. (Public Works Law, Ala. Code § 39-2-5)

- (3) Only One of No Bids Received: If no bids or only one bid is received at the time stated in the advertisement for bids, the Owner may advertise for and seek other competitive bids, or the Owner may direct that the work shall be done by force account under its direction and control or the Owner may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid. (Public Works Law, Ala. Code § 39-2-6)
 - (a) Work by Negotiation of Force Account requires the Chief Facilities Officer approval.
- (4) Projects Costing \$50,000 or Less: Under the Public Works Law, if the cost of a public works project is \$50,000 or less, certain provisions of that law are waived as follows:
 - (a) Advertisement for Bids and Sealed Bids: The Owner may let contracts for public works involving \$50,000 or less with or without advertising, and with or without sealed bids. Public Works Law, Ala. Code § 39-2-2(b)(1). Although a formal bid process is not required for public works projects costing \$50,000 or less, the solicitation of at least three (3) informal bids for such projects is required. Documentation must show that a minimum of three (3) proposals were sought even if a lesser number respond. Designers shall include the bid tab with the prepared *Construction Contract* documents.
 - (b) Bid Bonds: Bid Bonds are not required for contracts in amounts of less than \$50,000.
 - (c) Performance and Payment Bonds: Performance and Payment Bonds are not required for contracts in amounts of less than \$50,000. Public Works Law, Ala. Code § 39-1-1(e).
 - (d) General Contractor's License: A General Contractor's License is not required for contracts in amounts of less than \$50,000. Ala. Code § 34-8-1(a).
 - (e) Advertisement for Completion: For contracts of less than \$50,000, the Owner shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the Owner's bulletin board for one week, and shall require the Contractor to certify under oath that all bills have been paid in full. Final

settlement with the Contractor may be made at any time after the notice has been posted for one entire week. Ala. Code § 39-1-1(g).

E. Contract Execution

The ACCS Facilities Division supervises the administration of all ACCS Construction Contracts. The ACCS Facilities Division also serves as the liaison to the Finance Divisions responsible for processing payments to the General Contractor.

- (1) *General Conditions of the Contract for Construction*: The *General Conditions of the Construction Contract* governs the relationships and duties of the Contractor and the Owner. Questions regarding procedures related to the *General Conditions* should be submitted in writing to the ACCS Chief Facilities Officer via the Design Professional.
- (2) Preparation and Execution of the *Construction Contract*: It is the responsibility of the Design Professional to prepare the *Construction Contract* and deliver it, with bond forms, to the Contractor for acceptance and execution. The following ACCS standard contract and bond forms are to be utilized:
 - (a) *Construction Contract* (ACCS Form 2-A)
 - (b) *Performance Bond* (ACCS Form 2-C)
 - (c) *Payment Bond* (ACCS Form 2-D)
 - (d) Power of Attorney for Surety Affidavit
 - (e) These forms are included in the Attachments to this Manual and are available for download.
 - (f) The bidder to whom a *Construction Contract* is awarded must execute and return the Contract, with (1) *Performance and Payment Bonds*, executed by a surety company duly authorized and qualified to make such bonds in Alabama, and (2) evidence of insurance as required by the bid. Under extenuating circumstances, the Owner may extend this period up to five (5) days pursuant to Public Works Law, Ala. Code § 39-2-8. A longer period than fifteen (15) days for the return of the executed Contract, Bonds, and evidence of insurance may be provided for in the Bid Documents.
 - (g) ACCS Facilities Division requires one (1) original copy of the Contract, Bonds, and attachments, bearing original signatures of the Contractor, Owner, Owner's Designated Representative, and Surety, to be submitted to the ACCS Facilities Division.

- (3) Insurance Coverage: The *General Conditions of the Construction Contract* contain minimum requirements for the Contractor's insurance coverage. The Design Professional and the ACCS Facilities Division will review the insurance requirements for the project. It is recommended that the minimum insurance requirements required on ACCS projects be forwarded to the Contractor's insurance representative.
- (4) Bidder's Failure to Execute Contracts and Bonds: If the bidder to whom the contract is awarded fails or refuses to sign the contract, to furnish the required bonds, or to provide evidence of required insurance within the specified period of time, the Owner may award the contract to the second lowest responsible and responsive bidder. If the second lowest responsible and responsive bidder also fails or refuses to contract, to furnish the required bonds, or to provide evidence of required insurance within the specified time, the Owner may award the contract to the third lowest responsible and responsive bidder. Failure or refusal to return the executed contract and bonds within the specified time is grounds for forfeiting all or part of the proposal guaranty. Public Works Law, Ala. Code §§ 39-2-6 & 11.
- (5) Owner's Failure to Complete Execution of Contract: The Owner must approve the bonds and evidence of insurance and ensure complete execution of the contract within twenty (20) business days of receipt of the documents, unless the Contractor agrees in writing to a longer period of time. A *Notice To Proceed* is to be issued by the Owner within fifteen (15) days after final execution of the Contract. The Owner's failure to ensure complete execution of the contract or issue a *Notice To Proceed* within these time periods, or agreed extended periods, shall be just cause for the withdrawal of the Contractor's bid and contract without forfeiture of bid security. Public Works Law, Ala. Code §§ 39-2-9, 10, & 11.
- (6) Notice to Proceed: The *Notice to Proceed* (NTP) with the work will be issued to the Contractor by the Owner. Final distribution of the fully executed and approved contract and bonds is made with the NTP. The NTP will state both the date upon which the Work may commence and the date upon which the Work is to be completed.
- (7) Initial Documents Required from Contractor: Upon receipt of the *Construction Contract* and *Notice to Proceed*, the Contractor will be required to submit the following documents to the Owner through the Design Professional.
 - (a) *Sample Schedule of Values* (ACCS Form 6-E): pursuant to the requirements of the *General Conditions*.
 - (b) *Sample Progress Schedule* (ACCS Form 6-H): pursuant to the requirements of the *General Conditions*.
 - (c) List of Sub-Contractors: The *General Conditions* require the names of sub-Contractors to be submitted concurrently with the execution of the

contract. This list should be inclusive of any additional sub-Contractors that were not required to be named in the bid process.

- (d) *Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter* (ACCS Form 5-G): The completed and signed form must be submitted to the ACCS Facility Division at the Pre-Construction Conference for all projects that include a Storm Shelter.

SECTION 11

CONSTRUCTION AND CLOSE OUT

The Owner, Design Professional, and Contractor shall meet their obligations to each other as outlined in the *O/A Agreement* and *Standard Articles*, as well as the *Construction Contract* and *General Conditions*.

- A. Construction Phase: Construction commences with the execution of the *Construction Contract* and issuance of *Notice to Proceed*, and ends upon Final Payment to the General Contractor when work is complete and Close-out Documents are issued to the Owner.
 - (1) Pre-Construction Conference: Within two (2) weeks after the date of the *Notice to Proceed*, the Design Professional shall conduct a Pre-Construction Conference attended by representatives of the Owner, Contractor, and Design Professional. Consulting Engineers and select Sub-Contractors may also attend as appropriate to the project scope. Responsibilities of the parties and project procedures shall be discussed and recorded in minutes. The *Pre-Construction Conference Checklist* (ACCS Form 6-A) provides an outline of topics pertinent to this conference.
 - (2) Pre-Roofing Conference: Prior to the commencement of any roofing work, the Design Professional shall conduct a Pre-Roofing Conference attended by representatives of the Owner, Contractor, Roofing Sub-Contractor, Sub-Contractors whose work requires them to work on the roof, and the Design Professional. Consulting Engineers may also attend as appropriate to the project scope. Responsibilities of the parties and project procedures shall be discussed and recorded in minutes. The *Pre-Roofing Conference Checklist* (ACCS Form 6-B) provides an outline of topics pertinent to this conference.
 - (3) O/A/C Meetings: Project status meetings attended by the Owner's Designated Representative, Architect, and Contractor shall be held at the project site in accordance with the requirements of the *Standard Articles* and *General Conditions*.
 - (4) Periodic Inspections: Construction will be monitored periodically by the Design Professional and Consulting Engineers, the local AHJ or Independent Code Consultant, and representatives of the ACCS Facilities Division. The General

Contractor shall coordinate the inspections required by the local AHJ/ Independent Code Consultant as necessary. As a minimum requirement, the General Contractor shall provide a minimum one-weeks' notice to the Owner and the Design Professional (or more where required by the local AHJ or Independent Code Consultant) for stages of progress sufficient to hold the following inspections:

- (a) In-Wall Inspection: All in-wall work is in place and wall coverings are only installed on a maximum of one-side of the wall or partition.
 - (b) Above Ceiling Inspection: All above ceiling work is in place and finish ceiling surfaces are not yet installed.
 - (c) Substantial Completion Inspection: The work is "Substantially Complete", all life safety features are operational and approved, and the Contractor has prepared a detailed Punch List of remaining touch-up work to the Owner and the Design Professional.
 - (d) Final Inspection: The work is complete, the fire alarm system (if any) has been tested and certified, and the Owner may occupy the project. The Final Inspection shall be attended by the Owner's representative(s) and the Design Professional.
- (5) Substantial Completion: Upon completion of a successful inspection attended by the Owner, AHJ (or Independent Code Consultant), and the Design Professional, the Design Professional will prepare the *Certificate of Substantial Completion* (ACCS Form 6-K), which will be routed to the ACCS Facilities Division prior to transmitting it to the Contractor.
- (a) Required Certification: The *Certification of Structural Observations* (ACCS Form 6-J) shall be prepared by the Structural Engineer of Record for all projects containing classrooms or dorm rooms on the grounds of public institutions of higher education as required by ACT#2012-554. Where applicable to the project, the certification must be attached to the *Certificate of Substantial Completion*.
 - (b) The fully executed *Certificate of Substantial Completion* establishes the date and time for transfer of property insurance, maintenance, security, and utility responsibilities from the Contractor to the Owner.
 - (c) The *Certificate of Substantial Completion* also establishes the period of time that the Contractor has to complete the remaining work.
 - (d) The Certificate of Substantial Completion shall be accompanied by a "Punch List", originally prepared by the General Contractor and

supplemented by the Design Professional based on visual inspections of the incomplete work.

- (6) Certificate of Occupancy: The local AHJ will issue a Certificate of Occupancy sometime after the project is deemed substantially complete.
- (7) Occupancy: With a fully executed *Certificate of Substantial Completion*, a *Certificate of Occupancy* issued by the AHJ, and a successful Final Inspection, the Owner may begin utilizing the project for its intended use.

B. Payments to Contractors

- (1) Monthly Progress Payments: The Contractor is to be paid on a monthly basis commensurate with the progress of the work pursuant to the terms of the *General Conditions* and upon approval of the *Application and Certificate for Payment* (ACCS Form 6-D).
- (2) Retainage: "Retainage" is defined as the money earned and, therefore, belonging to the Contractor which has been retained by the Owner conditioned on final completion and acceptance of all work required by the contract pursuant to the terms of the *General Conditions*.
- (3) Final Payment: Approval of an Application for Final Payment by the Design Professional and Owner represents that all requirements in the field, such as completion of "punch list" items, have been completed to their satisfaction. The *General Conditions* set forth the terms and procedures to be followed.

C. Change Orders

Actions arising from provisions of the *General Conditions of the Contract* can necessitate modification of the *Construction Contract* by *Contract Change Orders*.

- (1) Refer to the following articles in the *General Conditions* that specifically pertain to Change Order action:
 - (a) *Article 18, Deductions for Uncorrected Work,*
 - (b) *Article 19, Changes in the Work,*
 - (c) *Article 20, Claims for Extra Cost or Extra Work,*
 - (d) *Article 21, Differing Site Conditions,*
 - (e) *Article 23, Delays.*

- (2) When it is necessary to modify the *Construction Contract*, the provisions of the above articles regarding notifications and detailed cost proposals are to be enforced and the following procedures followed:
 - (a) *Contractor Change Order* (ACCS Form 2-F): *Contract Change Order* must be utilized in making changes to the *Construction Contract*. The form is to be prepared by the Design Professional.
 - (b) Change Order Justification (ACCS Form 2-G): Each *Change Order* shall include a *Change Order Justification* summarizing the conditions that led to the necessary change.
 - (c) Change Order Processing: See the *Checklist for Preparing Contract Change Orders* (ACCS Form 2-H) for instructions and required attachments. *Change Orders* are routed like *Construction Contracts*.

D. Consent of Surety

Current Power of Attorney for the individual signing for the surety is required for all additive *Change Orders*. Consent of Surety is not required of deductive Change Orders or Change Orders addressing only extensions of time.

E. Project Closeout

The closeout of a *Construction Contract*, or "Project Closeout", is achieved upon the Owner's issuance of Final Payment to the Contractor. However, upon completion of the work in the field, certain administrative requirements must be accomplished by the Contractor and the Design Professional must verify that other contractual matters are finalized before Final Payment can be approved. This section sets forth the minimum requirements that must be accomplished before the Owner issues Final Payment. The Design Professional should ascertain what additional requirements may be imposed by the project funding source(s) or Owner. The following items are required for Project Close-out:

- (1) *Certificate of Substantial Completion* (ACCS Form 6-K): The *Certificate of Substantial Completion* must be fully executed prior to the issuance of Final Payment.
- (2) *Sample Form of Advertisement for Completion* (ACCS Form 6-M): *Article 34* of the *General Conditions* provides that the Contractor must advertise completion of the project for four (4) successive weeks, or one (1) week for projects of \$50,000 or less, as a prerequisite to final payment. Final payment cannot be made until thirty (30) days, or seven (7) days for projects of \$50,000 or less, after this advertisement requirement is completed.

- (3) Affidavits and Consent: The following affidavits and consent documents may be required of the Contractor as outlined below and defined in the *General Conditions*.
 - (a) *Contractor's Affidavit of Payment of Debts and Claims* (ACCS Form 6-N), required for all projects,
 - (b) *Release of Claims*, as described in the *General Conditions*, may be required where a notice or claim has been given by one or more Sub-Contractors,
 - (c) *Contractor's Affidavit of Release of Liens* (ACCS Form 6-P), required if a lien has been filed,
 - (d) *Consent of Surety to Final Payment* (ACCS Form 6-Q), required for projects with a *Payment Bond* and/ or *Performance Bond*.
- (4) Warranties: All required warranties shall be furnished to the Owner by the General Contractor. The following minimum warranties are required on all ACCS projects.
 - (a) Contractor's One-Year Warranty, *Article 35* of the *General Conditions*,
 - (b) *General Contractor's Five Year Roofing Warranty* (ACCS Form 6-L), for all projects involving roof or re-roof work,
 - (c) Other Roofing Warranties as required in the Project Manual,
 - (d) Other Warranties as required in the Project Manual.
- (5) As-Built Drawings: The General Contractor shall submit As-Built Drawings to the Design Professional for review with Close-Out Documents.
- (6) O & M Manuals: The General Contractor shall submit O & M Manuals to the Design Professional for review with Close-Out Documents.

SECTION 12

ONE YEAR INSPECTION

Prior to the end of the Contractor's one (1) year warranty period, an inspection shall be scheduled and conducted by the Design Professional, and shall be attended by the Owner, General Contractor, and applicable Consulting Engineers and Sub-Contractors. The results of the inspection shall be documented by the Design Professional in a report, and promptly distributed to the attendees. The report shall serve as the confirmation that the Contractor was

notified of deficiencies needing repair or correction in accordance with the *Contractor's Warranty* (Article 35) of the *General Conditions*.

EXHIBITS

EXHIBIT A
SCHEDULE OF ACCS SYSTEM CODES (VPDI)

VPDI_CODE	College
ACCSO	ACCS System Office
ATN	Alabama Techny Network
BISHOP	Bishop State Community College
BSCC	Bevill State Community College
CACC	Central Alabama CC
CCC	Calhoun Community College
COASTL	Coastal Alabama CC
CVCC	Chattahoochee Valley CC
DRAKE	J. F. Drake State CC & TC
ESCC	Enterprise State CC
GSCC	Gadsden State CC
ISTC	J. F. Ingram State TC
JSCC	Jefferson State CC
LAWSON	T. A. Lawson State CC
LBWCC	Lurleen B. Wallace CC
MMI	Marion Military Institute
NACC	Northeast Alabama CC
NWSCC	Northwest-Shoals CC
RSTC	Reid State Technical College
SNEAD	Snead State Community College
SSCC	Shelton State CC
SUSCC	Southern Union State CC
TSCC	H. Councill Trenholm State CC
WCC	George C. Wallace CC (Dothan)
WCCS	George Corley Wallace (Selma)
WSCC	Wallace State CC (Hanceville)

EXHIBIT B
ACCS DESIGN STANDARDS FOR CONSTRUCTION PROJECTS

A. General

- (1) All work shall be designed in compliance with applicable Codes, ordinances, and law. Compliance with the Americans with Disabilities Act (ADA) is required.

B. Site Work

- (1) Drainage structures and surface runoff shall be designed to remove water efficiently from the site. Create positive drainage around the building footprint.

C. Landscaping

- (1) Reserved.

D. Irrigation Systems

- (1) Reserved.

E. Exterior Building Envelope

- (1) Reserved.

F. Interior Finishes

- (1) Reserved.

G. Signage

- (1) Reserved.

H. Roofing

- (1) **Roof Pitch:** Pitched roofs are preferred. Low slope roofs are acceptable where warranted. All low slope roof systems shall be designed with positive drainage in compliance with Code and roof system manufacturers guidelines. All new low-slope roof systems shall be designed with a minimum slope of $\frac{1}{4}$ " per foot.
- (2) **Ballasted Roofs:** Ballasted systems of any type shall be avoided.
- (3) **Gutters:** The use of interior gutters is discouraged.
- (4) **Protection During Application:** The surface of an asphalt or coal tar pitch roof system shall not be left unprotected during installation. If the top pour or cap

sheet cannot be installed during the same day, a glaze coat or asphalt or pitch must be applied.

- (5) Contractor's Qualifications: Specifications should stipulate that the roofing Contractor shall possess a minimum five (5) years successful experience installing roof systems similar to those specified and shall be acceptable to or licensed by the primary roofing materials manufacturer.
- (6) Manufacturer's Qualifications: Specifications should stipulate that the roofing materials manufacturer shall possess a minimum five (5) years successful experience manufacturing roof systems and must be the original material manufacturer of the primary roofing system.
- (7) Roofing Consultant: The Owner and Design Professional may consider employing an experienced and non-proprietary roofing consultant to make periodic inspections and submit reports of the application quality and progress. The Owner and Design Professional should not rely on inspections of the roofing Contractor or manufacturer, or representatives of either.
- (8) Warranties: ACCS required a five (5) year *General Contractor's Roofing Guarantee* (ACCS Form 6-L), which does not preclude the specification of supplemental roofing system warranties.
- (9) Pre-Roofing Conference: A Pre-Roofing Conference is required to facilitate a successful installation. A checklist of topics to present at the Pre-Roofing Conference is included in the *Pre-Roofing Conference Checklist* (ACCS Form 6-B).

I. Fire Rated Assembly Opening Protectives

- (1) All doors and frames in fire-rated assemblies shall be rated in compliance with applicable Codes, and shall be labelled where the label is accessible, legible (do not paint), permanent (raised or embossed metal labels, no plastic), and shall indicate the fire resistance rating thereon. Labels must be applied by the door or frame manufacturer that is approved by a laboratory or organization to provide testing and follow-up services for fire-rated opening assemblies.

J. Storm Shelter Opening Protectives

- (1) All openings in storm shelter enclosures requiring a rating shall be installed in compliance with applicable Codes, and shall be labelled where the label is accessible, legible (do not paint), permanent (raised or embossed metal labels, no plastic), and shall indicate compliance with testing requirements of ICC 500 Chapter 8 as conducted by a third-party nationally recognized accredited and approved testing laboratory, and the fire resistance rating (if applicable) thereon. Labels must be applied by the door or frame manufacturer that is approved by a

laboratory or organization to provide testing and follow-up services for fire-rated opening assemblies.

K. Elevators

(1) Reserved.

L. Mechanical

(1) Reserved.

M. Plumbing

(1) Reserved.

N. Fire Protection

(1) Reserved.

O. Electrical

(1) Reserved.

P. Fire Alarm

(1) Reserved.

EXHIBIT C
RECOMMENDED PROCEDURES FOR SELECTING DESIGN PROFESSIONALS

The following procedures are recommended for the selection of Design Professionals by ACCS institutions.

- A. Master Lists: The ACCS Facilities Division develops and maintains Master Lists of Professional Service Providers. Colleges and trade schools that have an approved *Project Plan*, or need a Design Professional under an IDIQ arrangement, will contact the Facilities Division to initiate the selection of a Design Professional from the Master Lists.
- (1) The Facilities Division will have a standing RFQ to allow interested individuals and firms to apply for inclusion on one or more Master Lists. Federal Form SF-330, or similar, will be utilized in the application process. The Chief Facilities Officer will assemble a selection committee to review submittals.
 - (2) Firms and Individuals can apply for inclusion into the following categories:
 - (a) IDIQ
 - (b) Standard Agreement
 - .1 Project with Construction Cost of \$500,000 - \$5,000,000
 - .2 Projects with Construction Cost over \$5,000,000
 - (c) Independent Code Consultant
 - (3) Colleges and trade-schools will submit scope specific RFQ's to the Facilities Division for notification to qualifying firms on the Master Lists.
- B. Typical Selection Process: The selection committee will interview the qualified individuals and/ or firms responding to the scope specific RFQ for an IDIQ or Standard Agreement project. Presentations and interviews, as required, may be conducted remotely, virtually, or in person.
- C. Selection Criteria: The following criteria may be utilized by selection committees in the evaluation of submittals:
- (1) General experience and competence of the firm and its principals.
 - (2) Past performance record on other projects as regards to quality of work, timely performance, diligence, ability to meet budgets and other related items.
 - (3) Related experience on similar projects.

- (4) Principal or responsible Architects, Engineers, Surveyors and testing services of the project team must have adequate experience in the fields that the proposed services are requested.
 - (5) Familiarity with conditions, codes, laws, and ordinances where such knowledge is essential to the proper performance of the work.
 - (6) Firms must be operating on a sound financial basis.
 - (7) Ability of the firm to provide the services needed in the length of time required in relation of other workloads in which the firm is engaged.
 - (8) Economic considerations (where applicable):
 - (a) Accuracy of the professional's estimates compared to construction cost on recent projects of similar scope.
 - (b) Qualifications to determine alternative energy sources and prepare analyses.
 - (c) Consideration of energy conservation and energy management methods, with life-cycle cost analyses.
 - (d) Ability to design within budgets, considering logical choice of materials, efficiency of plan and systems and regard to appropriate aesthetics.
 - (9) Proximity to site improvements.
 - (10) Qualifications of consulting Engineers, Architects, specialists, Surveyors, or testing laboratories proposed to be employed by the firms under consideration.
 - (11) The Selection Committee should give consideration to teams that meet or exceed the ACCS's MBE/ DBE goals.
 - (12) The Selection Committee should consider the past performance of firms and individuals based on performance reviews submitted by colleges or trade schools.
- D. Engagement: Upon the selection of a qualified firm or individual, the Facilities Division will coordinate the completion of the necessary *O/A Agreement*.

EXHIBIT D
DETERMINATION OF BASIC FEES FOR DESIGN PROFESSIONAL SERVICES

This Exhibit outlines the procedures for determining fees for design professional services, including Basic Services, typical Special Services, Extra Services, and Reimbursable Expenses.

- A. Basic Fee Rate: The following procedures shall be utilized in the determination and adjustment to the Basic Fee Rate due the Design Professional.
- (1) Maximum Basic Fee: The Basic Fee shall be initially based on the budgeted Cost of the Work as stipulated in the *O/A Agreement*, but shall not be higher than the fee determined by the “Schedule of Basic Fee Rates” included in this Exhibit. Lower Basic Fee Rates may be negotiated when appropriate considering the project size, cost, scope, repetition, etc. Higher Basic Fee Rates may only be implemented with the consent of the ACCS Facility Director, except the Basic Fee Rate may be increased up to the limit established below for Major Renovations.
 - (a) Percentage Fees: Design Professional fees based on a percentage of the Cost of the Work, may not exceed the percentage fee shown in the “Schedule of Basic Fee Rates”, with adjustment for major renovation as applicable.
 - (b) Fixed Lump Sum Fees: Design Professional fees based on a fixed lump-sum amount shall not exceed the amount that is the product of multiplying the budgeted cost of the work times the applicable percentage rate from the “Schedule of Basic Fee Rates”, with adjustment for major renovation as applicable.
 - (c) Application of Basic Fee Rate: The Basic Fee Percentage Rate determined by the project budget shall be applied to the actual Cost of the Work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent *Construction Contract* (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget.
 - (d) Minor Changes: If minor changes in the project and budget occur during the design and construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an *O/A Amendment*.
 - (e) Major Changes: Major changes to the project scope, schedule, phasing and/ or budget may warrant an adjustment to the Basic Fee rate, which must be agreed upon in an *O/A Amendment*.

- (f) The Basic Fee Rate shall apply to the combined cost of all buildings and other work to be designed and observed under the *O/A Agreement*.
 - (g) If an *O/A Agreement* involves more than one Building Group, the Basic Fee rate of the appropriate Building Group may be applied to each portion of the project respectively.
 - (h) If the scope of the project involves Substantial Duplication of buildings on the same site or on different sites, the Basic Fee rate shall be applicable to the Cost of Work for the first building, and thereafter the Basic Fee shall be subject to a fifty percent (50%) reduction for the Design Phase portion of the work (Schematic Design, Design Development, Construction Documents) for that portion of the Cost of the Work that is allocated to subsequent duplications of the original repetitive design.
 - (i) Adjustment for Major Renovation: An increase of up to twenty-five percent (25%) in the Basic Fee Rate is allowed for major renovation projects. The Standard Fee Schedule is based on new construction, and may not adequately compensate the Design Professional for the additional work required of a complex renovation project.
- B. Special Services: The following services are commonly referred to as Special Services:
- (1) Special Consultants: Employment of specialty consultants to design and/ or observe the construction of systems such as, but not limited to, security systems, detailed cost estimating from outside consultants, industrial hygienists for abatement projects, feasibility/ assessment studies, roofing and waterproofing consultants, kitchen and/ or lab equipment consultants, and the services of similar specialists whose work is not typically included as Basic Services. The scope of the services warranted, and fees associated therewith, shall be included as a Special Service of the *O/A Agreement*.
 - (2) Periodic Inspections by Consulting Engineers: Consulting Engineers are required, as a part of Basic Services, to perform periodic inspections of the work during construction. The quantity of site visits is not defined in the *O/A Agreement*, with the Engineer having the obligation to provide observations as appropriate to their expertise in keeping with the professional obligations to the Owner. The Owner and Lead Design Professional may agree to establish a specific quantity of site observations to be included under the Basic Services Fee, with additional site observations performed as a Special Service for which the Design Professional may receive additional compensation. The scope of the services warranted, and fees associated therewith, shall be included as a Special Service of the *O/A Agreement*.
 - (3) Architects On-Site Representative: The Owner may elect to engage the Architect, as a Special Service, to provide enhanced on-site representation beyond the site

visits included with Basic Services. Enhanced site representation may be warranted for complex or large projects, projects that are time sensitive, or where the services of a local AHJ are limited or unavailable. The scope of the services warranted, and fees associated therewith, shall be included as a Special Service of the *O/A Agreement*.

- C. Extra Services: The *Standard Articles* (ACCS Form 1-B) specifies a method for compensating the Design Professional for Extra Services where warranted for circumstances beyond the Architect's control, such as Contractor failures. If the need for Extra Services arises, absent an Emergency, an *O/A Amendment* shall be executed in accordance with the *Standard Articles* prior to commencement of the Extra Services work. In the case of an Emergency, the Owner and Design Professional shall agree to a Memorandum of Understanding (in writing) prior to commencement of the Emergency Extra Services Work. Extra Services are not applicable to circumstances for which the Design Professional is responsible, nor do they apply to routine *Change Orders* for which the Design Professional will earn a Basic Fee Adjustment.
- D. Reimbursable Expenses: Reimbursable Expenses shall be included as a "not-to exceed" allowance in the *O/A Agreement* and subsequent *Amendment(s)*, if any.
- (1) Preparatory Surveys, Tests, and Consultants: The Owner shall reimburse the Architect for costs associated with preparing or obtaining site information such as Site Surveys, Soil Borings, Environmental Studies and Reports, Utility tests, and similar data necessary for the design of the project.
 - (2) In process Inspections, Tests, and Consultants: The Owner shall furnish or reimburse the Design Professional for providing in-progress inspections, tests, and consultants during or following the Contractor's performance of the work.
 - (3) Advertisements for Bid: The Owner will direct pay or reimburse the Design Professional for the costs of Advertisement(s).
 - (4) Extra Plans and Specifications: The Owner shall reimburse the Design Professional for printing costs of Final Plans requested by the Owner beyond the quantity required under Basic Services.
 - (5) Project Record: The Owner shall reimburse the Design Professional for reasonable costs associated with accessing or reproducing the Project Record.
 - (6) Renderings, Models, and Mock-ups: The Owner shall reimburse the Architect for reasonable costs associated with the preparation of renderings, models and mock-ups when requested by the Owner.
 - (7) As-Built Documents: If the Owner requires the Design Professional to incorporate the Contractor's "as-built" mark-ups into the CAD/ BIM file, the Owner shall reimburse the Architect for reasonable costs associated therewith.

E. Building Groups of the Basic Fee Rate Schedule

- (1) GROUP I: Industrial Buildings without special features, parking structures and repetitive garages, warehouses exclusive of automated equipment, and similar utilitarian buildings.
- (2) GROUP II: Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/ industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.
- (3) GROUP III: College classroom facilities, convention halls, correctional and detention facilities, gymnasiums (simple prefabricated pre-engineered types shall be classified as Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office buildings and clinics, mental institutions, office buildings with tenant improvements, parks, playgrounds and recreational facilities, police stations, public health centers, research facilities, stadiums, and welfare buildings.
 - (a) Also central utility plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary/secondary distribution systems, roads, bridges, and major site improvements when performed as independent projects.
- (4) GROUP IV: Aquariums, auditoriums, art galleries, college buildings with special facilities, communication buildings, special schools, theatres and similar facilities.
- (5) GROUP V: Residences and specialized decorative buildings, custom designed furnishings, and similar highly specialized project types.

F. Basic Fee Rate Schedule

COST OF THE WORK			FEE IN PERCENTAGE				
			BUILDING GROUP				
			I	II	III	IV	V
\$0	-	\$100,000	8.0	9.0	10.0	11.0	12.0
\$100,001	-	\$200,000	7.0	8.0	9.0	10.0	11.0
\$200,001	-	\$300,000	6.0	7.0	8.0	9.0	10.0
\$300,001	-	\$400,000	5.9	6.9	7.9	8.9	9.9
\$400,001	-	\$500,000	5.8	6.8	7.8	8.8	9.8
\$500,001	-	\$600,000	5.7	6.7	7.7	8.7	9.7
\$600,001	-	\$700,000	5.6	6.6	7.6	8.6	9.6
\$700,001	-	\$800,000	5.5	6.5	7.5	8.5	9.5
\$800,001	-	\$900,000	5.4	6.4	7.4	8.4	9.4
\$900,001	-	\$1,000,000	5.3	6.3	7.3	8.3	9.3
\$1,000,001	-	\$1,250,000	5.2	6.2	7.2	8.2	9.2
\$1,250,001	-	\$1,500,000	5.1	6.1	7.1	8.1	9.1
\$1,500,001	-	\$1,750,000	5.0	6.0	7.0	8.0	9.0
\$1,750,001	-	\$2,000,000	4.9	5.9	6.9	7.9	8.9
\$2,000,001	-	\$2,500,000	4.8	5.8	6.8	7.8	8.8
\$2,500,001	-	\$3,000,000	4.7	5.7	6.7	7.7	8.7
\$3,000,001	-	\$3,500,000	4.6	5.6	6.6	7.6	8.6
\$3,500,001	-	\$4,000,000	4.5	5.5	6.5	7.5	8.5
\$4,000,001	-	\$5,000,000	4.4	5.4	6.4	7.4	8.4
\$5,000,001	-	\$6,000,000	4.3	5.3	6.3	7.3	8.3
\$6,000,001	-	\$8,000,000	4.2	5.2	6.2	7.2	8.2
\$8,000,001	-	\$10,000,000	4.1	5.1	6.1	7.1	8.1
\$10,000,001	-	\$12,000,000	4.0	5.0	6.0	7.0	8.0
\$12,000,001	-	\$14,000,000	3.9	4.9	5.9	6.9	7.9
\$14,000,001	-	\$16,000,000	3.8	4.8	5.8	6.8	7.8
\$16,000,001	-	\$18,000,000	3.7	4.7	5.7	6.7	7.7
\$18,000,001	-	\$20,000,000	3.6	4.6	5.6	6.6	7.6
\$20,000,001	-	\$22,000,000	3.5	4.5	5.5	6.5	7.5
\$22,000,001	-	\$24,000,000	3.4	4.4	5.4	6.4	7.4
\$24,000,001	-	\$27,000,000	3.3	4.3	5.3	6.3	7.3
\$27,000,001	-	\$30,000,000	3.2	4.2	5.2	6.2	7.2
\$30,000,001	-	\$33,000,000	3.1	4.1	5.1	6.1	7.1
\$33,000,001	-	\$36,000,000	3.0	4.0	5.0	6.0	7.0
\$36,000,001	-	\$39,000,000	2.9	3.9	4.9	5.9	6.9
\$39,000,001	-	\$42,000,000	2.8	3.8	4.8	5.8	6.8
\$42,000,001	-	\$46,000,000	2.7	3.7	4.7	5.7	6.7
\$46,000,001	-	\$50,000,000	2.6	3.6	4.6	5.6	6.6
\$50,000,001	-	AND OVER	2.5	3.5	4.5	5.5	6.5

EXHIBIT E
MINIMUM DOCUMENT REQUIREMENTS

This Exhibit outlines documents typically necessary at each stage of design development for a typical project. While some items may not be applicable to all projects and some projects may require items not listed herein, the Design Professional shall utilize this Exhibit as a guideline for the level of development of schematic, preliminary and final design documents.

- A. Schematic Design Submittal (Service A): The Schematic Design Submittal shall include the following minimum document requirements:
- (1) Building Code Review Narrative identifying known Code obstacles and/ or potential for variance requests, if any.
 - (2) Preliminary Estimate of Probable Construction Cost
 - (3) Primary Systems and Material Narrative Description
 - (4) Storm Shelter Requirements: If the facility is required by law to include a storm/ tornado shelter, clearly illustrate the location and extent of the shelter in the enclosed Schematic Design documents.
 - (5) Preliminary Site Plan
 - (6) Schematic Floor Plan(s)
 - (7) Schematic Building Elevations/ Massing
 - (8) Only with the Owner's written approval of the Schematic Design Submittal shall the design professional proceed into the next phase of design.
- B. Preliminary Design Submittal (Service B): The Preliminary Design Submittal shall include the following minimal document requirements:
- (1) Written Correspondence addressing each comment to the Schematic Submittal Comment Letter, if any.
 - (2) Updated Building Code Review with listing of interpretation or variance requests, if any.
 - (3) Written minutes from "Pre-Application" project review meeting with the local AHJ (Code Official and Fire Official), or where there is not a local AHJ, provide a written review from the ACCS assigned Independent Code Consultant.
 - (4) Updated Preliminary Estimate of Probable Construction Cost

- (5) Provide any special information related to sub-surface conditions, unusual drainage, utility constraints, or similar conditions that may affect the project design.
- (6) Storm Shelter Requirements: For projects with a Storm Shelter, include in the Architectural, Structural, Mechanical, Plumbing, and Electrical drawings required below, clear definition of the location, extent, and engineering systems requirements/ features of the shelter design.
- (7) Civil Engineering Plan(s) accurately illustrating property limits, easements and setbacks, location of existing structures, scope of grading work required, overall dimensions, adjoining streets, north arrow and graphic scale, proposed floor elevations, intended location of future expansions or structures, hardscape with accessible route identified and slopes/ cross-slopes noted, location and critical elevations of site utilities, existing and/ or proposed fire hydrants and fire service lines and devices and fire apparatus roads, benchmarks, parking facilities and accessible parking, trees, and other natural obstructions relevant to the scope of the project.
 - (a) Civil Plans must illustrate the extent of flood plains if applicable to the project site. It is highly recommended the Engineer contact the Alabama Department of Economics and Community Affairs, Office of Water Resources (ADECA-OWR) for site approval prior to issuance of Final Construction Documents.
- (8) Fire Protection/ Life Safety Plan(s) illustrating each space within the building noted with room number and square footage, Type of Construction, Occupancy Classification(s), fire rated walls, occupancy separation walls, tenant separation walls, horizontal exits, actual and allowable building height (stories and feet) and area, required occupancy separations (hours), fire resistance rating required for building elements (hours), and ratings and markings of fire protected openings. Life safety plan(s) shall also include actual and required plumbing fixture calculations, location and direction of exit signs, location of fire extinguishers, and areas of refuge.
 - (a) For projects that are additions to existing buildings, include the condition and extent of the existing buildings fire protection/ life safety features, area and type of construction of the existing building, location of existing fire walls and exits, and the location and quantity of existing toilet facilities.
 - (b) For projects that are in close proximity to an existing building, include the condition and extent of the existing buildings fire protection/ life safety features, area and type of construction of the existing building, location of existing fire walls and exits, and the location of assumed property lines (dimensioned) between the new and existing buildings. Also provide, for

the existing and proposed building, the fire resistance rating of the existing facing exterior wall and whether load-bearing or not, the percentage of openings in the facing wall, and whether rated or not.

- (c) For projects requiring a Storm Shelter, provide occupant load calculations.
- (9) Floor Plan(s) illustrating all spaces with titles and area, corridors, stairs, elevators, doors and windows, plumbing fixtures, built-in equipment, movable equipment where critical to the efficient function of the space, adjacent existing and future work, and orientation.
- (10) Roof Plan(s) illustrating all roof surfaces, slopes, primary and secondary drainage, roof access, major roof penetrations, major roof-top equipment, and required barriers/ guardrails.
- (11) Building Elevations illustrating all exterior facades indicating materials, fenestration, canopies, cupolas, and similar Architectural features, signage, roof drainage assemblies as visible, and line of foundation below grade.
- (12) Typical Wall Section(s) illustrating the dimensions and materials composing the various exterior wall conditions. It is not required that every unique wall section be provided, but a quantity of wall sections sufficient to illustrate the range of exterior conditions is required.
- (13) Structural Engineering Plans illustrating the configuration of framing, foundation systems, load bearing walls and structural columns, lateral systems, floor and roof systems assemblies and required floor load capacities.
- (14) Mechanical Engineering Plans illustrating partially complete equipment schedules, HVAC, piping, and controls legends, sample outside air ventilation calculations, details of proposed HVAC and piping systems, scope of mechanical demolition work, layout of main ducts and primary piping lines, typical mechanical room layouts with equipment accurately located and sized, exterior ground or rooftop mounted equipment, provisions for storm shelters (as applicable), preliminary flow and control diagrams.
- (15) Plumbing Plans illustrating partially completed fixture and equipment schedules, scope of demolition (if any), location of fixtures and main water and waste piping, location of water service and waste discharge.
- (16) Fire Protection Plans illustrating fire protection service to the building, sprinkler and standpipe details, and notation that the sprinkler Contractor shall be permitted through the State of Alabama Fire Marshal's office.
- (17) Electrical Plans illustrating preliminary fixture schedule and legend, electrical site plan (with proposed exterior primary and secondary feeders, transformers,

generators, exterior devices and equipment), demolition of existing electrical work, proposed layout of lighting, receptacles, control devices, panelboards, and similar systems, and preliminary panelboard schedules and riser diagrams.

- (18) Only with the Owner's written approval of the Preliminary Plan Submittal shall the design professional proceed into the next phase of design.
- C. Final Design (Construction Document) Submittal (Service C): The Final Design Submittal shall include complete plans and specifications suitable for permitting and construction. The documents shall include the following minimal requirements:
- (1) Written Correspondence addressing each comment to the Preliminary Plan Submittal Comment Letter, if any.
 - (2) Updated Preliminary Estimate of Probable Construction Cost.
 - (3) Energy analysis for mechanical, electrical systems and the building envelope to confirm compliance with the adopted energy Code. COMcheck/ DOE program is an acceptable compliance method.
 - (4) Final Project Manual (Specifications): During review of the Final Submittal, the ACCS Facilities Division will refer to the project specifications as necessary for confirmation of code compliance and coordination with the plans. The specifications shall contain complete information to complement the drawings, fully describing and defining all equipment, materials, workmanship, methods, and procedures to be included in the contract or project. These specifications are to be finalized to the extent necessary for bidding; therefore, they must also include the required contract documents and descriptions of bid alternates, if any are proposed.
 - (a) Project Specific: The specifications shall be written for the particular project. Specifications having inapplicable, superfluous data or omissions are unacceptable. Specifications for separate, unrelated projects should not be combined.
 - (b) "Front-end" Documents: All ACCS project Bid Documents shall be accompanied by a Project Manual including standard ACCS Facility Division "Front-end" Documents as follows:
 - .1 Advertisement for Bids (and/ or Declaration of Emergency and Invitation to Bid) (ACCS Form 5-A, and 5-B respectively),
 - .2 Instructions to Bidders (ACCS Form 5-C),
 - .3 Proposal Form (ACCS Form 5-E),
 - .4 Accounting of Sales Tax (ACCS Form 5-H),

- .5 Bid Bond (ACCS Form 5-F),
 - .6 Construction Contract (ACCS Form 2-A),
 - .7 General Conditions (ACCS Form 2-B),
 - .8 Form of Performance Bond (ACCS Form 2-C),
 - .9 Form of Payment Bond (ACCS Form 2-D),
 - .10 Alabama Vendor Disclosure Statement,
 - .11 General Contractor's Roofing Guarantee (ACCS Form 6-L),
 - .12 Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter (ACCS Form 5-G),
 - .13 Contract Change Order (ACCS Form 2-F),
 - .14 Contractor's Affidavit of Payment of Debts and Claims (ACCS Form 6-N),
 - .15 Contractor's Affidavit of Release of Liens, (ACCS Form 6-P),
 - .16 Consent to Surety of Final Payment (ACCS Form 6-Q),
 - .17 Certificate of Substantial Completion (Form 6-K),
 - .18 Sample Form of Advertisement of Completion (ACCS Form 6-M),
 - .19 Certification of Structural Observations (ACCS Form 6-J),
 - .20 Other administrative forms as applicable.
- (c) Roofing Specifications: Roofing specifications shall contain specific language as outlined in *Exhibit B - ACCS Design Standards for Construction Projects*.
- (d) Fire Alarm System: Fire Alarm Specification shall contain specific language as required by *Section 02 – Code Authority and Compliance, Paragraph A (2) (a)*.
- (5) Vicinity Map(s): Furnish on the first sheet of the drawings a Vicinity Map with direction and distances from the nearest town, city, or well-known community feature. The map should be of adequate scale and annotated with ample directions, so persons unfamiliar with the area may easily locate the job site.

- (6) Site Plan(s), drawn in sufficient scale, showing accurately and in detail (a) Overall dimensions, (b) Adjoining streets and property lines, (c) North arrow and graphic scale, (d) Overall plan, orientation, and location of existing and proposed work; location to be shown by dimensions from existing reference points, (e) Contours (existing and proposed), including final grade elevations at all building corners and along building perimeters at such points as landings, walks, etc., (f) Floor elevations of proposed and existing work, (g) Intended locations of future work or additions, (h) Walks, drives, or other features relative to the work including slopes and cross-slopes of accessible routes, (i) Locations and critical elevations of existing and proposed utilities, wells, disposal fields, etc., (j) Benchmark(s), (k) Parking facilities, including requirements for the physically handicapped, (l) Soil investigation data (separate presentation of data may be referred to on Site Plan), (m) Detailed electrical and mechanical data unless shown elsewhere on separate electrical and mechanical site plans, and (n) Easements.
- (7) Life Safety Plan: The life safety plan(s) submitted with the preliminary plans shall be updated and incorporated into the final plans.
- (8) Floor Plans: Architectural "Working Drawings" of the floor plans of each floor should preferably be drawn at a scale of one-fourth inch per foot, but in no case less than one-eighth inch per foot. For large projects where the entire plan of the building cannot be shown on one sheet, a "Key Plan" shall appear on each of the working drawing plan sheets to designate the portion of the project to which each sheet applies. Each Architectural floor plan sheet must provide dimensions, room titles, north arrow, floor elevations, etc., for all the elements of that floor of the building and provide reference, by sheet number or symbols, to complementary data contained elsewhere in the drawings. Principal elements of the structural, mechanical, and electrical plans must be shown and noted where they influence the Architectural plan. Drawings at a scale of not less than one-fourth of an inch must be furnished for congested areas, toilet rooms, and areas in which equipment, etc., must be accurately located. Electrical, mechanical, and structural plans should not (for clarity) be superimposed upon finished Architectural floor plans.
- (9) Roof Plan: The roof plan should be at the same scale as the floor plans, or at a scale sufficiently large, to present with clarity: materials used, locations of valleys, ridges, cants, saddles, crickets, gutters, down spouts; projections through the roof such as skylights, chimneys, exhaust ducts or vents, penthouses, etc., changes in roof elevation; direction and amount of slopes, or other significant conditions. A positive slope of not less than 1/4 inch per foot shall be provided for all roofs in new construction. Positive drainage is required for all re-roofing work. "Positive drainage" means no standing water on the roof 48 hours after a rain.
- (10) Elevation Drawings: Illustrate all sides of the building, and other elevation drawings necessary to show all exterior wall surfaces, should be drawn to the same scale as the plans. These may be sectionalized to correspond to the plan

sheets. In cases of very large projects, exception may be made and the use of a scale of not less than one-sixteenth inch to the foot may be used in order to show an entire elevation. If this is done, notations should be made to refer to the appropriate sectionalized plan drawings, and the necessary supplementary elevations provided at a scale of one-eighth inch to the foot. The elevations must clearly show the complete exterior and should include the following information: grade elevations, vertical dimension to floors, ceilings, roof slabs, materials, footings dotted-in and with noted elevation levels (if not clearly shown elsewhere), identification and scale.

- (11) **Building Sections:** Building sections should be furnished to clearly show any special conditions, special and typical room elevations, stairs, corridors, furred spaces, equipment and fixture locations; floor, wall, ceiling and roof construction; dimensions, levels, thicknesses and finishes.
- (12) **Details and Detail Sections:** Details and detail sections must be furnished and drawn to a scale large enough for clarity. These shall clearly show typical and special wall construction; dimensions and levels from roof to footings; typical and special window heads, jambs, sills, mullions, etc.; typical and special door heads, jambs, sills, transoms; special construction conditions or special Architectural features; cabinets, shelves, racks, wardrobes, chalkboards and tackboards, special equipment; stair risers, treads, landings, newels, rails, and construction features; typical and special trim.
- (13) **Foundation Plans:** The foundation plans must be drawn at the same scale as the floor plans and contain sufficient information (or be supplemented by the necessary information in the form of large scale details, sections, schedules, notations, etc.) to indicate the size, shape, material, reinforcing, depths and elevations of footings and piers, columns, beams, walls, steps, slabs, openings, etc.; and all the dimensions necessary for the layout of the building. Foundation plans may be combined with limited basement plans if clarity is not sacrificed.
- (14) **Structural or Framing Plans:** Structural plans or framing plans must be furnished, drawn at the same scale as the Architectural plans. These plans shall clearly locate, describe and dimension foundations, footing elevations, columns, beams, girders, joists, studs, bolts, anchors, slabs, and reinforcing; floor and roof construction; lintels, purlins, trusses, bridging, etc. They must be accompanied by sufficient details, schedules, and notes to completely describe all the structural elements. They must contain a table of design loads used in their preparation.
- (15) **Plumbing Plans:** Plumbing plans must be furnished, drawn to scale no smaller than the Architectural plans with minimum 1/8" lettering. Include north arrow and graphic scale on all plan drawings. They shall include layouts of storm drainage piping, sanitary waste and vent systems, complete water supply systems, and gas supply and distribution; water, waste, and vent riser diagrams; location of all plumbing fixtures and equipment, and sewage disposal system. Plans shall include

all the necessary details, legends and fixture and equipment schedules. Include details for piping connections to fixtures and equipment and notes to fully and clearly describe the required work. They shall show pertinent floor elevations and grades and shall be accompanied by a plumbing site plan to show the location, type, size, and extent of exterior lines, connections, and equipment (provided this information is not shown elsewhere). Floor plans shall indicate room names and numbers as shown on the Architectural plans. Plumbing plans must be prepared in accordance with acceptable engineering practice, the International Plumbing Code as currently adopted in the State Building Code, the current Alabama Building Energy Code, and requirements of the State Department of Public Health for water supply and sewage disposal. For projects involving demolition and/or renovation of existing systems, provide drawings adequately depicting the extent of the demolition, the extent of the existing system which is to remain (if any), and the location and method of connecting the existing and new systems.

- (16) **Mechanical Plans:** Mechanical plans shall be furnished, drawn at the same or larger scale as the Architectural plans with minimum 1/8" lettering. Include north arrow and graphic scale on all plan drawings. Except on very simple installations, these plans must be separate from the plumbing plans. They must fully and clearly define the sizes, types, locations, grades and levels, and installation of all equipment, piping, and ductwork. Single line indication for ductwork is not acceptable; these shall be drawn to scale showing sizes of ducts, dampers, grilles, outlets, etc. All mechanical equipment rooms must be drawn at a scale of not less than one-fourth inch per foot, accurately locating all equipment, duct, piping, and other system components, and identifying adequate space for access to equipment and components for maintenance. Sections through equipment rooms must be provided for congested areas. Mechanical plans shall show rated capacity, efficiency, and operating conditions for all equipment; necessary details, legends, piping diagrams, and schedules; plumbing and electrical connections; system controls and other data to confirm compliance with the International Mechanical Code as currently adopted in the State Building Code, the current Alabama Building Energy Code, and applicable NFPA standards. Floor plans shall indicate room names and numbers as shown on the Architectural plans. For projects involving demolition and/or renovation of existing systems, provide drawings adequately depicting the extent of the demolition, the extent of the existing system which is to remain (if any), and the location and method of connecting the existing and new systems. Outside air ventilation calculations must be indicated on the mechanical drawings.
- (17) **Fire Protection Plans:** Fire protection plans may be separate or combined with the plumbing plans. All areas to receive automatic sprinkler system protection shall be clearly identified as to hazard classification. At a minimum, plans shall indicate water supply to the building, outside control valve(s), fire department connection, sprinkler and standpipe risers, fire hose cabinets, and building zone control valve locations. Provide enlarged plans, at a scale not less than one-fourth

inch per foot, for fire pump installations. Plans shall indicate general layout of equipment and piping to verify adequate space for installation, operation, and maintenance and shall include fire pump, jockey pump, controllers, test header, ventilation fans, etc.

- (18) **Electrical Plans:** Electrical plans shall be furnished, drawn to the same scale, or larger, as the Architectural plans with minimum 1/8" lettering. Except for very simple installations, the electrical plans shall be separate from the Architectural plans and the plans of other disciplines. They shall be prepared in accordance with requirements of the National Electrical Code currently adopted in the State Building Code and designed to confirm compliance with the energy code currently enforced by the State of Alabama. At a minimum, the electrical plans shall: (a) Consist of lighting, power, fire alarm and auxiliary systems, (b) Show room names and numbers and north arrow as shown on the Architectural plans, with door swings also shown on the lighting plans, (c) Show, using standard symbols and notations, all electrical equipment, devices and fixtures; all connections inside and outside; schematic representations of branch circuits indicating locations and sizes of all conduits and cables or wiring by schematic representation of branch circuits on floor plans; circuits noted by numbers; names and capacities of special outlets; location and details of switchboards, motor control centers, power panels, lighting panels, lighting control panels and other equipment; locations of fire alarm appliances and control panels; locations of auxiliary systems components, (d) Adequately depict the extent of any required demolition of existing electrical systems, the extent of existing systems to remain (if any) and location and method of connecting any existing and new systems (if required), (e) Be supported by electrical legends, details, single line diagrams, power riser diagrams, panel schedules and lighting fixture schedules, and (f) Be coordinated with the specifications.
- (19) **Special Systems Plans:** Special Systems plans must be sealed by a design professional registered in the State of Alabama. These plans include, but are not limited to, food service, audio visual, etc.

EXHIBIT F
BID PROCEDURES

Bid Procedures included in this Exhibit are summarized from Title 39, "Public Works Law", and do not contemplate every circumstance that may occur in the bidding of a public project. The Owner and Design Professional shall endeavor to execute the procurement phase in accordance with Alabama Bid Law and seek legal advice where warranted. In the event of conflicts between this Exhibit and the Alabama Public Works Law, the Alabama Public Works Law shall control.

- A. Procedures for Issuing Plans and Specifications: Title 39, "Public Works Law," stipulates the procedures for issuing plans and specifications to bidders. In accordance with the Law, with assistance from the Design Professional, the Owner will determine: (a) the amount of the deposit to be charged for bid documents, and (b) a reasonable, or adequate, number of sets of bid documents that may be obtained by prime Contractor bidders with a fully refundable deposit (2 sets is typical). The size and complexity of a project will be considered in making these determinations.
- B. Advertisement for Bids: Alabama Code 39-2-2 requires the Owner to advertise for sealed bids once a week for three consecutive weeks for public works projects in excess of \$50,000. The advertisement is to be published in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed. If the project involves an estimated amount in excess of \$500,000, the Owner must also advertise for sealed bids at least once in three newspapers of general circulation throughout the state. Exceptions may be made in cases of emergencies affecting public health, safety or convenience, so declared in writing by the Owner, setting forth the nature of the danger involved in any delay.
- (1) The advertisement is to be prepared and its publication arranged for by the Design Professional. The published text of the advertisement is to be bound in the Project Manual. Proof of publication should be obtained from the newspaper(s) and shall be retained by the Design Professional. A sample *Advertisement for Bids* (ACCS Form 5-A) is included in the *Attachments* to this Manual. The Design Professional should closely follow the language and format of the sample while incorporating project-specific information necessary to legally describe the solicitation, including:
- (a) Brief description of the scope of the work,
 - (b) Where, in the Owner's offices, plans and specifications are on file for examination,
 - (c) Procedure for obtaining plans and specifications,
 - (d) Time and place in which bids shall be received and opened publicly,

- (e) Whether prequalification is required and where all written prequalification information is available for review,
 - (f) If applicable, a statement to the effect that attendance of a pre-bid conference is a mandatory prerequisite for bidding.
- C. Invitation to Bid for Declared Emergency Projects and Projects less than \$50,000: Exceptions may be made in cases of emergencies affecting the public safety, health, or convenience, so declared in writing by the Owner, setting forth the nature of the danger to the public safety, health, or convenience which would result from delay. Contracts may be let to the extent necessary without public advertisement. The actions and reasons therefore should be made public by the Owner. An Emergency Declaration allows Owners and Design Professionals to legally solicit proposals from at least three (3) different Contractors for any repair and/ or replacement work without advertisement for bid. An Advertisement for Bid is not required by state law for public works projects costing \$50,000 or less. When bids are solicited for ACCS projects, whether under an Emergency Declaration or not, an *Invitation to Bid* (ACCS Form 5-B) shall be utilized in lieu of the Advertisement for Bids. Documentation must show that at least three (3) proposals were solicited, regardless of the number that respond. A Tabulation of Bids must be issued.
- D. Prequalification of Bidders: Each bidder is required to file with his or her bid a cashier's check or bid bond payable to the Owner for an amount not less than 5% of the Owner's estimated cost or of the Contractor's bid, but no more than \$10,000 is required. The bid guaranties "shall constitute all of the qualifications or guaranty to be required of Contractors as prerequisites to bidding for public works." (Alabama Code § 39-2-4)
 - (1) If the Owner proposes to prequalify bidders, it must comply with the provisions of the Public Works Law, Ala. Code § 39-2-4.
 - (2) The Owner must establish written prequalification procedures and criteria in accordance with the law.
 - (3) *The Advertisement for Bids* (ACCS Form 5-A) must identify where the published procedures and criteria are available for review. The prequalification publication may run concurrently with the *Advertisement for Bids* provided it produces the required advance notice.
 - (4) Prequalification deems a Contractor a "Responsible Bidder" for purposes of award unless the prequalification is revoked by the Owner in accordance with the law.

- (5) The American Institute of Architects (AIA) publishes standard procedures and forms which may be used in the prequalification process with modification as needed to address specific needs of a project.
- E. **Pre-Bid Conference:** A pre-bid conference is mandatory for all projects. The pre-bid conference will allow for answers to questions and clarification of issues. The conference should be held well in advance of the bid date in order to provide ample time to issue addenda responding to questions raised during the conference but must be held at least seven (7) business days before the bid date. See the *Pre-Bid Conference Checklist* (ACCS Form 5-D) for outline of topics to be presented at the pre-bid conference.
- F. **Receipt and Opening of Bids:** Bids must be received at the location, date and time stated in the *Advertisement for Bids* or at a location, date, and time subsequently stated in a published Addendum to the bid documents. No bids shall be received after the designated time. After all bids received and before bid opening, available funds shall be announced. All bids shall be opened and read publicly. Bidders must follow all requirements of the *Instructions to Bidders* or risk disqualification of their bid. Any discrepancies observed upon opening bids shall be publicly noted at that time. Each bidder's compliance with the following statutory requirements are the minimum elements to be verified upon opening of bids:
- (1) **Delivery Envelope:** Title 34, Chapter 8, Code of Alabama, 1975, requires licensing for general contracting when the cost of the work exceeds amounts established by the State Licensing Board for General Contractors. Under this law it is incumbent upon the Design Professional and Owner to require each bidder to show evidence of this license before bidding. In the absence of such evidence, a bid shall not be received or considered. Therefore, the outside of the envelope in which a bid is delivered must bear the bidder's name and state license number for general contracting and the envelope must be sealed. The bid must not be received in the absence of any of these features. The sum being bid may be changed by the bidder by writing the change in price, over the bidder's authorized signature, on the envelope; however, if the sum being bid is revealed on the envelope, the bid no longer constitutes a "sealed bid" and must not be received. No change in price may be made after the time designated for receipt of bids.
 - (2) **Bid Security:** Bid security must be furnished with bids in excess of \$50,000.00. Bid security shall be in the form of a bid bond (executed by a surety company duly authorized and qualified to make such bonds in Alabama) or a cashier's check (drawn on an Alabama bank) payable to the Owner. The amount of the bid security must be not less than of 5% of the Owner's estimated cost of the work or of the Contractor's bid but is not required to be more than \$10,000.00. If a bid bond is furnished in lieu of a

cashier's check, the standard *Form of Bid Bond* (ACCS Form 5-F) is to be used.

- (3) Proposal Form: In addition to all pricing requirements, the standard *Proposal Form* (ACCS Form 5-E) should be checked for acknowledgment of all addenda, identification of bid security, complete legal signature, and complete identification of data regarding the bidder's state licensing for general contracting.
 - (4) Accounting of Sales Tax: Submission of a completed standard *Accounting of Sales Tax* (ACCS Form 5-H) is required; it is not optional. A bid will be rendered non-responsive if it fails to provide an *Accounting of Sales Tax*. This Form must be submitted together with the *Proposal Form*.
 - (5) After bids have been opened, the apparent low bidder may be determined. However, actual determination of the lowest responsible and responsive bidder may only be made after the bids have been tabulated, reviewed, and evaluated within the time period specified in the *Instructions for Bidders* or any supplements thereto. All bids shall be made available for public review and inspection by all bidders at the location of the bid opening for a reasonable period of time after they are opened.
- G. Delayed Receipt of Bid Alternate Pricing: For projects with numerous bid alternates, the Owner may allow the bidders to delay submission of bid alternate prices for a short period (not to exceed two hours) after they have submitted their base bids. If this procedure is to be utilized, it must be stated in the *Advertisement for Bids*.
- H. List of Major Sub-Contractors and Suppliers: As stated on the Proposal Form, each bidder "...declares that a list of all proposed major subContractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bidding documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids." Upon opening of bids, bidders should be reminded of this requirement and the time by which the information is to be provided.
- I. *Certified Tabulation of Bids*: After bids have been received, the Design Professional shall check and tabulate all bids, certifying that the bids were received sealed, publicly opened and read aloud at the time and place advertised, and that it is a true and correct tabulation of all bids received for the project. This tabulation shall be signed by the Design Professional, notarized, and furnished to the Owner and the ACCS Facility Division. If a bid is incomplete, qualified, or bears any condition or irregularity that may affect its responsiveness, the Design Professional shall note this information on the tabulation. The sample *Certified Tabulation of Bids* (ACCS Form 5-J) can be utilized or modified to facilitate project-specific bid requirements.
- J. Bid Errors, Discrepancies, and Mistakes

- (1) Errors and Discrepancies in the Proposal Form shall be governed pursuant to Public Works Law, Ala. Code § 39-2-7.
 - (2) Mistakes within the Bid: The Public Works Law, Ala. Code § 39-2-11 permits a low bidder discovering a mistake in its bid to seek withdrawal of its bid without forfeiture of its bid guaranty under the conditions set forth therein.
- K. Return of Bid Security shall be governed pursuant to the Public Works Law, Alabama Code § 39-2-5.
- L. Retention of *Proposal Forms*: The Owner must keep a permanent record of the original bid proposals, the proposal envelopes with any changes in bid prices, and in general all documents pertaining to the bids received and the award of a contract. These records shall be open to public inspection.
- M. Determination of the Lowest Responsible and Responsive Bidder shall be governed by Public Works Law, Ala, Code § 39-2-6. Through the *Certified Tabulation of Bids*, the Design Professional is required to record the relationship of the bids and any bid conditions or irregularities that may affect the responsiveness of any proposal. The final responsibility of determining the lowest responsible and responsive bidder rests with the Owner.
- (1) Determination of the Lowest Bidder: When bid alternates are used, the method defined in "Determination of Low Bidder by Use of Alternates" in the Instructions to Bidders must be followed exactly. Where all, or part(s), of the planned work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest bidder. In cases of error in the extension of prices of bids, the unit price will govern. Unit prices for application to potential changes in the work are not a basis for determining the lowest bidder.
 - (2) Determination of the Lowest Responsive Bidder: As defined by Public Works Law, Ala. Code § 39-2-6, "A responsive bidder is one who submits a bid that complies with the terms and conditions of the invitation to bids. Minor irregularities in the bid shall not defeat responsiveness." Upon receipt of the Certified Tabulation of Bids and bid proposals from the Design Professional, the Owner must determine whether the lowest bidder is responsive. If the lowest bid is determined to be non-responsive, then this determination must be made of the second, third, etc., lowest bidders until the lowest responsive bidder is determined. In determining the lowest responsive bidder, the Owner has the discretion to waive technical errors and omissions in bid proposals; but it may not waive statutory requirements or ACCS Facilities Division rules.
 - (3) A Bid Must Be Rejected If:

- (a) It does not bear the full, legal description of the bidder,
 - (b) It is not submitted with the required bid security,
 - (c) It does not bear an authorized signature of the bidder,
 - (d) It is for more than the amount requiring licensing pursuant to Title 34, Chapter 8, Code of Alabama, 1975 and does not bear the information regarding the bidder's state license for general contracting.
- (4) A Bid May Be Rejected If:
- (a) It contains any omissions, alterations of forms, additions not called for, conditional bids, alternate bids not called for, incomplete bids, erasures, or irregularities of any kind.
 - (b) All, or part(s), of the planned work is bid on a unit price basis and any of the unit prices are obviously unbalanced or non-competitive. This does not apply to unit prices requested for application to *Change Orders*, which may be rejected without rejecting the entire bid.
- (5) Determination of Responsible Bidder: As defined by Public Works Law, §39-2-6, "A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract." The Owner must determine which is the lowest responsible and responsive bidder by verifying whether or not the lowest responsive bidder is properly licensed by the State Licensing Board for General Contractors and is otherwise a "responsible bidder." Bidders prequalified to bid pursuant to prequalification procedures and criteria published by the Owner are deemed "responsible bidders". If the lowest responsive bidder is found not to be responsible, the Owner may then consider the second, third, etc., lowest responsive bidders to determine the lowest responsible and responsive bidder. Upon any reasonable cause, the Owner has the right to reject any or all bids.
- N. Negotiations to Reduce Cost: Pursuant to ACT#2021-334, when two or more bids are received, and all bids exceed available funding for the contract, the Owner may negotiate for the work with the lowest responsible and responsive bidder provided that the Owner can document the shortage of funding, that time is of the essence, and that the negotiated changes are in the public interest and do not materially alter the scope and nature of the project.
- O. Disqualification of Bidders: Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

- (1) Collusion as set forth in Public Works Law, Ala. Code § 39-2-6: "Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders to be disqualified from submitting further bids to the Owner on future lettings."
- (2) Advance Disclosure as set forth in Public Works Law, Ala. Code § 39-2-6: "Any disclosure in advance of the terms of a bid submitted in response to an advertisement for bids shall render the proceedings void and require advertisement and award anew."

*****END OF ACCS MANUAL OF PROCEDURES*****

ATTACHMENTS

SCHEDULE OF ATTACHMENTS

The documents listed herein shall be utilized for all ACCS projects where the engagement of a design professional and/or general Contractor is required to perform the necessary work. The Agreements, Standard Articles, General Conditions, and all ACCS forms are included in the Attachments to this Manual, and are available online at the ACCS website.

Forms in **Bold Typeface** shall be included in the Project Manual, along with a statement requiring the General Contractor to prepare the Bid Proposal in compliance with the requirements of this ACCS Manual of Procedures, current edition. Utilize the Advertisement for Bids or Invitation to Bid as applicable to the project.

1. PROFESSIONAL SERVICES CONTRACT, STANDARD ARTICLES AND AMENDMENTS
 - (a) ACCS Form 1-A: Agreement between Owner and Architect
 - (b) ACCS Form 1-B: Standard Articles of the Agreement between Owner and Architect
 - (c) ACCS Form 1-C: Checklist for Preparing the Agreement between Owner and Architect
 - (d) ACCS Form 1-D: Amendment to the Owner/ Architect Agreement
 - (e) ACCS Form 1-E: Sample Table of Authorized Projects Under the Agreement
2. CONSTRUCTION CONTRACT, GENERAL CONDITIONS AND AMENDMENTS
 - (a) **ACCS Form 2-A**: Construction Contract
 - (b) **ACCS Form 2-B**: General Conditions of the Construction Contract
 - (c) **ACCS Form 2-C**: Sample Performance Bond
 - (d) **ACCS Form 2-D**: Sample Payment Bond
 - (e) **ACCS Form 2-E**: Checklist for Preparing the Construction Contract and Bonds
 - (f) **ACCS Form 2-F**: Sample Contract Change Order
 - (g) **ACCS form 2-G**: Sample Change Order Justification
 - (h) **ACCS Form 2-H**: Checklist for Preparing Contract Change Order
3. REQUIRED ATTACHMENTS TO ALL AGREEMENTS

- (a) Alabama Vendor Disclosure Statement, available at <https://examiners.alabama.gov/PDF/publications/Vendor-Disclosure-Statement.pdf>.
 - (b) E-Verify Memorandum of Understanding, available at <http://immigration.alabama.gov/eVerify.aspx>. The federal E-Verify website may be accessed at <https://www.e-verify.gov/employers/enrolling-in-e-verify>.
4. DESIGN PHASE FORMS
- (a) ACCS Form 4-A: Transmittal of Plans and/ or Specifications
5. CONSTRUCTION PROCUREMENT FORMS
- (a) **ACCS Form 5-A:** Sample Advertisement for Bids
 - (b) **ACCS Form 5-B:** Sample Invitation to Bid
 - (c) **ACCS Form 5-C:** Instructions to Bidders
 - (d) **ACCS Form 5-D:** Pre-Bid Conference Checklist
 - (e) **ACCS Form 5-E:** Sample Proposal Form
 - (f) **ACCS Form 5-F:** Sample Bid Bond
 - (g) **ACCS Form 5-G:** Contractors Statement of Responsibility for Construction of Tornado Storm Shelters
 - (h) **ACCS Form 5-H:** Accounting of Sales Tax for Bid Purposes
 - (i) Sales and Use Tax Certificate of Exemption, available at <https://revenue.alabama.gov/wp-content/uploads/2017/05/ST-EXC-01.pdf>
 - (j) **ACCS Form 5-J:** Sample Certified Bid Tab
6. CONSTRUCTION PHASE FORMS
- (a) **ACCS Form 6-A:** Pre-Construction Conference Checklist
 - (b) **ACCS Form 6-B:** Pre-Roofing Conference Checklist
 - (c) **ACCS Form 6-C:** Sample Field Observation Report
 - (d) **ACCS Form 6-D:** Sample Application and Certificate for Payment
 - (e) **ACCS Form 6-E:** Sample Schedule of Values

- (f) **ACCS Form 6-F:** Sample Inventory of Stored Materials
- (g) **ACCS Form 6-G:** Checklist for Preparing Final Pay Application
- (h) **ACCS Form 6-H:** Sample Progress Schedule and Report
- (i) Reserved.
- (j) **ACCS Form 6-J:** Certification of Structural Observations
- (k) **ACCS Form 6-K:** Certificate of Substantial Completion
- (l) **ACCS Form 6-L:** General Contractors Roofing Guarantee
- (m) **ACCS Form 6-M:** Sample Form of Advertisement for Completion
- (n) **ACCS Form 6-N:** Contractors Affidavit of Payment of Debts and Claims
- (o) Reserved.
- (p) **ACCS Form 6-P:** Contractors Affidavit of Payment of Release of Liens
- (q) **ACCS Form 6-Q:** Consent of Surety to Final Payment

*****END OF SCHEDULE OF ATTACHMENTS*****