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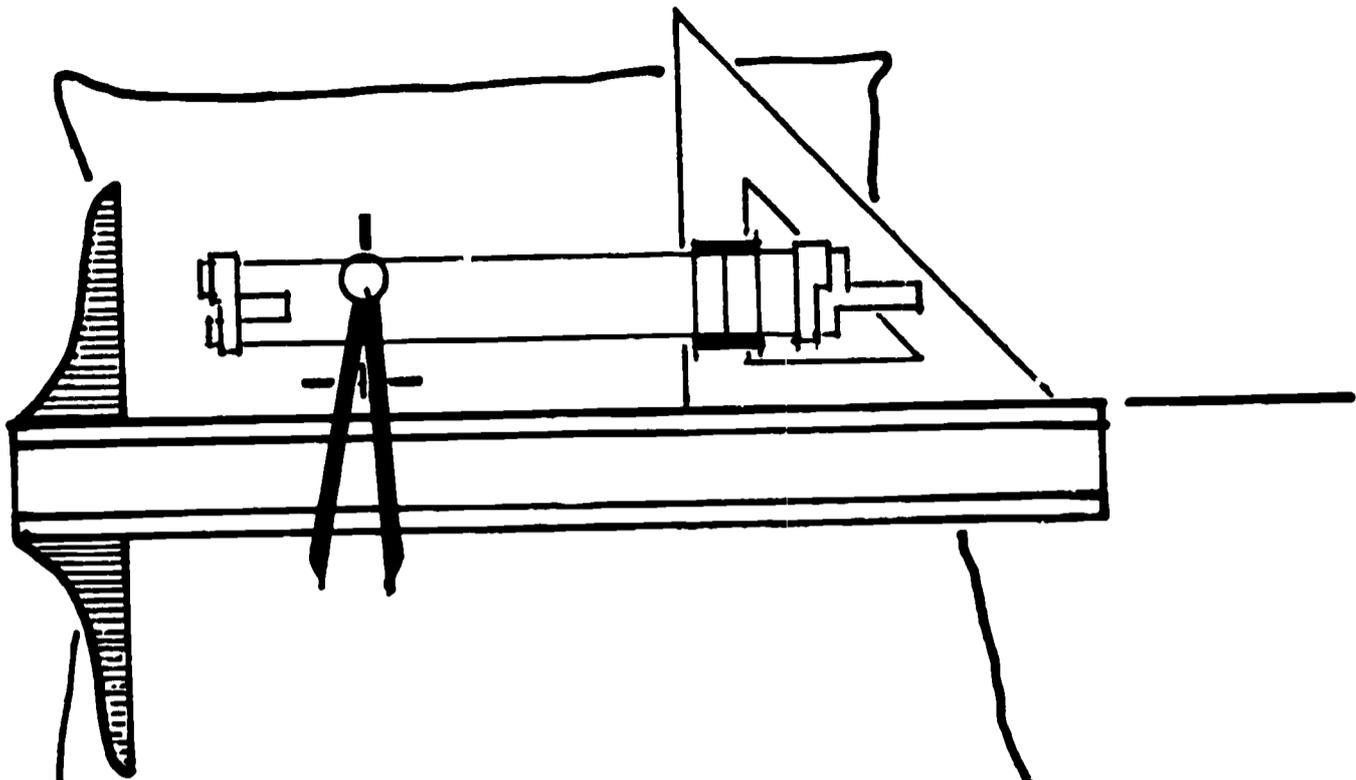
By Adams, Hugh D.; And Others  
Handbook on Architectural Services.  
Alabama State Building Commission, Montgomery.  
Pub Date 1 Jun 68

Note- 54p.

EDRS Price MF-\$0.25 HC-\$2.80

Descriptors- Architects, \*Architectural Elements, Building Materials, Contracts, \*Educational Specifications, Legal Responsibility, \*Planning, School Buildings, \*School Construction, Standards, \*State Agencies

Alabama State Building Commission policies and procedures are established for the use of all agencies, architects, and engineers working under the jurisdiction of the Commission. All school construction with the exception of mobile classroom units is covered, and general procedures are outlined followed by the requirements for plan submittals. Emphasis is placed on the owner supplying the architect with adequate information concerning the program and the establishment of budget requirements. The requirements for plan submittals include: minimum design, schematic drawings, preliminary planning data, and final plans and specifications. Included in the appendix are legal references as well as sample forms for Owner-Architect Agreement, Advertisement for Bids, Performance Bond and Change Orders. (NI)



HANDBOOK ON  
 ARCHITECTURAL SERVICES



STATE OF ALABAMA  
 BUILDING COMMISSION  
 STATE OFFICE BUILDING  
 MONTGOMERY, ALABAMA

REVISED JUNE 1, 1968

# **STATE BUILDING COMMISSION**

**STATE OFFICE BUILDING**

**MONTGOMERY, ALABAMA 36104**

**U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE  
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## **HANDBOOK ON ARCHITECTURAL SERVICES**

**REVISED JUNE 1, 1968**

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**STATE BUILDING COMMISSION**  
**HANDBOOK ON**  
**ARCHITECTURAL SERVICES**  
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## FOREWORD

This handbook establishes State Building Commission policies and procedures. It is intended for the use of all Public and Non-Public Agencies, Architects and Engineers employed for work under the jurisdiction of this Commission. This jurisdiction includes all school construction regardless of the method of financing or source of funds, as well as other types of construction (See Appendix A). The requirements established herein are applicable to all projects, except mobile type classroom units.

For specific requirements pertaining to mobile type classrooms, see our Handbook On Mobile Classroom Units. This type of unit is classified as a plant manufactured self-contained unit complete with pre-fabricated floor, walls and roof construction suitable for transporting on the highways of the State of Alabama. These units must fully meet all requirements for portability, requiring a minimum amount of "on-site" work to assemble and/or to disassemble for relocation to another site.

Submittals to this office must be made in accordance with the procedures established herein. Our approval of plans, specifications and contract documents in no way relieves the Architect/Engineer of his responsibility for the accuracy and completeness of these documents, nor compliance with required State and City codes or ordinances.

Every effort should be made in the design of all projects to assure an award within funds available. It is the responsibility of the Architect/Engineer to keep the Director and Owner informed, in writing, of any revisions that might be required in the project cost estimate.

Alternate bids must be included as either all additive, or all deductive. These alternates must be considered in the order in which they are listed in determining the low bidder. See "Instructions For Preparation of Proposal Alternates" included herein.

# **GENERAL PROCEDURES**

## **GENERAL PROCEDURES**

### **I. LAW**

The planning and execution of construction projects shall be in accordance with all applicable laws, rules, ordinances, etc. See Appendix A.

### **II. CONTRACTS**

Contracts for achitectural services or for construction work must be upon forms approved by the Director of Technical Staff of the State Building Commission, or in the case of locally financed projects, by the State Superintendent of Education. See Appendix B and Appendix E.

Normally five (5) copies of architectural contracts and six (6) copies of construction contracts are required to be executed and submitted for approval of the Director. For special State Building Programs, there will be issued Special Document Procedure Data.

### **III. FEES**

Fees for architectural services will not exceed those allowed in the approved Owner-Architect Agreement unless for remodeling, which will be determined by the Director. See Appendix B, Articles 1, 2, and 3.

### **IV. SUBMISSION, REVIEWS AND APPROVALS**

a. The system of reviews and the Owner-Architect Agreement are designed to accomplish:

- (1) A thorough planning program.
- (2) Schematic and preliminary plans which will fully develop the planning program.
- (3) Keeping the matter of estimated construction costs up to date at all times by written notification to the Director and Owner.
- (4) Arrival at all major decisions by the time of completion of preliminary planning.
- (5) Complete and accurate final plans and specifications.
- (6) Approval by Director of all bid dates.

b. The following submittals must be made in the order listed for review and approval of the Technical Staff of the Building Commission, and any other state or federal agency concerned. Where other agencies are concerned, send submittals to both offices simultaneously.

- (1) Schematic Drawings. (One set — black and white, or blue line prints).
- (2) Preliminary Plan Data. (Two sets — black and white, or blue line prints).

(3) Final Plans & Specifications. (Two sets — black and white, or blue line prints).

(4) Changes to the final plans and specifications. (Two copies).

**c. The Planning Program Must Be Submitted With Schematic Drawings.**

d. Conferences from which final decisions are expected should not be scheduled until the review of the material submitted is completed by the Technical Staff. Completion of reviews may not normally be expected in less than five (5) days after receipt of the material.

e. Approvals or requests for revision and resubmission shall be made by letter.

f. The review comments are made as constructive criticism, suggestions, questions, or recommendations, and are not necessarily final or mandatory unless there are Building Code violations. However, when the material is "approved with comments" compliance is expected in absence of reply by the Architect or the Owner explaining the reason for non-concurrence.

g. The Architect should not proceed with work on final plans and specifications until receipt of approval of the Preliminary Plan Data.

h. Final plans and specifications must not be issued to bidders, or bid dates established, until approval of the final plans and specifications has been made by the Technical Staff of the Building Commission, or a conditional approval has been received and its conditions fulfilled. It is the responsibility of each architect or engineer to schedule and prosecute his work in a manner that will allow adequate time for submissions and reviews by the Building Commission.

i. Changes to the approved final plans and specifications must be submitted to the Building Commission as follows:

(1) By addenda, if made prior to bid date.

(2) By Change Order Agreements, if made after the construction contract is signed.

Change orders must clearly describe, with drawings if necessary, the extent of the agreed changes; must be signed by the Owner and the Contractor; must include a detailed cost break-down by the Contractor; and must state the amount of adjustment and the new contract amount. Proposed change orders should be submitted for approval with a transmittal letter, outlining the reasons for changes, prior to the performance of work resulting from their execution.

j. After bids have been received, the architect shall submit a cost tabulation as follows:

Total Project Cost	\$ _____
Site improvements	\$ _____
Plumbing	_____

Heating \_\_\_\_\_

Electrical \_\_\_\_\_

Building (s) .....sq. ft. @ \_\_\_\_\_

Overall Project sq. ft. cost \_\_\_\_\_

**V. EXTENSION OF TIME**

**Rain:** The basis for consideration of rain stoppage, by the architect and the Building Commission, will be based on the actual days of rain (when no work can be performed) compared against the average rainfall by confirmed reports from Weather Bureau, of the 5 years prior. Not only must there be an excess proved over the prior 5-year average, but there shall be notations as to the actual dates on which rain did stop work (a Saturday or Sunday rain which did not stop all payrolls on the following Monday would not be considered a delay in construction).

**Strikes:** A strike on a job is a justifiable condition for consideration of extension of time. However, to justify an extension on an entire project, the strike would have to be a general strike during which no trades or work could be accomplished. It could develop where strikes or work stoppage at manufacturers plants or walkouts of particular trades on the job would have some group continuously but alternately delayed during an entire job. This will not justify a complete Extension of Time — only a proportion to the amount of the whole project.

**VI. INSTRUCTIONS FOR PREPARATION OF PROPOSAL ALTERNATES**

When the Owner and the Architect deem that alternate bids are necessary in order to reduce the lowest base bid to a Contract Price within the funds available for the project, any alternative from the base bid shall constitute cumulative deductions from the base bid, and in determining the lowest bidder, the Owner will proceed to consider the bids upon the basis of the base bids of all bidders minus the respective reductions stated for the first alternate, and if the lowest bid so determined is not then within the funds available, the Owner will proceed to consider the base bids minus the first and second alternates together to determine the lowest bid, and in like manner throughout all alternates, if need be, so that in no event will there be any discretion as to which alternate or alternates will be used in determining the lowest responsible bidder.

When the Owner and the Architect agree that alternate bids are advisable in order to obtain prices for the addition of necessary items not included in the base bid because of possible bid variations from the estimate cost, and the lowest base bid is less than the amount of funds available for the project, any additive alternates included shall constitute cumulative additions to the base bid, and in determining the lowest bidder the Owner will proceed to consider the bids upon the basis of the base bids of all bidders plus the respective additions stated for the first alternate, and if the lowest bid so determined is less than the funds available the Owner will proceed to consider the base bids plus the first and second alternates together to determine the lowest bid, and in like manner throughout all alternates, if need be, so that in no event will there be any

discretion as to which alternate or alternates will be used in determining the lowest responsible bidder.

When the lowest responsible bidder has been determined as above set forth, the Owner may accept or reject any alternates deductive or additive.

Alternates must be included as either **all** additive, or **all** deductive.

## **VII. SUPERVISION OF CONSTRUCTION**

- a. Architects shall transmit to the Building Commission copies of their job inspection reports, containing progress reports as well as inspection notes and instructions. These may be combined for submittal at two or three week intervals except at critical stages of construction.
- b. Job inspections will be made periodically by the Building Commission Technical Staff, usually scheduled according to the Architect's progress report. Items noted will be transmitted to the Architect for appropriate action.
- c. See Appendix B, Article 7.

## **VIII. FINAL INSPECTIONS**

- a. Final inspection will be performed by the Technical Staff and/or other State Agencies as prescribed by law. The Architect or his representative shall be present.
- b. The Architect shall notify the Building Commission of the date and time of day requested for the final inspection. This notification must reach the Building Commission at least five (5) days (preferably more) in advance of the date to be scheduled.
- c. Before the date of final inspection by state agencies, the Architect shall have made an inspection in detail and shall state in his notification that the project is ready for final inspection and acceptance by the state agencies.
- d. The Architect shall notify the Contractor of the scheduled inspection date and instruct him to provide access to all parts of the Building.

## **IX. FINAL ACCEPTANCE OF COMPLETED PROJECTS**

Final approval and acceptance of completed projects by the Building Commission will be accomplished according to the governing legal statutes, after:

- a. Final inspection by the Building Commission has been made and any requirements resulting therefrom have been complied with.
- b. The Architect's own final written approval for acceptance has been received.
- c. The notarized certificate of the performance of the final completion advertisement, required by law, has been received.

## **X. PROJECT SIGN**

A project sign must be provided for all projects identifying the project and indicating that the State of Alabama is participating in the project. See Appendix N.

This sign is not required for projects financed entirely by local and/or federal funds.

# **REQUIREMENTS FOR PLAN SUBMITTALS**

## REQUIREMENTS FOR PLAN SUBMITTALS

The greatest emphasis is placed upon the value of schematic and preliminary planning. A school plant should be designed to house a school program and of first importance is the determination of an educational program based on projected curriculum and type of instructional areas to be provided, to clearly establish building requirements. It is the responsibility of the Owner to furnish the Architect this information in the form of a planning program, or educational specification, and to specifically establish budget requirements. If a building is to be planned in the most efficient manner to adequately house the activities of a school and community educational program, the Architect must know in detail the program requirements. Regardless of the excellence of educational programs, however, this does not relieve the Architect of the responsibility for securing the background necessary for their proper interpretation. Visits to the school, observation of activities, conferences with the superintendent, principal, teachers, board of education and community groups are essential if the Architect is to design a truly functional school plant.

Note: The above statements regarding a comprehensive planning program for school construction are also applicable for other building types, if the Architect is to adequately perform his service in providing the Owner with the best, most functional, economical and aesthetically pleasing structure to fulfill the Owner's requirements within budget limitations.

All submittals must be accompanied by a letter of transmittal.

### I. MINIMUM DESIGN REQUIREMENTS

- a. As minimum requirements for the protection of public safety, health and general welfare, planning standards must be in accordance with, but not necessarily limited to, requirements of the following codes:

The Southern Standard Building Code.

The Southern Standard Plumbing Code.

The Southern Standard Gas Code.

The National Electrical Code.

The Fire Prevention Code (American Insurance Association).

Applicable Local Codes.

- b. In case of conflict between local codes and other codes, the most rigid requirements shall prevail.
- c. All food preparation facilities, private water and sewage disposal systems must meet requirements of, and be approved by the State Health Department.
- d. Plans and specifications must be prepared in accordance with the above requirements. The completeness of plans and specifications, as well as compliance with code requirements is a direct responsibility of the Architect/Engineer and approval of these documents by the Technical Staff of the Building Commission in no way relieves the Architect/Engineer of this responsibility.

## **II. SCHEMATIC DRAWINGS**

- a. Schematic drawings are required for all projects, except minor alteration work within existing buildings, and must be submitted for approval before development into larger scale preliminary plans. This is in order to avoid unnecessary work by the Architect on planning schemes which might not meet the approval of the state agency concerned or the Building Commission.
- b. The schematic submittal must include the following:
  - (1) Fertinent information concerning topography and/or other factors influencing the design.
  - (2) Floor plans showing room arrangement and designations. Plans should be at a scale normally not less than 1/16" = 1' 0".
  - (3) A planning program. If a new building, submit a complete planning program based on curriculum to be housed, types of instructional areas to be provided, as well as the auxiliary and service areas required. If an addition to an existing building, submit a listing of requirements from which the plans were developed.
- c. Should major changes be required in a schematic study, a new study will be made and submitted. If more than one study is required, the studies should be numbered consecutively and dated properly. Should significant changes in the original requirements occur during the development of the planning program, such changes must be listed upon the study incorporating these changes.

## **III. PRELIMINARY PLANNING DATA**

- a. Preliminary plans should be drawn at the scale intended for the final plans. Preliminary plans are not to be considered complete until approved. This approval may be given with the provision that certain minor changes will be made which will not require further review. Where changes required are extensive, a new preliminary must be submitted.
- b. The preliminary plans must contain or be accompanied with the following:
  - (1) Outline Specifications, briefly describing:
    - (a) Finishes
    - (b) Construction
    - (c) Electrical work and lighting types and intensities
    - (d) Mechanical schemes and requirements
    - (e) Unusual features or problems
    - (f) Sewage and water supply systems
    - (g) Type of proposed construction as per Code classification (Type I Fireproof, Type II Fire-Resistive, etc.)

- (2) **Estimated Construction Costs and tentative Budget Breakdown.**  
(Square foot cost, etc.)
- (3) **Site Plan drawn to scale (see Final Plan Requirements) accurately showing:**
  - (a) Overall dimensions
  - (b) Adjoining streets and property lines
  - (c) North arrow
  - (d) Contours (existing and proposed)
  - (e) Floor elevations of proposed and existing work
  - (f) Intended locations of future work or additions
  - (g) Walks, drives, or other features relative to the work
  - (h) Locations and critical elevations of utilities, wells, disposal fields, etc.
  - (i) Bench mark
- (4) **Special Information on soil conditions, unusual drainage, water supply, sewage problems, etc., affecting the plans.**
- (5) **Floor Plans showing locations, titles, and sizes of rooms and showing corridors, stairs, doors, windows, plumbing fixtures, built-in equipment (such as lab., shop, kitchen, etc.), movable equipment and furniture where essential to show efficient planning, adjacent existing and future work, and orientation.**
- (6) **Square foot area of each floor plan.**
- (7) **Elevations, as necessary, and preferably at the same scale as the plans, showing the general design, relative grades, vertical dimension, floor and ceiling levels, steps, etc.**
- (8) **Typical Wall Section(s)**
- (9) **Building Section(s), where necessary for clarity.**
- (10) **If an addition to an existing building, describe existing construction. Give area of existing building, type of construction as per Code classification, location of fire division walls (if any). Also, show location of existing toilets and exits.**

#### **IV. FINAL PLANS AND SPECIFICATIONS**

- a. **Complete plans and specifications, covering all phases of the proposed building project, should be submitted for approval to each state reviewing agency at the same time.**
- b. **Plans and specifications shall not be submitted as final documents until they have been thoroughly checked by the Architect for completeness, accuracy, etc., and in his opinion, are ready to be issued to bidders. It is imperative that this requirement be com-**

plied with and the submission of incomplete or unfinished documents will result in notification to the Architect of this fact and cause unnecessary delay in project review.

- c. All engineering plans must bear the seal and Alabama Registration Number of the engineer by whom they are prepared, or the engineer in responsible charge. In either case, the engineer's field of specialization must be in the phase of work indicated on the drawings. This is also required in the case of Architect and Architect-Engineer firms employing their own engineers.

When "In House" engineering services are approved by the Director as "purely incidental to the architecture", the name of the person by whom the plans are prepared must be shown.

Special fields of engineering not listed in ensuing paragraphs must be performed by engineers qualified in that field under the same general conditions as those listed.

- d. **Final plans will consist of:**

- (1) **Site Plan.** The site plan shall be drawn at a scale of not less than one inch to forty feet, except for an area whose longest dimension is more than 1000 feet, a scale of one inch to fifty feet (or smaller in exceptional cases) may be used. In the latter case a supplementary drawing must be made of the vicinity of the building at a larger scale. The scale of each drawing shall be noted.

The site plan shall show more completely and in detail the features required in the preliminary site plan, including soil investigation data, walks, driveways, parking areas, exterior steps, etc. Also, floor elevations and final grade elevations at all corners of the building and at such points as landings, walks, etc. Detailed electrical and mechanical data may be omitted only if shown elsewhere on separate mechanical or electrical site plans.

- (2) **Vicinity Maps**

Where projects are located in outlying districts or rural areas where the site might be difficult to locate, furnish on the first sheet of the drawings a Vicinity Map with direction and distances from the nearest town or city or well known community feature.

- (3) **Floor Plans**

- (a) Architectural "Working Drawings" of the floor plans of each floor must be drawn to a scale of not less than one-eighth inch to the foot. Floor plans of buildings less than 100 feet long should preferably be drawn at a scale of one-fourth inch to the foot.
- (b) For large projects where the normal size of drawings would not permit the entire plan of the building or buildings to be shown on one sheet at the scale of one-eighth inch to the foot, a separate drawing (not to be considered the "working drawing" of the individual elements must be prepared to show the overall dimensions and the arrangements and relationship of the various elements of the project. This supplementary drawing should be to a

scale of not less than one-sixteenth inch to the foot and should serve as a guide to the sectionalized working drawings on separate sheets. In addition, a "Key Plan" at small scale should appear on each of the working drawing plan sheets to designate the portion of the project to which each sheet applies.

- (c) Each architectural floor plan sheet must provide and clearly define all the necessary information, dimensions, room titles, orientation, 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. All elements must be accurately drawn to scale and designated as to location, size and type. Where floor elevations differ, the elevation of each shall be noted.
- (d) Principal elements to correspond with structural, mechanical, and electrical plans must be shown and noted where they influence the architectural plan.
- (e) Supplementary drawings at a scale of not less than one-fourth of an inch to the foot should be furnished of congested areas, toilet rooms, and areas in which equipment, etc., must be accurately located.
- (f) Electrical, mechanical, and structural plans should not be superimposed upon the architectural floor plans.

#### **(4) 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 the following information: materials used, locations of valleys, ridges, cants, saddles, crickets, gutters, downspouts; projections through the roof such as skylights, chimneys, exhaust ducts or vents, penthouses, etc.; changes in roof elevation; slopes, materials, or other significant conditions. A positive slope shall be provided for all built-up roofs.

#### **(5) 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.

- (6) Elevations of all sides of the building, and other elevation drawings necessary to show all exterior wall surfaces, shall be drawn to the same scale as the plans. These may be sectionalized to correspond to the plan sheets.

In case 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.

The elevations must show the complete exterior view 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.

**(7) Building Sections**

Building sections must be furnished to show clearly 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.

**(8) Details and Detail Sections**

Details and detail sections must be furnished, drawn to a scale large enough for clarity. These should 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 condition 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.

**(9) 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. See IV (c) above.

**(10) Plumbing Plans**

Plumbing plans must be furnished, drawn to scale no smaller than the architectural plans. They shall include foundation drain lines, storm and sanitary sewer lines, complete water supply system, location of all plumbing fixtures and equipment, hose cabinets, sewage disposal system (if any), gas supply and distribution (if any, and if not shown elsewhere). They shall include all the necessary details, isometric diagrams, schedules, and notes to fully and clearly describe all equipment; pipe and fitting types and sizes; and materials. They should show pertinent floor elevations and grades. They 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).

Plumbing plans must be prepared in accordance with good engineering practice, all applicable codes, and the requirements of the State Department of Public Health for water supply and sewage disposal. See IV (c) above.

**(11) Heating Plans**

Heating plans shall be furnished, drawn at the same scale as the architectural plans. 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 heating equipment and piping or ductwork. Single line indication for ductwork is not acceptable, these should be drawn to scale.

Rated capacity of heating units shall be shown, the necessary details and schedules furnished and, when requested, the design data and temperature differentials used in heat loss calculations shall be furnished. See IV (c) above.

**(12) Electrical Plans**

Electrical plans shall be furnished, drawn to the same scale as the architectural plans. They shall be prepared in accordance with the requirements of the National Electrical Code. They shall show, using standard symbols and notations, all connections inside and outside; locations and sizes of all conduits and cables or wiring; circuits noted by numbers; names and capacities of special outlets; location and details of main and branch panels or other equipment; locations and connections and controls of signals, speaker, clock system, telephone or other special systems. They must be accompanied by riser diagrams and the necessary legends, details, and schedules of fixtures. See IV (c) above.

**(13) Ventilating or Air Conditioning Plans**

Ventilating or air conditioning plans must be furnished, drawn to a scale no smaller than the architectural plans. They may be combined with other mechanical plans where practical and without sacrifice of clear readability. They should completely cover this phase of the work, giving the sizes and ratings of units or equipment, sizes of ducts, dampers, grilles, outlets, etc., plumbing and electrical connections; controls, etc. Single line indication for ductwork is not acceptable, these should be drawn to scale. They must be accompanied by all the necessary details, schedules and, when requested, the design data and temperature differentials used, notes, etc., to clearly show the extent of the work. They must comply with the above mentioned codes and regulations. See IV (c) above.

**(14) Specifications**

- (a) Complete specifications must be furnished to complement the drawings and to fully describe and define all equipment, materials, workmanship, meth-

ods, and procedures included in the contract or project. These specifications should include, in addition to the detailed specifications of the work, the Contract Documents such as the Advertisement for Bids, Proposal Form, Labor and Material Bond Form, Instructions to Bidders, General Conditions of the Contract, and Alternates (if any).

- (b) Specifications must be written for the particular project. Therefore, specifications having inapplicable superfluous data, or omissions, are unacceptable. Specifications for separate, unrelated projects should not be combined.
- (c) Since it is illegal to subject the interests of the State of Alabama to arbitration, references to such arbitration should not be included in the documents.
- (d) The specifications shall establish a construction time limit and include the requirement that, before execution of the contract, the Contractor must submit for approval of the Architect and Director the following:
  - 1. His proposed list of subcontractors (5 copies).
  - 2. His proposed job superintendence personnel, and if requested, records of education and experience, construction projects worked on and in what capacities, names of architects for these projects, and any other pertinent information sufficient for determining suitability for the proposed position.
  - 3. A superintendent will be approved for a project and he will remain on same until released by written request from Contractor to the Architect and Director.
- (e) The specifications must include a paragraph on "Use of Foreign Materials". See Appendix A.
- (f) The specifications shall include a listing of at least three (3) named manufacturers as approved by the Architect, together with approved equipment or material for each item of each named manufacturer followed by the phrase "or approved equal" for all major items of work including roofing, doors, windows, painting, hardware, laboratory equipment, heating and air conditioning equipment, plumbing fixtures and electrical fixtures used in the project. Only one manufacturer need be named for other materials followed by "or approved equal", however, if the Architect has knowledge of additional acceptable manufacturers, they should be included.

The specifications must clarify the fact that when three (3) or more manufacturers are named for materials, as indicated above, the bids shall be based upon the equipment and material so named unless the bidder desires to bid on an "approved equal". In case the bidder desires to substitute an "equal" he must secure written confirmation from the Architect of qualification to bid prior to the date for receiving bids. If no request to substitute an "approved equal" is made by the bidder, then it should

be expressly understood that all such equipment and material so named in the specifications will be furnished in full accordance with the Contract Documents. The Architect shall act immediately on each request for approval of material and equipment, with a copy to the Director of the Building Commission Technical Staff.

- (g) The specifications must clarify the fact that in case of joint venture by two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of at least one of the partners to the joint venture.
- (h) When alternates are included, the specifications should clarify the method of determining the low bidder as indicated in "Instructions For Preparation of Proposal Alternates" included herein.

# APPENDICES

## APPENDIX A

### LEGAL REFERENCES

The information given here, from some of the applicable laws, is abbreviated and informal and is furnished for convenience only. For more complete information regarding these laws, refer to the Titles, etc., of the Code of Alabama listed below.

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**Title 55. Article 4A, Section 367** covers the organization, functions, authority, etc., of the Building Commission.

Pertinent excerpts are as follows:

**“Section 367 (2) Power and Authority of the Commission:** The Commission shall have full power and authority for and on behalf of the State of Alabama to acquire lands by purchase, condemnation, or otherwise; to plan buildings and designate the locations thereof; to plan and provide for the improvement of all property now owned or hereafter acquired by the State, or any institution or agency thereof; to construct, repair, equip, remodel, enlarge, renovate, furnish, refurnish, improve, and locate such buildings, structures, and facilities for the use of the State of Alabama or any of its institutions or agencies as in its judgment shall be necessary for state, institutional, or agency purposes; to enter into contract to do any of the foregoing; to receive any monies, land or equipment donated, appropriated, or otherwise acquired by it for such purposes; and generally, to take such steps as may be necessary to accomplish such purposes.”

“The Commission is authorized and empowered to make and adopt all necessary rules, regulations, and plans for its own guidance and for the proper conduct of the duties imposed upon it.”

**Title 52-56, Section 367 (7) Building Commission** to promulgate, distribute and enforce code of minimum building standards. For further protection of the people of Alabama, the Building Commission of the State of Alabama created by the 1945 Legislature is authorized and directed thereby to promulgate, before January 1, 1946 and to enforce a code of minimum building standards.

**Section 367 (8) Definitions.** The code of minimum buildings standards promulgated and enforced by the Building Commission shall be applicable only to all state buildings and construction, school houses, hotels and moving picture theatres in Alabama. As used in this subdivision, the term “state building and construction” shall mean all buildings and their structures erected or acquired by or in behalf of the State of Alabama or any of its agencies or instrumentalities. “Schoolhouse” shall mean any building or other structure erected or acquired by the public schools of Alabama and also shall mean any private building in which twenty-five or more persons are congregated regularly for the purpose of instruction in any branch of knowledge. “Hotel” shall mean any public inn or lodging house, of fifteen or more bedrooms, in which transient guests are lodged for pay. “Moving picture theatre” shall mean any building in which moving pictures are featured regularly for charge of admission.

**Section 367 (9) When building code operative; necessary requirement.** The effect of the

building code shall be limited, in the cases of state building and construction and public schoolhouses, to buildings and structures erected or acquired after the operative date thereof. As to private schoolhouses, hotels, and moving picture theatres, the code shall apply to the place of conduct of each such business activity not employed or in the process of erection for that purpose prior to the effective date thereof. The requirements of the building code shall be such that the safety, health, general welfare, and morals of the people of Alabama thereby will be protected. It shall be unlawful for any state building or construction or any public schoolhouse which does not conform to the requirements of the building code to be erected or acquired. It shall be unlawful for any person to operate a private school, hotel or moving picture theatre which does not meet fully the requirements of the building code unless such building was used for that purpose prior to the effective date of the code.

**Section 367 (10)** The Building Commission is authorized and directed to make such changes in the code from time to time as seen advisable in the best interest of the people of Alabama.

**Section 367 (11) Adoption of building code by municipalities and counties.** Any municipality in the State of Alabama is empowered hereby to adopt the provision of the building code as a municipal ordinance, enlarging the applicability thereof to include private buildings and structures other than private schoolhouses, hotels, and moving picture houses as it deems necessary, and to prescribe penalties for violations thereof in the same manner in which other ordinances and related penalty provisions are adopted and prescribed. Any county governing body similarly may adopt, and enlarge the applicability of, the building code for the county, prescribing penalties for violations thereof, by resolution duly recorded in its minutes and after notice of four weeks by publication once weekly in some county newspaper, if there be one published in the county, and by posted notices at the door of each courthouse in the county. Changes in the provisions of the building code effected by the Building Commission may be adopted similarly by counties and municipalities. But no county or municipality shall so apply the provisions of the building code to state buildings and construction of public schoolhouses. Provided nothing herein contained shall be construed as requiring the advertising or posting of the code itself; the provisions hereof shall be satisfied by giving notice that it is proposed to adopt a code.

**Section 367 (12) Inspection service to insure compliance with building code.** The Building Commission is empowered to provide adequate inspection service to insure compliance with the code. Other agencies and instrumentalities of the state government are directed hereby to cooperate, as requested by the commission, in the enforcement of this subdivision. The commission may appoint, subject to the merit system, such persons, including architectural and technical employees, as are necessary for the duties hereby imposed.

## **TITLE 50, Chapters 1 and 2**

Govern such procedures as advertisement for bids, receiving of bids, bonds required, award of contract, advertisement of completion, and final acceptance.

**“Section 15 (1) Advertisements for bids and awards:** The awarding authority shall advertise—The awarding authority to accept it.” (Award of Contracts)

**“Section 15 (12) Rules and Regulations)** —For the purpose of carrying into effect the terms of this chapter and insuring to the State the award of all contracts to competent and responsible bidders, the awarding authority shall be empowered to prepare and promulgate such rules and regulations as may be deemed proper, not inconsistent with the terms of this chapter.”

**"Section 15 (13) Definitions:** The term "awarding authority" shall include the State Highway Department, the State Building Commission and the State Docks Commission, the State Board of Education and all the State Agencies of the State of Alabama, but shall not include any county board of education or other county or municipal officers or board."

#### **TITLE 46, Chapter 2**

Pertains to the practice of architecture and requires that those practicing architecture, as defined, in the State of Alabama shall be registered with the State Board of Registration of Architects. This law also requires the employment of a registered architect for the preparation of plans and specifications for all schools, auditoriums, buildings intended for the mass assemblage of people, and any other type building costing more than \$20,000.00. Exceptions to the requirements of this law are the following: (a) any building upon any farm for the use of any farmer, irrespective of the cost of such building, (b) any single family residence building and (c) any utility works, structures or building (provided that the person performing such architectural work is employed by an electric, gas or telephone public utility regulated pursuant to the laws of Alabama or by a corporation affiliated with such utility). This law further provides that registered professional engineers may perform architectural services when such services are purely incidental to their engineering practice, also, that registered architects may perform engineering services when such services are purely incidental to their architectural practice.

#### **TITLE 46, Chapter 4**

Pertains to general contracting in the State of Alabama and, with certain exceptions, requires the employment of general contractors, licensed by the State Licensing Board for General Contractors, for construction contracts in excess of the amount of Twenty Thousand Dollars (\$20,000.00). Where this law applies, the specifications and the invitation for bids should contain the statements that only qualified, state-licensed general contractors may submit bids, or words to that effect.

#### **TITLE 46, Chapter 7**

Pertains to the practice of engineering and land surveying and requires, with certain exceptions, that those practicing engineering and land surveying, as defined in the State of Alabama shall be registered with the State Board of Registration for Professional Engineers and Land Surveyors.

#### **TITLE 50, Chapter 2A, Article 1, Section 16 (1)**

Pertains to the use of foreign materials and stipulates the following: "The Contractor agrees to use in the execution of this contract only materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable prices.

Breaching of this agreement shall render the Contractor liable for payment of liquidated damages in the amount of not less than \$500.00 nor more than 20% of the gross amount of the contract."

#### **ACT 224, Regular Session 1965, State of Alabama**

To require that those buildings and facilities constructed in the state by the use of state, county

or municipal funds shall adhere to the principles prescribed by this act, so as to make these buildings and facilities accessible to, and usable by, the physically handicapped.

Included in this Act are the following requirements:

1. The grading of ground, even contrary to existing topography, so that it attains a level with a normal entrance will make a facility accessible to individuals with physical disabilities.

Public walks shall be at least 48 inches wide and shall have a gradient not greater than 5 per cent. These walks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever walks cross other walks, driveways, or parking lots they shall blend to a common level. A walk shall have a level platform at the top which is at least 5 feet by 5 feet, if a door swings out onto the platform or toward the walk. This platform shall extend at least 1 foot beyond each side of the doorway. A walk shall have a level platform at least 3 feet deep and 5 feet wide if the door does not swing onto the platform or toward the walk. This platform shall extend at least 1 foot beyond each side of the doorway.

Spaces in parking lots that are accessible to the building or facility shall be set aside and identified for use by individuals with physical disabilities. An adequate parking space is one that is open on one side and which allows room for individuals in wheelchairs or individuals on braces and crutches to get in and out of an automobile onto a level surface, suitable for wheeling and walking. Parking spaces for individuals with physical disabilities when placed between two conventional diagonal or head-on parking spaces shall be 12 feet wide. Care in planning shall be exercised so that individuals in wheelchairs and individuals using braces and crutches are not compelled to wheel or walk behind parked cars. Consideration shall be given to the distribution of spaces for use by the disabled in accordance with the frequency and regularity of their parking needs.

2. Where ramps with gradients are necessary or desired, they shall conform to the following specifications: A ramp shall not have a slope greater than 1 foot rise in 12 feet, or 8.33 per cent, or 4 degrees 50 minutes. A ramp shall have handrails on both sides, that are 32 inches in height, measured from the surface of the ramp, that are smooth, that extend 1 foot beyond the top and bottom of the ramp, and that as far as practicable conform with American Standard Safety Code for Floor and Wall Openings, and Toe Boards as promulgated by the American Standards Association, Inc.

A ramp shall have a surface that is nonslip. A ramp shall have a level platform at the top which is at least 5 feet by 5 feet, if a door swings out onto the platform or toward the side of the doorway. A ramp shall have a level platform at least 3 feet deep and 5 feet wide, if the door does not swing onto the platform or toward the ramp. This platform shall extend at least 1 foot beyond each side of the doorway. Each ramp shall have at least 6 feet of straight clearance at the bottom. Ramps shall have level platforms at 30 foot intervals for purposes of rest and safety and shall have level platforms wherever they turn. At least one primary entrance to each building shall be useable by individuals in wheelchairs. At least one entrance useable by individuals in wheelchairs shall be on a level that would make the elevators accessible.

Doors shall have a clear opening of no less than 32 inches when open and shall be operable by a single effort. The floor on the inside and outside of each doorway shall be level for a

distance of 5 feet from the door in the direction the door swings and shall extend 1 foot beyond each side of the door. Sharp inclines and abrupt changes in level shall be avoided at doorsills.

Stairs shall conform to standards of the American Standards Association, Inc., with the following additional considerations:

Steps in stairs shall be designed wherever practicable so as not to have abrupt (square) nosings. Stairs shall have handrails 32 inches high as measured from the tread at the face of the riser. Stairs shall have at least one handrail that extends at least 18 inches beyond the top step and beyond the bottom step. Steps should, wherever possible, and in conformation with existing step formulas, have risers that do not exceed 7 inches.

Floors on the same story shall be of a common level throughout or be connected by a ramp. An appropriate number of toilet rooms, in accordance with the nature and use of a specific building or facility, shall be accessible to, and useable by, the physically handicapped.

Toilet rooms shall have space to allow traffic of individuals in wheelchairs.

Toilet rooms shall have at least one toilet stall that

- (1) Is 3 feet wide
- (2) Is at least 4 feet 8 inches, preferably 5 feet deep
- (3) Has a door (where doors are used) that is 32 inches wide and swings out.
- (4) Has handrails on each side, 33 inches high and parallel to the floor, 1½ inches in outside diameter, with 1½ inches clearance between rail and wall, and fastened securely at ends and center.
- (5) Has a water closet with the seat 20 inches from the floor.

An appropriate number of water fountains or other water-dispensing means shall be accessible to and useable by, the physical disabled.

Water fountains or coolers shall have up-front spouts and controls. Water fountains or coolers shall be hand-operated or hand and foot-operated.

Elevators shall be provided and shall be accessible to, and useable by, the physically disabled at all levels normally used by the general public. Elevators shall allow for traffic by wheelchairs.

**QUOTE:**

Section 10. The responsibility for enforcement of this act shall be as follows:

- (a) Where state school funds are utilized—the State Board of Education and the State Building Commission;
- (b) Where other state funds are utilized—the chief of the technical staff of the State Building Commission;

- (c) Where funds of counties, municipalities or other political subdivisions are utilized by the governing bodies thereof.

\* \* \* \* \*

The following are abbreviated and informal discussions of pertinent requirements more commonly encountered, and are listed for information only.

#### 1. ADVERTISEMENT

The awarding authority must advertise for bids once a week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the work is proposed to be done, stating that plans and specifications are on file in its office, and stating the time and place at which bids will be received, opened, and publicly read.

#### 2. DEPOSITS to obtain plans and specifications.

- a. Amount to be determined by the awarding authority.
- b. To be returned to bona fide bidders.
- c. To be returned with deductions for cost of reproduction to others.
- d. Plan rooms may be exempt from making deposit.

#### 3. BID SECURITY required in the form of a bid bond or certified check in the amount of 5% of the bid, except not to exceed \$10,000.00.

#### 4. RETURN OF BID GUARANTIES

- a. Immediately to all except the three lowest bona fide bidders.
- b. To the lowest three bona fide bidders when contract is signed and bonds furnished by the successful bidder, except that if the award is delayed more than 15 days, only that of the successful bidder is retained.
- c. Should the award be delayed beyond 30 days, all bids shall be rejected and all bid guarantees returned, unless the successful bidder agrees in writing to a stipulated time extension.

#### 5. CONTRACT AND BONDS

Upon award, the successful bidder shall enter into a written contract on the form prescribed in the specifications, and then shall furnish a performance bond in the amount of the contract, and a labor and material bond in the amount of at least 50% of the contract within the period specified, or within 10 days if the period is not specified. Should extenuating circumstances prevail, the awarding authority may grant an extension of time not exceeding 5 days.

The contract shall be awarded to the lowest responsible bidder complying with the conditions of the invitation for bids, unless the awarding authority finds that his bid is unreason-

able or that it is not to the interest of the awarding authority to accept it. The awarding authority has the right to reject any or all bids and re-advertise.

Unless both parties agree in writing to a stipulated extension of time, the awarding authority shall approve the bonds and execute the contract within ten days after presentation by the contractor and will issue a proceed order within 15 days after the execution of the contract.

#### **6. FAILURE TO EXECUTE CONTRACT**

Should the successful bidder to whom a contract is awarded fail to execute a contract and furnish acceptable contract securities required in the time provided, the awarding authority shall retain from or recover from the bid guarantee the amount of the guarantee not exceeding the difference between the contract amount as awarded and the amount of the proposal of the next lowest bidder, if any.

Failure of the awarding authority to execute the contract and issue the proceed order in the time prescribed or in the time specified in an agreed stipulated time extension, shall be just grounds for withdrawal of the contractor's bid and contract without forfeiture of bid guarantee check or bid bond.

#### **7. PAYMENTS**

Unless otherwise stated in the specifications, partial monthly payments will be made to the Contractor as the work progresses, based upon approved estimates of the value of the work done and materials properly furnished and stored.

From these estimates not more than 10% shall be deducted and retained until completion and final acceptance of the work according to the specifications and pertinent laws. (10% is the accepted retainage).

#### **8. ADVERTISEMENT OF COMPLETION**

Immediately after completion of the contract, the Contractor shall give notice of said completion by an advertisement in some newspaper of general circulation, published within the city or county wherein the work has been done, once a week for a period of four successive weeks.

In no instance shall a final settlement be made upon the contract until the expiration of thirty (30) days from the completion of the contract.

Proof of publication of said notice shall be submitted by the Contractor to the awarding authority and Director by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county, the notice may be posted at the Court House for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

**APPENDIX B**  
**STATE OF ALABAMA**  
**AGREEMENT BETWEEN OWNER AND ARCHITECT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year Nineteen Hundred and \_\_\_\_\_ by and between the State of Alabama  
\_\_\_\_\_  
hereinafter called the Owner and \_\_\_\_\_

\_\_\_\_\_, hereinafter called the Architect.

WITNESSETH, that whereas, the OWNER intends to erect \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the Work, for which \_\_\_\_\_  
\_\_\_\_\_ Dollars (\_\_\_\_\_) )  
has been budgeted as the (fixed) (tentative) Cost of the Work covered by this Agreement.  
(See Article 8)

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter  
named, agree as follows:

ARTICLE 1. The Architect agrees to perform, for the above-mentioned Work, the basic  
professional services A, and B, and C, and D, and E, as hereinafter defined: (Delete any not  
included)

- A. Consultation, preliminary research, analysis, and preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work, but not to exceed 25 sets without reimbursement for cost of the reproduction; also, the procuring and analysis of bids when requested by the Owner. If additional sets of the contract documents are required, the Owner will pay the cost thereof, except those where cost of reproduction was paid by the recipient, upon submittal by the Architect of a certified tabulation showing the number of sets reproduced and the disposition of same.
- D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.



E. General administration and supervision of the Construction Contract, issuing of certificates of payment, and preparation of construction records.

When construction work is accomplished on any other than a lump sum contract basis and Services E are included in this Agreement, the payment therefor shall be subject to an extra charge as agreed to and stipulated under Article 15, or by subsequent written amendment to this Agreement.

The Architect shall furnish the Owner an estimate of the Cost of the Work based upon the approved preliminary drawings and outline specifications. The required approval of this estimate and preliminary drawings and outline specifications by the Owner and all public agencies involved will constitute authority for the Architect to proceed with the completion of final plans and specifications.

If, after the approval of the preliminary drawings and prior to the completion of the final plans and specifications, unforeseen conditions should arise which would substantially affect the Cost of the Work, or should the Owner require substantial changes from the approved preliminary drawings and specifications, the Architect may submit in writing to the Owner an accordingly revised estimate which, upon approval, shall supersede the approved preliminary estimate and shall become the agreed budget amount.

The Architect does not guarantee the accuracy of his estimates except that in the event the total of lowest bid or bids received by the Owner for the Work exceeds the budget amount as set forth above, or as established by the approval of estimates, by more than ten per cent (10%), or exceeds the amount legally authorized or allotted for the project, the Architect agrees that, without extra cost to the Owner, he will make such revisions and changes to the plans and specifications as may be necessary to reduce the Cost of the Work to an amount not in excess of the funds available and agreeable to the Owner for the Cost of the Work, and will perform the incidental work and furnish the number of necessary documents as required by the basic Agreement.

ARTICLE 2. Basic Fees. The Owner agrees to pay the Architect for the basic services in this Agreement the following percentages of the basic rate of the Fee Schedule except as may be hereinafter modified:

- For A. Ten per cent of the basic rate.
- For B. Fifteen per cent of the basic rate.
- For C. Fifty per cent of the basic rate.
- For D. Five per cent of the basic rate.
- For E. Twenty per cent of the basic rate.

#### SCHEDULE OF BASIC FEE RATES FOR ARCHITECTURAL SERVICES

<i>Cost of Work</i>	<i>%</i>	<i>Cost of Work</i>	<i>%</i>
Up to \$ 100,000 .....	6.0	1,500,001 to 1,600,000 .....	4.9
100,001 to 450,000 .....	5.9	1,600,001 to 1,700,000 .....	4.8
450,001 to 600,000 .....	5.8	1,700,001 to 1,800,000 .....	4.7
600,001 to 750,000 .....	5.7	1,800,001 to 1,900,000 .....	4.6
750,001 to 900,000 .....	5.6	1,900,001 to 2,000,000 .....	4.5
900,001 to 1,000,000 .....	5.5	2,000,001 to 2,200,000 .....	4.4
1,000,001 to 1,100,000 .....	5.4	2,200,001 to 2,400,000 .....	4.3
1,100,001 to 1,200,000 .....	5.3	2,400,001 to 2,600,000 .....	4.2
1,200,001 to 1,300,000 .....	5.2	2,600,001 to 2,800,000 .....	4.1
1,300,001 to 1,400,000 .....	5.1	2,800,001 to 3,000,000 .....	4.0
1,400,001 to 1,500,000 .....	5.0	Over 3,000,000 to be negotiated.	

The applicable basic rate shall apply to the combined cost of all buildings whether in one

or more Construction Contracts and all separate contracts covered by the scope of this Agreement.

In the case of substantial duplication of buildings covered under the scope of this Agreement, the basic fee for A, B, C, D and E shall be applicable to the Cost of the Work for the first building. One half of the basic fee shall be applicable to the Cost of the Work for the second building which is a substantial duplication of the first. The fee for other buildings which are substantial duplications of the first and second buildings shall be negotiated. The fees for D and E shall be paid in full for duplicate buildings.

It is further agreed that under a subsequent Owner-Architect Agreement, the basic fee for any substantial duplication of buildings covered by this Agreement will be paid in accordance with the terms detailed above.

Any special or unusual conditions not covered hereinabove shall be as detailed in Article 15—Special Provisions.

**ARTICLE 3. Extra Services and Special Cases.** If the Architect is caused extra drafting or other expense due to major changes ordered by the Owner in work performed in accordance with the Owner's instructions or due to unusual conditions or difficulties involved in the nature of the Work, or due to the delinquency or insolvency of the Contractor, or as a result of damage by fire, he shall be equitably paid for such expense and the services involved, provided that an amendment to this Agreement shall be executed for the extra work prior to the performance of such work by the Architect. The amount to be paid for such extra work shall be based upon the Architect's records of his drafting and engineering costs plus one hundred per cent (100%) allowance for overhead and profit.

**ARTICLE 4. Termination of Agreement.** This Agreement shall terminate without notice should the project be abandoned, or be postponed or delayed for more than \_\_\_\_\_ months from the date of the Agreement. It may be terminated by the Owner at the expiration of ten (10) days after written notice to the Architect for any failure of the Architect to comply with the provisions of this Agreement.

**ARTICLE 5. Payments.** From time to time during the execution of his work and in proportion to the amount of service rendered by the Architect on account of Services A, B, C, D or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the percentages on the basic rate or rates arising from this Agreement computed on the Cost of the Work as hereinafter defined and/or modified.

Payments on account of Services A, B and C shall be due and payable upon completion of those phases and approval of same by the Owner. Payments on account of Services D and E shall be due and payable as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Payments upon (1) the termination of the Agreement, (2) final payments upon the completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed budget or the agreed estimate of the Cost of the Work which ever is the lesser.

Other final payments shall be adjusted and computed from the final Cost of the Work as hereinafter defined and/or modified.

No deductions shall be made from the fee for architectural services on account of liquidated damages or other sums withheld from payments to contractors.

Any payments due for services under the provisions of Article 3 of this Agreement will be paid from time to time as the services are performed or the necessary expenses are incurred, and such payments shall be considered separate and distinct from payments made under the provisions of Articles 1 and 2.

**ARTICLE 6. Survey, Borings, and Tests.** The Owner shall, so far as the Work under this Agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site; and full information as to sewer, water, gas and electrical services. The Owner shall pay for borings or test pits and for chemical, mechanical or other tests when required.

**ARTICLE 7. Supervision of the Work.** The Architect will endeavor to require the Contractor to strictly adhere to the plans and specifications, to guard the Owner against defects and deficiencies in the work of Contractors, and shall promptly notify the Owner in writing of any significant departure in the quality of materials or workmanship from the requirements of the plans and specifications, but he does not guarantee the performance of the contracts.

Supervision by the Architect shall include inspections by the electrical and mechanical engineers who prepared the plans and specifications for the work. A final inspection and an inspection at the end of the one year guarantee period are required for all projects. In addition, inspection by engineers must include: a minimum of one (1) inspection during construction where the cost of the work is \$50,000.00 or less; a minimum of two (2) inspections during construction where the cost of the work is between \$50,000.00 and \$500,000.00 and a minimum of three (3) inspections during construction when the cost of the work is in excess of \$500,000.00. For complex projects, additional inspections will be required as determined by the State Building Commission.

The supervision by the Architect is not normally to be construed as meaning the furnishing of continuous superintendence which may be obtained by the employment of a Clerk-of-Works. However, the supervision shall be consistent with the size and nature of the work and must include, at least, one (1) inspection each week. A final inspection and an inspection at the end of the one year guarantee period shall be required on all projects. If included under Article 15, or if later authorized by the Owner by written amendment to this Agreement, a Clerk-of-Works acceptable to the Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid for by the Owner upon presentation of the Architect's monthly statements.

The Architect shall promptly furnish the Owner and each of the public agencies involved a copy of the written report of each inspection by him or his representative or engineers in a form approved by the State Building Commission and the agencies involved.

**ARTICLE 8. Definition of the Cost of the Work.** For determination of the Architect's basic fees, the Cost of the Work means the cost to the Owner, but such cost shall not include any Architect's or Engineer's fee or reimbursements, or the cost of a Clerk-of-Works, or the cost of fixtures or equipment except built-in or attached equipment included in plans and specifications at the Owner's request, and shall not include construction costs, expenses or fees covered by Articles No. 3 and No. 15. No deduction in the Cost of the Work as above defined shall be made on account of deductible change or extra work orders. The Cost of the Work shall not include the cost of additive change orders or extra work orders unless the gross amount of such orders made at the request of the Owner exceeds five per cent (5%) of the total Cost of the Work.

When labor or material is furnished by the Owner below its market cost, the Cost of the Work shall be computed upon such market cost in determining the agreed estimate of the Cost of the Work.

**ARTICLE 9. Engineering Services.** The Architect agrees that all plans, specifications, detail

drawings, approvals, etc., for engineering services pertaining to the design of structural, mechanical, electrical and other specialized phases of engineering will be done by professional engineers registered in the State of Alabama and employed by the Architect for the particular work, except where such engineering services are of such minor nature as to be considered purely incidental to the architectural services required for the project. When such engineering services can be justifiably classified as purely incidental, then these services may be performed by men regularly employed in the Architect's organization who are not registered professional engineers, but are particularly qualified by education, experience and training to do this type of work. Any question as to whether or not these services are purely incidental to the project will be resolved by decision of the Director of Technical Staff of the State Building Commission. The Architect will designate his following associates:

Structural Engineer	Mechanical Engineer	Electrical Engineer
Address	Address	Address

**ARTICLE 10. Approval of Plans and Specifications.** Schematic, preliminary, and final drawings and specifications for all projects, the planning and construction of which is within the jurisdiction of the State Building Commission, shall be submitted to its Director of Technical Staff for approval in strict conformity with its established policies and procedures.

**ARTICLE 11. Record Documents.** When services E are included in this Agreement, the Architect shall furnish the Owner through the Building Commission, two complete record sets of plans of the project as finally constructed, with all corrections, revisions, and changes clearly shown thereon; one set to be printable reproductions; and two sets of specifications to which shall be attached copies of all contract change orders and modifications. The set of printable reproductions and one set of the specifications shall be delivered to the Owner and the other to the designated regulating agency approving this Agreement immediately after final inspection and before final Architect's inspecting fee is paid.

**ARTICLE 12. Ownership of Documents.** Drawings and specifications as instruments of service are the property of the Architect, whether the Work for which they are made be executed or not.

Should the work as herein agreed be terminated on the completion of Services A, B, and C the Architect shall deliver, unless requested by the Owner to postpone delivery until so requested, the herein required number of sets of plans and specifications. The Owner shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of one entire project as planned and specified without further payment to the Architect.

**ARTICLE 13. Successors and Assignments.** The Owner and the Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

**ARTICLE 14. Completion Schedule.** The Architect agrees to furnish complete schematic drawings for review by the Owner and/or other public agencies within \_\_\_\_\_ calendar days after the Owner has furnished him a complete list of the requirements and site survey necessary for their development. The Architect further agrees to furnish complete preliminary plans, outline specifications and cost estimate for review by the Owner and other public agencies within \_\_\_\_\_ calendar days after receipt of necessary approvals of the schematic drawings; and to furnish complete final working drawings, specifications and contract docu-

ment forms for review by the Owner and/or other public agencies within \_\_\_\_\_ calendar days after receipt of necessary approvals of preliminary documents.

**ARTICLE 15. Special Provisions.**

**THE OWNER AND THE ARCHITECT hereby agree to the full performance of the covenants contained herein.**

APPROVALS	CONTRACTING PARTIES
_____ By _____	_____ Architect
STATE BUILDING COMMISSION	By _____ Member of Firm
By _____	_____ Owner
Director of Technical Staff	By _____ Officer-Title

**APPENDIX C**  
**ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by \_\_\_\_\_  
(Owner's legal title)  
at the office of \_\_\_\_\_  
(name and address of Owner's authorized representative)  
until \_\_\_\_\_ CST \_\_\_\_\_ for  
(Hours) (Month), (Date), (Year)

(Description of the work in accordance with the plans and Specifications to be inserted here)

at which time and place they will be publicly opened and read.

A certified check or bid bond payable to \_\_\_\_\_  
(Owner's legal title)

in an amount not less than five (5) per cent of the amount of the bid, but in no event more than \$10,000 must accompany the bidder's proposal. Performance and statutory Labor and Material Payment Bonds will be required at the signing of the Contract.

Plans and specifications are open to public inspection at the plan room of F. W. Dodge Corporation, Atlanta, Georgia; Birmingham and Montgomery, Alabama; Construction Industry Assn., 715 Dauphin, Mobile, Alabama; Birmingham Builders' Exchange, Birmingham, Ala., and

Atlanta Builders' Exchange, Atlanta, Georgia; at the office of \_\_\_\_\_  
(Owner's representative and address)

and at the office of the State Building Commission, Montgomery, Ala., and copies may be obtained from \_\_\_\_\_ upon the deposit of  
(Name of Owner's Architect and his address)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ per set. Deposits in full will be refunded to bona fide bidders, and the difference between deposits and cost of reproduction will be refunded to others, upon return of all documents in good condition within \_\_\_\_\_ days after the date of opening of bids. Bids must be submitted on proposal forms furnished by the Architect.

All bidders bidding in amounts exceeding \$20,000.00 must be licensed under the Provision of Title 46, Chapter 4, Code of Alabama.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days.

The Owner reserves the right to reject any or all bids and to waive informalities.

\_\_\_\_\_  
(Awarding Authority)

**APPENDIX D**  
**PROPOSAL FORM**

To: \_\_\_\_\_

Proposal No. \_\_\_\_\_

(Agency Receiving Bids)

Place \_\_\_\_\_  
(County—City—Office—Room)

Date \_\_\_\_\_

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

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that

he has examined the Drawings and Specifications, including Addenda Nos. \_\_\_\_\_ for the Work and the other Contract Documents relative thereto, and that he has satisfied himself relative to the Work to be performed.

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

\_\_\_\_\_, Alabama Registration No. \_\_\_\_\_

Classification \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_

A Partnership consisting of \_\_\_\_\_

or an Individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

\_\_\_\_\_ hereby proposes to furnish all labor and materials and perform all work required for the construction of a \_\_\_\_\_

in accordance with Drawings and Specifications dated \_\_\_\_\_ prepared by

\_\_\_\_\_ Architects and approved by the State Building Commission.

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

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**DEDUCTIVE ALTERNATES**

**ADDITIVE ALTERNATES**

For No. 1 Alternate (deduct) \_\_\_\_\_  
For No. 2 Alternate (deduct) \_\_\_\_\_  
For No. 3 Alternate (deduct) \_\_\_\_\_  
For No. 4 Alternate (deduct) \_\_\_\_\_  
For No. 5 Alternate (deduct) \_\_\_\_\_  
For No. 6 Alternate (deduct) \_\_\_\_\_

Alternate (add) \_\_\_\_\_ No. 1  
Alternate (add) \_\_\_\_\_ No. 2  
Alternate (add) \_\_\_\_\_ No. 3  
Alternate (add) \_\_\_\_\_ No. 4  
Alternate (add) \_\_\_\_\_ No. 5  
Alternate (add) \_\_\_\_\_ No. 6

The Bidder agrees to complete the Work within \_\_\_\_\_ consecutive calendar days from date of Notice to Proceed.

**UNIT PRICES—(See Attachment)**

(To be filled out if certified check accompanies bid)

The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within ten consecutive calendar days after being given written notice of the Award of the Contract, the check accompanying this Bid and the monies thereon shall be paid into the funds of the \_\_\_\_\_

(Agency Receiving Bids)

as liquidated damages for such failure; otherwise the check accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the \_\_\_\_\_

Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(To be filled out if bidder's bond accompanies bid)

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

Attached hereto is a bidders' bond of \_\_\_\_\_

for the sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_ ) made payable to \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_ (L. S.)  
(Bidder or Bidders)

\_\_\_\_\_ by \_\_\_\_\_ (L. S.)

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

\_\_\_\_\_

**APPENDIX E**  
**CONTRACT AGREEMENT FOR CONSTRUCTION**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by  
and between the \_\_\_\_\_  
\_\_\_\_\_party or parties of the first part (hereinafter  
called the Owner(s)) and \_\_\_\_\_  
\_\_\_\_\_ party of the second part (hereinafter called the Contractor).

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

STATEMENT OF WORK: The Contractor shall furnish all labor and materials and perform all work for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in strict and entire conformity with the Contract Documents dated \_\_\_\_\_, 19\_\_\_\_  
prepared by \_\_\_\_\_  
Architect(s) and approved by the Building Commission, including Addenda thereto dated \_\_\_\_\_  
\_\_\_\_\_

all of which are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

TIME OF COMPLETION: The Work shall be commenced on a date to be specified in a written proceed order of the Director, Technical Staff, State Building Commission, and shall be completed within \_\_\_\_\_ (\_\_\_\_\_) calendar days from and after said date as provided in the Contract Documents.

COMPENSATION TO BE PAID: The Owner(s) will pay and the Contractor will accept in full consideration for the performance of the Work, subject to additions and deductions (including liquidated damages) as provided in the Contract Documents, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
being the amount of the Contractor's Base Bid for the aforesaid work including Alternate Prices

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**PARTIAL PAYMENTS:** In making partial payments, there shall be retained 10 per cent on the estimated amounts until final completion and acceptance of all Work covered by the Contract; provided, however, that the Director at any time after more than 70 per cent of the Work has been completed, if he finds that satisfactory progress is being made, with written consent of the Surety, may recommend that any of the remaining partial payments be paid in full.

The Contractor and the Owner for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, The Parties hereto on the day and year first above written have executed this Agreement in Eight counterparts each of which shall without proof or accounting for the other counterparts, be deemed an original thereof.

In compliance with Act No. 868 Regular Session 1961, the Owner does hereby certify that this contract was let in accordance with the provisions of Title 50 Code of Alabama 1940 as amended.

APPROVALS	CONTRACTING PARTIES
<hr/>	<hr/> <p style="text-align: center;">Contractor</p>
<p>By _____</p>	<p>By _____</p> <p style="text-align: center;">Member of Firm</p>
<p style="text-align: center;">STATE BUILDING COMMISSION</p>	<hr/> <p style="text-align: center;">Owner</p>
<p>By _____</p> <p style="text-align: center;">Director of Technical Staff</p>	<p>By _____</p> <p style="text-align: center;">Officer-Title</p>



**APPENDIX F**  
**BOND**  
**FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA }  
CITY }  
COUNTY OF \_\_\_\_\_ }

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_ as  
Surety, are held and firmly bound unto the \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Owner(s), as their interests appear, in the  
penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum well and truly to  
be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above  
bound PRINCIPAL entered into a certain Contract with the said \_\_\_\_\_  
\_\_\_\_\_ (Owner)  
\_\_\_\_\_ for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefor is hereto attached.

NOW, THEREFORE, in the event the said PRINCIPAL, as such Contractor, shall faithfully and promptly perform said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner(s), and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound \_\_\_\_\_ as Surety, shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said \_\_\_\_\_ due under said contract.

(Owner)

In the event said Principal shall fail or delay the prosecution and completion of said Work and said Surety shall also fail to act promptly as hereinbefore provided, then the Director Technical Staff, State Building Commission, may cause ten (10) days' notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten (10) days, if said Principal or Surety do not proceed promptly to execute said Contract, the \_\_\_\_\_

(Owner)

shall have the authority to cause said Work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said Work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Director Technical Staff, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and the Contract Agreement hereinbefore referred to, and the Bond for the Payment of Labor, Materials, Feed-stuffs, or Supplies executed under the provision of Chapter 2, Title 50, Alabama Code of 1940, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
Countersigned by Alabama Resident  
Agent for Surety:

\_\_\_\_\_  
By \_\_\_\_\_  
(Title)

SURETY:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

\_\_\_\_\_  
By \_\_\_\_\_  
(Title)

NOTE: Power of attorney in connection with the above noted Surety Bond shall be furnished with the original and five copies.



**APPENDIX G**  
**BOND FOR PAYMENT**  
**OF LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA  
CITY  
COUNTY OF \_\_\_\_\_ }  
\_\_\_\_\_ }

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_, as Principal, and  
\_\_\_\_\_ as

Surety, are held and firmly bound unto the \_\_\_\_\_

hereinafter called the owners in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), as their  
interests appear for the payment of which sum, well and truly to be made, we hereby bind our-  
selves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the  
above bound PRINCIPAL entered into a certain Contract with the said \_\_\_\_\_

(Owner)

for the (construction) (reconstruction) and (improvement) of

a copy of the Contract Agreement therefor is hereto attached.

NOW, THEREFORE, in the event that said PRINCIPAL, as such Contractor shall make payment to all persons supplying him or them with labor, material, feed-stuffs, or supplies for or in the prosecution of the Work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, except that no change will be made which increases the total Contract Price more than twenty per cent in excess of the original Contract Price without notice to the Surety, then this obligation shall be null and void and of no effect; otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said PRINCIPAL, as such Contractor, shall fail to make prompt payment to all persons supplying him or them with labor, materials, feedstuffs, or supplies for or in the prosecution of the Work provided for in such Contract the above

bound \_\_\_\_\_ as Surety shall be liable for the payment of such labor, materials, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Chapter 2, Title 50, Alabama Code of 1940.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Chapter 2, Title 50, Alabama Code of 1940, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of the Director Technical Staff, State Building Commission, upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said Principal or Surety, shall be final and conclusive.

The Advertisement for Bids, Instructions to Bidders, Proposal, General Conditions of the Contract, Detailed Specification Requirements, and Drawings, and Contract Agreement hereinbefore referred to, and the Bond for Performance of The Work executed under the provisions of Act No. 492, H. B. 778, approved September 30, 1947, are made a part of this obligation and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:  
\_\_\_\_\_  
Countersigned by Alabama Resident  
Agent for Surety:  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

PRINCIPAL:  
\_\_\_\_\_  
By \_\_\_\_\_  
(Title)  
SURETY:  
\_\_\_\_\_  
By \_\_\_\_\_  
(Title)

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



**APPENDIX H**

**FORM OF  
BID BOND**

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

\_\_\_\_\_ as Principal;

and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owners a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

**NOW, THEREFORE,**

- (a) If said Bid shall be rejected, or, in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the Forms attached hereto (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

_____	_____ (SEAL)
	(Individual principal)
_____ (Address)	_____ (Business address)
_____	_____ (SEAL)
	(Individual principal)
_____ (Address)	_____ (Business address)

Attest:

\_\_\_\_\_ (Corporate principal)

\_\_\_\_\_ (Business address)

By \_\_\_\_\_ (Affix Corporate Seal)

Attest:

\_\_\_\_\_ (Corporate surety)

\_\_\_\_\_ (Business address)

By \_\_\_\_\_ (Affix Corporate Seal)

**APPENDIX I**  
**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_ PROJECT: \_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Contractor)

**TERMS:** You are hereby authorized, subject to the provisions of your Contract for this project to make the following changes thereto in accordance with your proposal dated

\_\_\_\_\_ FURNISH the necessary labor, materials and equipment to

\_\_\_\_\_ (Description of work to be done or changes to be made)

**TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE**

For this Change \$ \_\_\_\_\_

ORIGINAL CONTRACT PRICE	\$ _____
Net total of previous Change Orders	\$ _____
Previous revised Contract Price	\$ _____
This Change Order No. _____ (ADD) (DEDUCT)	\$ _____
Revised Contract Price this date	\$ _____

Extension of time resulting from this Change Order \_\_\_\_\_ (Insert "none" or No. of days)

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained therein.

**RECOMMENDED**

By \_\_\_\_\_  
(Architect)

**APPROVED**  
**STATE BUILDING COMMISSION**

By \_\_\_\_\_  
(Director Technical Staff)

**CONSENT OF SURETY**

\_\_\_\_\_ (Company)

By \_\_\_\_\_

**CONTRACTING PARTIES**

\_\_\_\_\_ (Contractor)

By \_\_\_\_\_  
(Member of Firm)

\_\_\_\_\_ (Owner)

By \_\_\_\_\_  
(Officer-Title)

**APPENDIX J**  
**FORM OF**  
**ADVERTISEMENT OF COMPLETION**  
**LEGAL NOTICE**

In accordance with Section 16, Title 50 Code of Alabama, 1940, notice is hereby given that

\_\_\_\_\_  
Contractor(s) have completed the Contract for (Construction, Reconstruction, Alteration,  
Equipment, or Improvement) of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at \_\_\_\_\_  
(Insert location data in County or City)

for the State of Alabama and the County- -City of \_\_\_\_\_, Owner(s),  
and have made request for final settlement of said Contract.

\_\_\_\_\_  
Contractor(s)

\_\_\_\_\_  
Business Address

**APPENDIX K**

**TO: STATE OF ALABAMA  
STATE BUILDING COMMISSION**

**CONTRACTOR'S PERIODICAL ESTIMATE FOR PARTIAL PAYMENT**

PROJECT \_\_\_\_\_  
 LOCATION \_\_\_\_\_  
 OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_ ESTIMATE NO. \_\_\_\_\_ DATE \_\_\_\_\_

Item No.	Description	Original Estimate	Approx. % Complete	Amount Complete
1.	Bonds, Insurance			
2.	Demolition			
3.	Excavation, Fill, Grading			
4.	Concrete			
5.	Forms			
6.	Reinforcing Steel			
7.	Masonry			
8.	Structural Steel & Steel Joists			
9.	Roof Deck & Precast Slab			
10.	Misc. & Orna. Metal			
11.	Metal Doors & Frames			
12.	Metal Windows			
13.	Carpentry, Millwork			
14.	Toilet Partitions			
15.	Lathing & Plastering			
16.	Marble, Tile & Terrazzo			
17.	Acoustical Work			
18.	Resilient Flooring			
19.	Roofing, Sheet Metal, Waterproofing			
20.	Insulation, Caulking, Weatherstripping			
21.	Glass & Glazing			
22.	Miscellaneous Furnishings & Equipment			
23.	Painting			
24.	Finish Hardware			
25.	Plumbing & Utilities			
26.	Heating, Ventilating & Air Conditioning			
27.	Electric Work			
28.	Site Improvements			
29.	Landscape Work			
30.				
31.				
32.				
33.				
34.				
35.				
<b>TOTAL ORIGINAL CONTRACT</b>				
<b>CHANGE OR EXTRA WORK ORDERS:</b>				
Nos.	Net Total			
<b>TOTAL CONTRACT, TO DATE</b>				

Brought Forward

TOTAL CONTRACT TO DATE \$ \_\_\_\_\_

Amount Complete

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

Stored Materials. See above or attached List\* \_\_\_\_\_

Total Completed and Stored Materials \_\_\_\_\_

Less Retainage \_\_\_\_\_

Total Due \_\_\_\_\_

Total Previous Payments \_\_\_\_\_

Balance Due This Estimate \_\_\_\_\_

\$  
\$  
\$  
\$  
\$  
\$  
\$

\* As stored materials are incorporated in the finished work their value shall be deducted from Previous Stored Materials.

In case any of the above branches or divisions of the work are not applicable, the Contractor shall delete these branches and shall add the necessary branches in the spaces provided.

I certify that the above account is correct, just and that payment therefor has not yet been received.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

L. S.

(Contractor)

Notary Public

My commission expires \_\_\_\_\_

By \_\_\_\_\_

(Title)

VERIFICATIONS AND APPROVALS (Typical)

Checked by \_\_\_\_\_

(Architect, or B. C. Supervisor or Inspector)

Date \_\_\_\_\_

Approved by \_\_\_\_\_

(Owner's Representative)

Date \_\_\_\_\_

Reviewed by \_\_\_\_\_

(Chief Engineer, Technical Staff, Building Commission)

Date \_\_\_\_\_

Approved by \_\_\_\_\_

(Director, Technical Staff, Building Commission)

Date \_\_\_\_\_

Approved by \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX L

Architect's Name (on each copy)  
Address

To: State of Alabama  
State Building Commission  
Montgomery, Alabama 36104

Project:

Date:

For Architectural Services Rendered as Follows:

Amount of Contract	\$ _____
Service A — 10% x Basic Fee x Amount of Contract =	_____
Service B — 15% x Basic Fee x Amount of Contract =	_____
Service C — 50% x Basic Fee x Amount of Contract =	_____
Services D & E — 25% x Basic Fee x Work Completed =	_____
Total Earned	\$ _____
Less Previous Payments	_____
Due This Invoice	\$ _____

I certify that the above account is correct, just and that payment therefor has not yet been received.

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ L. S. \_\_\_\_\_  
By \_\_\_\_\_  
(Architect)  
(Title)

VERIFICATIONS AND APPROVALS (Typical)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_  
(Chief Engineer, Technical Staff, Building Commission)

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
(Director, Technical Staff, Building Commission)

Approved by \_\_\_\_\_ Date \_\_\_\_\_



**APPENDIX M**

**TOILET FIXTURE REQUIREMENTS FOR ALL SCHOOLS**

**IN THE**

**STATE OF ALABAMA**

A capacity of 300 students is considered the desirable maximum for any one toilet room. A capacity of 500 students is considered as an absolute maximum for any one toilet room.

The number of toilet fixtures located in special instructions areas (home economic departments, vocational agriculture departments, etc.) may be computed on the same basis as for main toilet rooms. If these areas are used throughout the day the average number of students in these areas at any one period during the day may be deducted from the total enrollment before computing the regular toilets or lavatories.

Special fixtures such as for the principals' toilets, teacher's toilets, lunch rooms, etc., should not be considered in computing the number of various fixtures necessary to serve the total enrollment.

**RECOMMENDED PLUMBING FIXTURES**

1. For one classroom (first and second grades only) in large school:

One water closet-one lavatory-one drinking fountain.  
(Combinator work counter lavatory-drinking fountain usual).  
One water closet for each sex is desirable.

2. The following are the recommended ratios of fixtures to pupils applying to general toilet rooms. Where elementary and high school pupils use the same facilities, the ratios recommended for elementary schools should be used. In computing the number of fixtures, fractions should be considered as additional fixtures. All general toilet rooms should contain at least two water closets regardless of the number of pupils to be accommodated.

Water Closets	Boys	Girls
Elementary Schools	1:60	1:30
High Schools (Jr. & Sr.)	1:75	1:40
<b>Urinals</b>		
High	1:40	
Elementary	1:40	
<b>Lavatories</b>		
Elementary and High Schools	1:60	1:60

3. Drinking Fountains

(a) 1:100 pupils in corridors  
Minimum of one on each floor

(b) Fountains not readily accessible at all times should not be considered in computing necessary quantity. Drinking fountains should not be located in toilet rooms.

(c) Location of fountains governed by design of building.

(d) At least one fountain should be provided at or near the play area.

#### 4. Special Areas:

(a) Janitors' toilet: One W. C. and one lavatory. Also, janitors' closets with storage facilities and service sink.

(b) Kitchen employees toilet and locker rooms.  
One W. C. and one lavatory (plus lavatory in kitchen).

(c) Shop areas: One W. C. and one lavatory (unless main toilets are nearby).

(d) Public toilets for gymnasiums and auditoriums (unless main toilets are available nearby):

Minimum of one W. C. and one lavatory, each sex. "Rule of thumb": One toilet unit (W. C. or urinal) per 125 or 150 patrons divided equally between men's and women's toilets. One lavatory for each 2 toilet units.

(e) Stage dressing rooms for large auditoriums should have a minimum of 1 W. C. and 2 lavatories. A shower is desirable.

(f) Gymnasiums:

(1) Lobby: Public toilets and minimum of one drinking fountain.

(2) Coaches or P. E. Instructor offices: private toilet and shower.

(3) Boys Locker room (per class or team size)

One W. C. per 40 or fraction thereof

One urinal per 30 or fraction thereof

One lavatory per 30 or fraction thereof

One shower head per 5 (min. of six)

One drinking fountain in locker area.

(4) Girls locker room (per class size)

One W. C. per 30 or fraction thereof (Min. 2)

One lavatory per 15 or fraction thereof (Min. 2)

Shower and dressing stalls 1 per 4 (Min. 6)

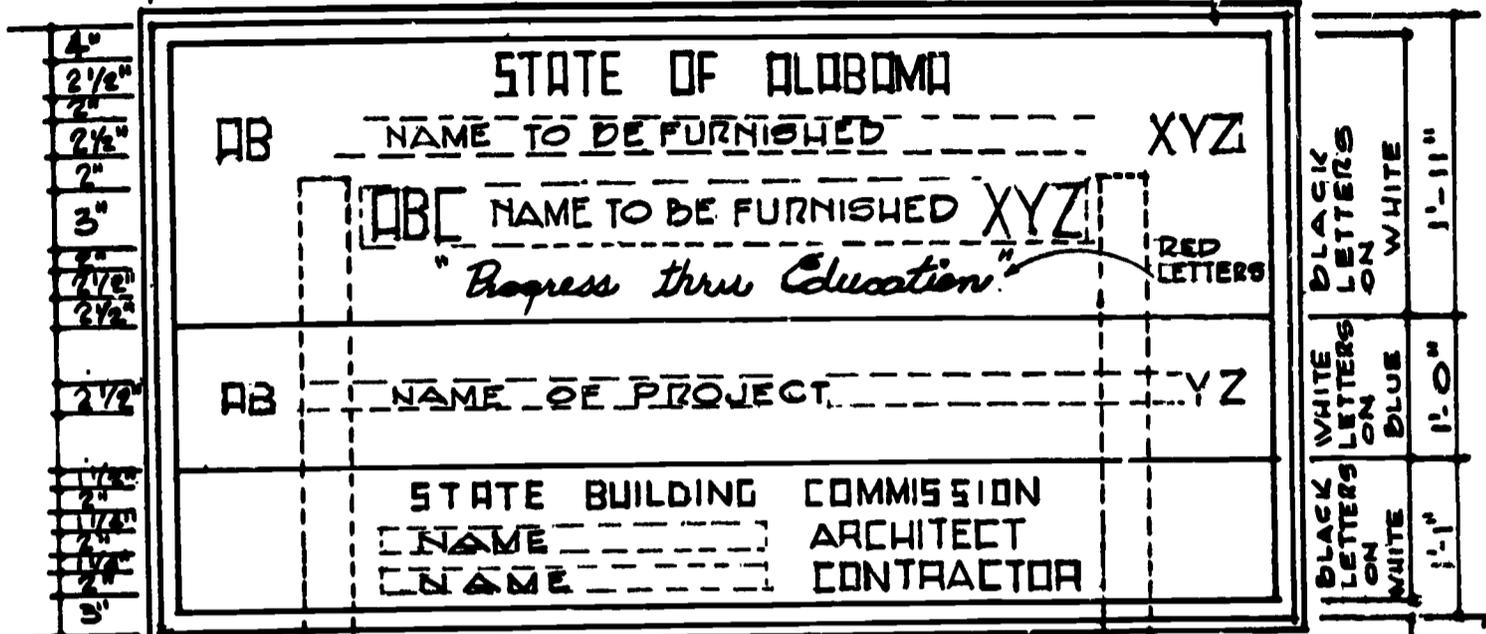
(Hair driers, 1 per 10, desirable in locker area, not in shower area)

One drinking fountain in locker area.

# APPENDIX N

8'-0"

WOOD SURROUND  
RED



1'-0"

6'-0"

1'-0"

4"x4"x8'-0"  
TREATED POST.

FIN GRADE

3'-0"

3/4" x 1 5/8"

3/4" x 1 5/8"  
BEVELED

3/4" EXT. PLYWOOD

DETAIL OF WOOD SURROUND

2'-0"

## DETAIL of PROJECT SIGN

SCALE: 3/4" = 1'-0"

### NOTES:

1. SIGN TO BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD. PAINT WITH 2 COATS BEST GRADE EXTERIOR PAINT BEFORE LETTERS ARE PAINTED ON.
2. SIGN TO BE PLACED IN PROMINENT LOCATION, EASILY READABLE FROM EXISTING STREET OR ROADWAY.
3. SIGN TO BE MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT.