

## CURRENT EDITION

# MANUAL of PROCEDURES of the STATE of ALABAMA DEPARTMENT of FINANCE, REAL PROPERTY MANAGEMENT, DIVISION of CONSTRUCTION MANAGEMENT

## INTRODUCTION

The Alabama Division of Construction Management (DCM) has two basic functions:

### **A. BASIC CODE FUNCTION:**

1. Adopt a State Building Code for any construction on:
  - a. State-owned property or using state funds.
  - b. Public (including charter) and private K-12 schools regardless of funding sources.
  - c. Public higher/postsecondary education schools.
  - d. Hotels/motels.
  - e. Movie theaters.
  - f. Municipal and county-funded/owned projects: only the Americans with Disabilities Act (ADA) Standards portion of the State Building Code is applicable.
  
2. Enforce a State Building Code through:
  - a. Required plan and specification reviews for any construction on:
    - (1) State-owned property or using state funds.
    - (2) Public (including charter) and private K-12 schools regardless of funding sources.
    - (3) Public universities.
    - (4) Hotels/motels.
    - (5) Movie theaters.
    - (6) Municipal and county-funded/owned projects for ADA Standards compliance only.
  
  - b. Required inspections of any construction on:
    - (1) State-owned property or using state funds.
    - (2) Public K-12 schools.
    - (3) Public universities.

- ### **B. BASIC ADMINISTRATIVE FUNCTION:** Review and administer public building construction and improvement projects through contract review for State Agencies and Departments, the Alabama Public School and College Authority (PSCA)-funded and other bond-funded projects, and other building projects and programs assigned to it by the Legislature and state Directors.

This manual defines requirements and procedures that building and property Awarding Authorities/Owners and design professionals must comply with if their construction or improvement project falls within the jurisdiction of one or both of these DCM functions. The jurisdiction of the Code Function is much broader than that of the Administrative Function and DCM's authority and procedures under each function varies dependent upon the project's Awarding Authority/Owner and their source(s) of funding for the project.

Although the chapters of the manual provide details of requirements and procedures, an Appendix A "SUMMARY OF DCM REQUIREMENTS BY PROJECT TYPE" is provided to assist readers to quickly determine which DCM requirements will apply to their project.

**It is recommended** that the reader first refer to Appendix A to obtain a general understanding of DCM's requirements applicable to a proposed project before proceeding to follow the procedures contained in this manual.

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# CHAPTER 1

## ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT ORGANIZATION AND AUTHORITY

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### A. ABBREVIATIONS and DEFINITIONS

As used in this manual the following words, phrases, and abbreviations shall have the following meanings, respectively:

1. **ABRFA:** Alabama Building Renovation Finance Authority.
2. **ACIFA:** Alabama Corrections Institution Finance Authority.
3. **AMHFA:** Alabama Mental Health Finance Authority.
4. **AWARDING AUTHORITY:** A governmental entity, public corporation or private entity authorized by the Code of Alabama to enter into agreements and contracts for the design and construction, repair, or improvement of public buildings and property. This term is interchangeable with "Owner" for publicly and privately funded projects.
5. **COMMISSION:** The former State of Alabama Building Commission.
6. **DCM:** The State of Alabama Division of Construction Management.
7. **DESIGN PROFESSIONAL:** The Alabama registered architect, engineer, or architectural or engineering firm employed to design the construction of, or improvements to, a building, facility or property. The **Lead Design Professional** is the architect, engineer, or architectural or engineering firm under contract with an Awarding Authority/Owner.
8. **ELECTRONICALLY-SIGNED DOCUMENTS:** When electronically-signed documents are required in this Manual, such e-documents must be submitted using DocuSign PowerForm links available from DCM’s website. Alabama

Administrative Code 355-20-1 **requires the following**, including but not limited to a system that is encrypted and captures: a) the IP address of participants, b) the date and time stamp of all events, c) all web pages, documents, disclosures, and other information presented and d) what each party acknowledged, agreed to, and signed. Note: Cut-and-pasting an image of a signature in a Word document or PDF, or scanning and emailing a signed document, do not meet all requirements.

9. **DIRECTOR:** The Director of DCM.
10. **FULLY LOCALLY-FUNDED PROJECT:** A project for which the funding is totally derived from the resources of the local Awarding Authority/Owner (no state funds or state bond issue funds are involved).
11. **HOTELS/MOTELS:** Any public inn or lodging house of 15 or more bedrooms, in which transient guests are lodged for pay.
12. **K - 12:** Public and private school systems providing education in levels of kindergarten through the twelfth grade.
13. **LEA:** Local Education Authority.
14. **MOVIE THEATERS/MOVING PICTURE THEATERS:** Any building in which moving pictures or electronic-format movies are featured regularly for charge of admission.
15. **O/A AGREEMENT:** Agreement Between Owner and Architect - the contract through which an Awarding Authority/Owner employs the professional services of a Design Professional. The term "Agreement" is interchangeable with "O/A Agreement".
16. **HIGHER/POSTSECONDARY EDUCATION:** All education that takes place after twelfth grade, including but not limited to public and private colleges, universities, trade schools and institutes.
17. **PSCA:** The Alabama Public School and College Authority.
18. **PSCA-FUNDED PROJECT:** A project for which the funding is partially or fully derived from PSCA funds.
19. **PUBLIC WORKS LAW:** Title 39 of the Code of Alabama, 1975, as amended.
20. **SCHOOLS/SCHOOLHOUSES:** Any building or other structure erected or acquired by the public schools of Alabama and also shall mean any private building in which 25 or more persons are congregated regularly for the purpose of instruction in any branch of knowledge.
21. **SDE:** The Alabama State Department of Education.
22. **STATE BUILDING and CONSTRUCTION:** All buildings and other structures erected or acquired by or on behalf of the State of Alabama or any of its agencies or instrumentalities.

- 23. STATE BUILDING CODE:** The body of building standards published by code writing organizations which has been adopted by DCM as minimum building standards applicable to any new construction, addition, renovation, modification of mechanical, electrical, plumbing systems, sitework and generally any and all work on state-owned property and/or using state funds, on public (including charter) and private K-12 schools regardless of funding sources, on public higher/postsecondary education schools, on hotels/motels and movie theaters. The Americans with Disabilities Act (ADA) Standards portion of the State Building Code is applicable to municipal and county-funded/owned projects.
- 24. TECHNICAL STAFF:** The full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM on a daily basis.

## **B. ABOLITION of the ALABAMA BUILDING COMMISSION**

The Alabama Building Commission was created by Act No. 128 of the 1945 regular session of the Alabama Legislature. Act No. 290, also of the 1945 regular session, authorized and directed the Alabama Building Commission to promulgate and enforce a code of minimum building standards for state building and construction, school houses, hotels, and moving picture theaters. Act No. 766 of the 1978 regular session required the Alabama Building Commission to adopt, promulgate and enforce a state building code containing energy conservation measures to be used in all future construction or remodeling of buildings which are constructed with state appropriated funds. Act No. 435 of the 2015 regular session of the Legislature abolished the Alabama Building Commission effective October 1, 2015 and all powers, authority and jurisdiction of the Building Commission, including but not limited to those authorities currently established in Sections 16-1-2.1 and 16-2.2, 16-16-10(o)(2) and (p), 34-14B-1 to 34-14B-10, 39-2-2(f)(1), 41-9-160 to 41-9-165, 41-9-170 to 41-9-174, 41-9-243, 41-9-542, 41-10-271, 41-10-364, and 41-16-72(3)(a) through (f) were transferred to the Division of Construction Management within the Department of Finance.

## **C. ORGANIZATION and OPERATION of THE ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT**

DCM is a division of Real Property Management, which is an agency within the Alabama Department of Finance.

Pursuant to the "Alabama Administrative Procedures Act" (Acts 1981, No. 81-855, p. 1534, '1.), DCM adopts rules which it publishes in The Alabama Division of Construction Management Administrative Code. DCM maintains a full-time Technical Staff, headed by a Director, through which DCM's powers, duties, rules, and policies are carried out on a daily basis.

To obtain information from, or make requests of DCM or its Technical Staff, including requests to adopt, amend, or repeal rules of the administrative code, the public should write to:

Email: [feedback@rpm.alabama.gov](mailto:feedback@rpm.alabama.gov)

Mail: Director, Alabama Division of Construction Management  
PO Box 301150  
Montgomery, AL 36130-1150

Overnight Delivery: Director, Alabama Division of Construction Management  
770 Washington Ave, Suite 444  
Montgomery, AL 36104

**D. POWERS and DUTIES of the ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT**

1. DCM has full power and authority to provide for and supervise the planning, design, construction, renovation, and/or improvement of state buildings and property, including entering into contracts as necessary to implement this power and authority and to acquire land for the location of such state buildings (see Title 41-9-141 for specific authority).
2. DCM 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.
3. DCM is authorized and directed to adopt and enforce a State Building Code and to keep the code updated and consistent with acceptable architectural and engineering practices. The State Building Code is to include an energy conservation code for state buildings, including public schools.
4. DCM is responsible for reviewing plans and specifications for compliance with the Americans with Disabilities Act (ADA) Standards prescribed by the State Fire Marshal for public buildings and facilities which includes municipal and county-owned projects. DCM is authorized to construe and interpret such standards and to adopt and enforce rules and regulations prescribing additional standards. (See Title 21-4-5 & 6 for authority and responsibility shared with the State Fire Marshal.)
5. DCM may appoint and dismiss any officers, employees and agents including competent architectural and technical employees as may be necessary to effectuate its powers and duties. All employees of DCM are subject to the provisions of the merit system.

**E. PROJECTS REQUIRED to be SUPERVISED and ADMINISTERED by DCM**

DCM reviews and administers public construction and improvement projects assigned to it by legislative acts or state Directors, authorizing and funding specific construction projects or programs. In general, the Technical Staff reviews, administers, and inspects construction and improvement projects and provides periodic inspections per the following:

1. PSCA-Funded or Fully Locally-Funded State Agency and Department Projects: administered by Plan Review Division, Contract Administration Division and Project

Inspection Division. Supervised by Project Management Division when assigned by state Directors.

2. PSCA-Funded and other Bond-Funded Public K-12, Public University and other non-ACCS Projects: administered by Plan Review Division, Contract Administration Division and Project Inspection Division.
3. Fully Locally-Funded Public Universities: administered by Plan Review Division and Project Inspection Division.
4. Fully Locally-Funded Public (including Charter) K-12 Projects: administered by Plan Review Division and Project Inspection Division. Note: Lead Design Professionals submit O/A Agreements, amendments, construction contracts and change order documents to the SDE for full review. SDE then forwards a copy of the documents to DCM's Contract Administration Division. If PSCA money is added to a project that began as fully locally-funded, contract administration transfers from SDE to DCM's Contract Administration Division.
5. Private K-12, Hotel/Motel and Movie Theater Projects: administered by Plan Review Division.
6. County and Municipal-Owned Projects: administered by Plan Review Division for Americans with Disabilities (ADA) Standards compliance only.

**EE. PROJECTS for which DCM SERVICES may be CONTRACTED:**

For any projects where either no DCM services or limited DCM services are required, an Owner may choose to contract for DCM plan review, construction inspection, and/or for DCM contract review services. Any projects to be inspected by DCM, must also have plans and specifications reviewed by DCM to ensure uniformity of code application on the project.

**F. ORGANIZATION and OPERATION of the TECHNICAL STAFF**

The Director manages the daily operations of the Technical Staff and the preparation, publication, and maintenance of this Manual of Procedures. The Technical Staff is composed of four divisions providing the following services and functions:

1. **Plan Review Division:**
  - a. Evaluates and recommends codes, code revisions, or code supplements as published by code publishing organizations to be adopted (with modifications) by DCM for inclusion in the State Building Code.
  - b. Enforces the State Building Code and other regulations through required review of proposed construction plans, specifications, and related documents for projects on property within DCM's jurisdiction which includes any new construction, addition, renovation, modification of mechanical, electrical, plumbing systems, sitework and generally any and all work on state-owned property and/or using state funds, on hotels/motels and movie theaters, on public (including charter) and private schools regardless of funding sources, including all K-12, and all public universities. Reviews municipal and county-

owned project submittals for ADA Standards compliance only.

**2. Contract Administration Division:**

- a. Supervises and administers project contract documents to ensure compliance with state laws, DCM rules and procedures, and other regulations.
- b. Conducts required reviews, approvals, and processing of agreements, amendments, construction contracts, change orders, invoices and related documents for any new construction, addition, renovation, modification of mechanical, electrical, plumbing systems, sitework and generally any and all work on state agencies and departments, on partially or fully PSCA-funded and other bond-funded projects. Note: Lead Design Professionals submit fully locally-funded public (including charter) K-12 contract documents to the SDE for full review. SDE then forwards a copy of the documents to DCM's Contract Administration Division. If PSCA money is added to a project that began as fully locally-funded, contract administration transfers from SDE to DCM's Contract Administration Division.

**3. Project Management Division:**

- a. Supervises and administers state department projects assigned to DCM to ensure compliance with state laws, DCM procedures and other regulations.
- b. DCM project architects assist planning for the construction, repair, remodeling, enlargement, renovation, furnishing, refurbishing, improvement or relocation of buildings, structures, and facilities for state departments, boards, bureaus, commissions, agencies and offices.

**4. Project Inspection Division:**

- a. Conducts required pre-construction conferences and inspections of projects under construction to ensure acceptable building practices, code compliance and conformance with contract documents.
- b. In conjunction with the Design Professional and Awarding Authority/Owner, DCM Inspectors establish substantial completion for building occupancy.
- c. Conducts required pre-construction conferences, inspections and substantial completions which are limited to any new construction, addition, renovation, modification of mechanical, electrical, plumbing systems, sitework and generally any and all work on state-owned property and/or using state funds, on public K-12 schools, and on public universities.

**G. DCM USER FEES**

Pursuant to Section 41-4-355 of the Code of Alabama, 1975, as amended, and Administrative Rule 355-16-1 Collection of User Fees, DCM assesses and administers fees for (1) Plan Review, (2) Permit for pre-construction conferences and inspections during construction, and (3) Contract Document Administration.

All fees may be paid online at [www.dcm.alabama.gov/user\\_fees.aspx](http://www.dcm.alabama.gov/user_fees.aspx). Processing charges are \$4.00 for ACH electronic check or 3% + \$2.00 for credit card payment.

Physical checks should be made payable to “Finance- Construction Management”. Please reference the DCM Project Number on the check, if available.

Mail: Finance- Construction Management  
PO Box 301150  
Montgomery, AL 36130-1150

Overnight Delivery: Finance- Construction Management  
770 Washington Ave, Suite 444  
Montgomery, AL 36104

State agencies may arrange payment by inter-agency funds transfer. Fees for PSCA-funded projects may be paid by transfer from PSCA.

Outstanding accounts are expected to be paid within one hundred twenty (120) days.

The following fees are not owed for fully locally-funded public and private K-12 projects and fully locally-funded four-year public University projects with both an estimated cost of \$750,000.00 or Less and a contract awarded on or after 10/01/22 for capital improvement or alterations, additions, repair, or maintenance of heating, ventilation, and air conditioning systems or any alterations, additions, repair, or maintenance of a roof; ***all such projects are still subject to DCM plan reviews, and all such public K-12 and public University projects are still subject to DCM pre-construction conferences and inspections.***

- Determination of whether or not a project is in the \$750,000.00 or Less classification for Plan Review Fees is based on the estimated cost of the entire project including all phases and bid packages. If the total estimated cost of all phases and bid packages is greater than \$750,000.00 for a fully locally-funded public or private K-12 project or a fully locally-funded four-year public University project, then the Plan Review Fee is owed.
- If total of bids received for all phases and bid packages exceeds \$750,000.00 for a fully locally-funded public K-12 project or a fully locally-funded four-year public University project, then a Permit Fee is owed.

### **1. Plan Review Fee**

**Basic Plan Review Fee:** The basic Plan Review Fee includes Schematic, Preliminary, Final, and 1<sup>st</sup> Revised Final reviews along with review of any minor changes after plans have been approved.

The Plan Review Fee Worksheet (available on DCM’s website at [www.dcm.alabama.gov/user\\_fees.aspx](http://www.dcm.alabama.gov/user_fees.aspx)) calculates the total basic plan review fee based on the estimate of construction cost.

If the submittal is for a Schematic or Preliminary review, the total fee on the worksheet may be paid in two parts. The Initial payment due at the time of the first submittal is 50% of the total, up to a maximum of \$500.00. Payment in full must be received for log-in of the Final review submittal.

All addenda and ASI's are an integral part of the construction documents and must be submitted to the Division of Construction Management for review and approval upon publication. Change orders with plans and all value engineering for a construction contract also require review. These types of reviews are covered under the basic fee.

The basic Plan Review Fee is subject to the Final Reconciliation of Fees at the close of construction.

**Optional 65% Intermediate Review Fee:** In addition to the Schematic, Preliminary and Final Review submittals, the Owner may request an Optional 65% Intermediate Review of all systems of plans and specifications that are less than 100% complete. The fee for this review is 65% of the Basic Plan Review Fee figured using the current estimate of project construction cost. This Intermediate review is not included in the Basic Plan Review Fee. The Optional 65% Intermediate Review Fee must be accounted for separately from the Basic Plan Review Fee. Payment of an Optional 65% Intermediate Review Fee covers one Optional 65% Intermediate Review.

**Additional Revised Final Review Fee:** Each Additional Revised Final plan review submittal (2<sup>nd</sup>, 3<sup>rd</sup>, etc.) will incur the Additional Revised Final review fee of 15% of the calculated basic plan review fee until plans are approved. Payment must be received before the review is logged in.

**Rebid/ Revised Scope Fee:** Changes to plans for rebid or a significant revision in the scope of work may incur an additional fee based on the reviewers' evaluation of the extent of the changes during the course of the review. The fee options for rebid or revised scope are as follows:

- Changes are minimal or cosmetic. Submittal is reviewed as a change to approved plans covered under the basic fee.
- Changes are more substantial. Submittal is reviewed similar to an Additional Revised Final review with the 15% Additional Revised Final Review Fee.
- Changes are so extensive that a new complete review is required. A full basic fee will be required based on the current estimated construction cost.

**ADA Review Fee:** Plans and specifications for projects owned and locally-funded by Municipal and County governments must be submitted for review of compliance with Americans with Disabilities Act (ADA) Standards only. The fee for this service is 50% of the calculated basic plan review fee, up to a maximum of \$500.00. If more than one Revised Final submittal is required, the 15% Additional Revised Final Review Fee will apply.

**Refund of Unearned Portion of Fee:** When the Owner terminates a plan review after the submittal has been logged-in to DCM's system, the unearned portion will be refunded to the Owner. The earned and unearned portions of the fee are determined by the percentage of completed reviews and by the percentage of uncompleted reviews to the total number of required reviews (architectural, fire protection, mechanical and/or electrical) for the submittal.

## **2. Permit Fee**

**Basic Permit Fee:** The basic Permit fee covers the pre-construction conference

and the required project inspections by the DCM Inspector during construction. This fee becomes due when a construction contract or self-performance letter is received by DCM and must be paid before the Pre-Construction Conference is scheduled with the DCM Inspector.

The Permit Fee Worksheet (available at [www.dcm.alabama.gov/user\\_fees.aspx](http://www.dcm.alabama.gov/user_fees.aspx)) calculates the basic Permit fee based on the Construction Contract Amount or estimate of cost for self-performance.

The basic Permit Fee is subject to the Final Reconciliation of Fees at the close of construction.

**Permit-Reinspection Fee:** The Reinspection Fee is \$1,500.00 per occurrence. It may be charged if (a) the contractor has not completed the work required for the particular inspection or (b) the inspection is cancelled / rescheduled without proper notice.

- a. Benchmarks are required for certain inspections as listed in the Pre-Construction Conference Checklist. If the minimum requirements are not met for the scheduled inspection, a Reinspection Fee will be charged to the contractor and must be paid before the Inspector returns to complete the inspection.
- b. Inspections may be cancelled or rescheduled at the Inspector's availability with a required minimum of 48 hour notice by email from the Design Professional to all parties including contractor, Awarding Authority/Owner, Inspector and DCM's main office at [inspections@rpm.alabama.gov](mailto:inspections@rpm.alabama.gov). If appropriate notice is not given, a Reinspection Fee may be charged and must be paid before the next inspection.

**Refund of Unearned Portion of Fee:** When the Owner terminates a construction project after the permit fee has been paid, the unearned portion of the fee will be refunded to the Owner. The earned and unearned portions of the permit fee are determined by the percentage of completed inspections and by the percentage of uncompleted inspections to the total number of required inspections for the project.

### **3. Contract Document Administration Fee**

**Basic Contract Document Administration Fee:** The basic Contract Document Administration Fee (CDA) applies to contracts administered by the DCM office and must be paid before the associated contract is reviewed. This includes review of all Owner/Architect Agreements and Construction Contracts for state agencies, partially or fully PSCA-funded and other bond-funded projects, and the related amendments, change orders, service invoices and pay requests. This fee does not apply to fully locally-funded K-12 public school or fully locally-funded university projects. The Basic CDA Fee includes review of the original submitted document and one revision. The CDA Fee for the Owner-Architect/Engineer Agreement is due before the agreement is reviewed by DCM (see exception below) or when a fully locally-funded project O/A Agreement is converted to PSCA. The CDA Fee for the Construction Contract is due before the contract is reviewed by DCM or when a fully locally-funded project Construction Contract is converted to PSCA.

When PSCA funds are added to an existing Owner/Architect Agreement by amendment or to an existing Construction Contract by DCM Form 9-E, the CDA fee is due with the modification documents and must be paid before the documents are reviewed. The CDA fee for modifications is based on the amount of Construction Cost of Work funded by PSCA.

The Contract Document Administration Fee Worksheet (available on DCM's website at [www.dcm.alabama.gov/user\\_fees.aspx](http://www.dcm.alabama.gov/user_fees.aspx)) calculates the basic CDA fee:

¼ of 1% (.25%) of the Project Budget for the Owner/Architect Agreement, or Project Budget funded by PSCA.

¼ of 1% (.25%) of the Construction Contract Amount for the Construction Contract, or for PSCA-funded projects, the PSCA severable payments portion.

The basic Contract Document Administration Fee is subject to the Final Reconciliation of Fees at the close of construction.

**Refund of Unearned Portion of Fee:** When the Owner terminates an O/A Agreement of Construction Contract after the Contract Document Administration (CDA) fee has been paid, the unearned portion of the fee will be refunded to the Owner. The unearned portion of the CDA fee is the total amount minus the earned portion of the CDA fee. The earned portion is determined by the following:

Part 1 (35%) Contract Portion of the CDA Fee shall be earned upon the full execution of the contract, or an amendment adding PSCA funding.

Part 2 (65%) Administration Portion of the CDA Fee shall be earned at the same rate as the Architect's invoiced percent complete for Service E.

**Open-End Owner/Architect Agreement Exception:** Open-End agreements at inception have no specific project amount in order to determine the fee. Because one of the purposes of this type of contract is to aggregate services for multiple smaller projects, the CDA-O/A fee for an Open-End Owner/Architect Agreement is billed annually for the fees associated with projects amended to the contract during the preceding year ending June 30.

**Additional Revised Contract Document Fee:** The Basic Contract Document Administration Fee includes review of the original submitted document and one revision. When more than one revision is required, an additional fee of \$200.00 will be charged to the design professional for each additional submittal until the document is executed. Contract documents subject to this fee include, but are not limited to, the following:

- Agreement Between Owner and Architect/Engineer
- Amendment to Agreement Between Owner and Architect/Engineer
- Architect's/Engineer's Statement for Services
- Construction Contract
- Contract Change Order
- Certificate of Substantial Completion
- Contractor's Application and Certificate for Payment

#### 4. Final Reconciliation of Fees

User Fees are paid at various points during the construction process using the best estimate of final construction cost at the time the fee is due. At the close of construction, the final reconciliation process recalculates each applicable basic fee using the actual final construction cost to determine whether any amount is due from/ to the Awarding Authority/Owner.

Project Awarding Authorities/Owners have the final responsibility for payment of all fees. The Awarding Authority/Owner may ask the Design Professional to remit any fee payment as a reimbursable expense. The Awarding Authority/Owner may also require the contractor to include one or more fees in the bid through the project specifications. At Final Reconciliation, the differences from the recalculation of all applicable fees are combined to arrive at a net amount either due from or refunded to the Awarding Authority/Owner.

As soon as the final construction contract amount or self-performance cost has been determined by final change order or final contractor's pay request, the Awarding Authority/Owner or the Design Professional should report that amount to DCM by email or through the online payment portal. DCM will then prepare and send the Final Reconciliation of Fees Statement invoice to the Awarding Authority/Owner.

The final cost of the work for the Final Plan Review Fee shall be adjusted to include the lowest bid on any additive unawarded alternates from the bid tab. The final cost of the work for the Final Permit Fee and the Final Contract Document Administration Fee shall be adjusted for any change orders and for any sales tax credit received by the Awarding Authority/Owner.

The Final Reconciliation Worksheets that will be used by DCM to recalculate the fees may be found on DCM's website at [www.dcm.alabama.gov/forms.aspx](http://www.dcm.alabama.gov/forms.aspx).

## **H. THIS MANUAL of PROCEDURES**

This manual sets forth procedures to effect compliance with the rules of the Alabama Division of Construction Management Administrative Code and state laws and regulations applicable to construction and improvement projects.

References in this manual to "Title", "Chapter", "Article", and/or "Section" pertaining to legal authority are to the Code of Alabama, 1975, as amended. References to "Construction Management Rules" or "DCM Rule" are to the Alabama Division of Construction Management Administrative Code, 1997, adopted, published, and amended in accordance with the Alabama Administrative Procedures Act. The policies and procedures contained in this manual are derived from or have been developed to enforce laws codified in the Code of Alabama, 1975, as amended and DCM rules.

**A Note of Caution:** This manual is dedicated to the requirements and procedures of DCM. Before proceeding with preparation of bid documents or submittals to DCM, the Design Professional should determine whether sources of project funding (such as federal funding) or regulations particular to the Awarding Authority/Owner may require modification or supplementation of DCM requirements and procedures. If modification or supplementation is necessary, contact the Technical Staff for guidance as to the appropriate method.

# CHAPTER 2

## STATE BUILDING CODE

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### **A. ADOPTED CODES and STANDARDS**

The 2021 International Building Code adopted on July 1, 2022 as the State Building Code and enforced by the Division of Construction Management (DCM) includes the following:

<u>Companion Codes</u>	<u>Date of Adoption</u>
• <i>2021 International Existing Building Code</i>	July 1, 2022
• <i>2021 International Plumbing Code</i>	July 1, 2022
• <i>2021 International Fuel Gas Code</i>	July 1, 2022
• <i>2021 International Mechanical Code</i>	July 1, 2022
• <i>2020 National Electrical Code (NFPA 70)</i>	July 1, 2022
• <i>2021 International Fire Code</i>	July 1, 2022
• <i>ANSI/ASHRAE/IES Standard 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential Buildings, with exceptions permitted to:</i>	July 1, 2022
<i>6.5.1 – Economizers</i>	
<i>8.4.2 – Automatic Receptacle Control</i>	
<i>8.4.3 – Electrical Energy Monitoring</i>	
• <i>2010 ADA Standards for Accessible Design</i>	April 18, 2011
<i>These requirements supersede the accessibility requirements contained in the International Building Code and ANSI A117.1.</i>	

### **DCM Code Supplements**

• <i>2020 ICC/NSSA-500 Standard for the Design and Construction of Storm Shelters</i>	July 1, 2022
• <i>2019 National Fire Alarm and Signaling Code (NFPA 72)</i>	July 1, 2022

## **B. OFFICIAL RECOMMENDATIONS**

The DCM adopts by reference, as official recommendations rather than as mandated regulations, Chapter 5 of the Architectural and Transportation Barrier Compliance Board (ATBCB) publication; "Recommendations for Accessibility Standards for Children's Environments."

## **C. FUTURE REVISIONS to the STATE BUILDING CODE**

Future revisions to the State Building Code will be made in accordance with procedures of the Alabama Administrative Procedures Act. The public will be notified of the DCM's intended action in the Alabama Administrative Monthly, published by the Legislative Reference Service, Administrative Procedure Division. The public will be given the opportunity to present their views and opinions to the Director for consideration. Upon satisfaction of these procedures, this chapter will be updated containing the revised State Building Code.

## **D. OBTAINING COPIES of the ADOPTED CODES**

Information regarding the costs and availability of the adopted codes may be obtained as follows:

1. International Codes  
International Code Council  
500 New Jersey Avenue, NW  
6<sup>th</sup> Floor  
Washington, DC 20001 Telephone No: 1-888-422-7233  
Free online access: <https://codes.iccsafe.org/search/map>
2. National Electrical Code  
Secretary, Standards Council  
National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02169 Telephone No: 1-800-344-3555  
Free online access: <https://www.nfpa.org/NEC/About-the-NEC/Free-online-access-to-the-NEC-and-other-electrical-standards>
3. 2010 ADA Standards for Accessible Design  
U.S. Department of Justice,  
Disability Rights Division  
950 Pennsylvania Avenue, NW  
Washington, DC 20530 Telephone No. 1-202-307-0663  
Free online access:  
<https://www.ada.gov/regs2010/2010ADASTandards/2010ADAstandards.htm>  
AND

Recommendations for Accessibility Standards for Children's Environments  
Architectural and Transportation Barriers Compliance Board  
1331 F Street, N.W., Suite 1000  
Washington, DC 20004-1111 Telephone No. 1-800-872-2253  
Free online access: <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/background/ada-accessibility-guidelines-for-building-elements-designed-for-children-s-use>

## **E. JURISDICTION of the STATE BUILDING CODE**

With the exceptions of the energy conservation standards and the accessibility standards adopted in the State Building Code, the State Building Code is applicable to construction in Alabama defined as:

**STATE BUILDINGS AND CONSTRUCTION:** All buildings and other structures erected or acquired by or on behalf of the state of Alabama or any of its agencies or instrumentalities.

**SCHOOLS:** Any building or other structure erected or acquired by the public schools of Alabama and also shall mean any private building in which 25 or more persons are congregated regularly for the purpose of instruction in any branch of knowledge.

**HOTELS/MOTELS:** Any public inn or lodging house of 15 or more bedrooms, in which transient guests are lodged for pay.

**MOVIE THEATERS:** Any building in which moving pictures or digital video files are featured regularly for charge of admission.

**ENERGY CONSERVATION STANDARDS** of the State Building Code apply to all buildings constructed or remodeled with state appropriated funds or funds from any other instrumentality of the state.

**ACCESSIBILITY STANDARDS:** The DCM's responsibility to review plans and specifications for compliance with accessibility standards applies only to buildings and facilities used by the public which are constructed in whole or in part by the use of state, county, or municipal funds, or the funds of any political subdivision of the state. See Title 21-4-6 for jurisdiction shared with the State Fire Marshal. Note: municipal and county-funded/owned projects must be submitted to DCM for plan review of ADA Standards only.

## **F. PRECEDENCE of CODES**

1. For projects on state property, including all public schools, only the State Building Code is applicable. For hotels/motels, motion picture theaters, and private schools, where conflicts exist between the State Building Code, local codes, or other codes, the most stringent requirements shall prevail.

2. All hotels, motels, food preparation facilities, private water systems, and sewage disposal systems must also meet requirements of, and be approved by, the County Health Department of jurisdiction, prior to beginning construction.

## **G. RESPONSIBILITY for COMPLIANCE**

The compliance of plans and specifications with code requirements is the responsibility of the primary design professional, and approval of these documents by the Technical Staff does not relieve the primary design professional of this responsibility.

## **H. DCM CODE SUPPLEMENTS**

To minimize frequent problems on public construction and improvement projects, DCM adopts specific design and construction requirements or recommendations to supplement the State Building Code. The following requirements and recommendations are adopted:

### **1. DCM Code Supplement No.1: Labeling of Fire Doors and Frames**

All door openings in fire resistive walls and partitions requiring a rating shall be protected by assemblies which include doors, frames, hardware, closing devices, anchorage, sills, etc., installed in accordance with the National Fire Protection Association (NFPA) 80, Standard for "Fire Doors and Fire Windows" and the State Building Code.

To further clarify the basic requirements and/or the correct method of labeling that will be acceptable to the Alabama Division of Construction Management, the labels shall include the following:

- a. **Accessibility**: Each component shall bear a label located so as to be accessible after installation.
- b. **Permanence**: Each component shall bear a label of a type of material and be so attached that the life of the label and the attachment thereof can reasonably be expected to equal the life of the component to which it is attached. Labels shall be raised or embossed on metal labels or stamped into metal frames. Plastic or paper labels are unacceptable.
- c. **Legibility**: The label design shall be such that it can be visible and legible at all times and must be clean of any paint or other coverage making the label illegible.
- d. **Fire Resistance**: All approved labels on doors and on frames shall include thereon the fire resistance rating in hours and/or minutes for which the door or frame is labeled. Labels on frames with transoms or sidelights must identify that the opening assembly includes same.
- e. **Other Requirements**: The labels or stamps applied to frames must be provided by a manufacturer that has been approved by a laboratory or organization to provide testing and follow-up services for fire-rated opening assemblies.

**2. DCM Code Supplement No. 2: Labeling of Storm Shelter Doors, Windows, Shutters and Impact Protective Systems**

All openings in storm shelter enclosures requiring a rating shall be protected by assemblies which include doors, frames, hardware, closing devices, windows, shutters, louvers, anchorage, sills, etc., installed in accordance with ICC 500, ICC/NSSA Standard for the Design and Construction of Storm Shelters.

To further clarify the basic requirements and/or the correct method of labeling that will be acceptable to the Alabama Division of Construction Management, the labels shall include the following:

- a. **Accessibility:** Each component shall bear a label located so as to be accessible after installation.
- b. **Permanence:** Each component shall bear a label of a type of material and be so attached that the life of the label and the attachment thereof can reasonably be expected to equal the life of the component to which it is attached. Labels shall be raised or embossed on metal labels or stamped into metal frames. Plastic or paper labels are unacceptable.
- c. **Legibility:** The label design shall be such that it can be visible and legible at all times and must be clean of any paint or other coverage making the label illegible.
- d. **Fire Resistance:** See DCM Code Supplement No. 1.
- e. **Other Requirements:** The labels or stamps applied to frames, etc., must be provided by a manufacturer that has had their products tested in accordance with ICC 500 Chapter 8. Product specimens shall have passed the testing requirements of ICC 500 Chapter 8 as conducted by a third party, nationally recognized accredited and approved testing laboratory. The testing laboratory shall maintain ongoing periodic inspections of the products it has tested to confirm continued compliance.

## CHAPTER 3

# SUBMITTAL REQUIREMENTS AND PROCEDURES FOR PLAN REVIEW

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### **A. INTRODUCTION**

Plans and specifications for all projects within the jurisdiction of the State Building Code, including ACCS projects with Notices-To-Proceed issued prior to August 1, 2021, must be submitted to the DCM Technical Staff for review. Sections B through F of this Chapter establish the submittal requirements and procedures that are typical for all projects, and Section G establishes additional requirements that apply when a project is to be supervised and administered by the Technical Staff. The project’s funding source usually determines the jurisdiction of the State Building Code and DCM’s involvement during construction; therefore, **it is paramount that the design professional identify the Awarding Authority’s/Owner’s source(s) of funding from the onset.**

Before proceeding with the requirements of this chapter, it is recommended that:

1. The design professional and Awarding Authority/Owner of a project involving the erection of MANUFACTURED BUILDINGS first refer to Project Appendix A-1 for special procedures related to such projects.
2. The Awarding Authority/Owner considering acquisition of a facility through a LEASED OR LEASED-PURCHASE AGREEMENT first refer to Project Appendix A-2 for special procedures related to such building acquisitions.
3. The design professional of other project types first refer to the "Summary of DCM

Project Requirements" in Project Appendix A to obtain a general understanding of DCM's authority, requirements, and procedures applicable to the proposed project.

## **B. BASIC SUBMITTAL RULES**

### **1. PRE-BID REVIEW AND APPROVAL REQUIRED**

Submissions of plans and specifications to the Technical Staff shall be made, and final submittal review approval obtained, as well as approval obtained of submittals of any Required Actions noted on the Project Comment Letter issued by DCM for the final submittal review, prior to the receipt of bids to ensure that the Technical Staff's comments are incorporated into the bid documents. **“Conditionally Approved” on a final Project Comment Letter means final submittal review approval has not yet been obtained. “Approved” on a final Project Comment Letter means final submittal review approval has been obtained.**

### **2. USE OF DCM (BC) PROJECT NUMBER**

- a. DCM utilizes a database document management system in which all documents relative to a project are recorded under a seven-digit Division of Construction Management (former Building Commission) Project Number [Example: DCM (BC) #2019300]. Upon receipt of the first document related to a project, the DCM will assign a project number, establish a project record, and notify the design professional of the assigned project number. **All project related correspondence and documents subsequently submitted to DCM must clearly display the DCM (BC) Project Number.**
- b. For purposes of DCM's records and tracking, the scope of a project is defined by the scope of work covered by the O/A Agreement, regardless of how many bid packages and construction contracts are required to execute the "project". Therefore, the DCM (BC) Project Number assigned to the O/A Agreement will typically cover all resulting bid packages and construction contracts. When the scope of an O/A Agreement involves improvements to be made at several different schools within a school system, each bid package prepared and each construction contract performed will be recorded and tracked under the DCM (BC) Project Number assigned to the O/A Agreement. If the scope of an O/A Agreement is expanded by Amendment resulting in additional bid packages and construction contracts, the additional bid packages and contracts will be recorded and tracked under the DCM (BC) Project Number originally assigned to the O/A Agreement. Exception: If the locations of a multiple-location project are in different DCM Inspector territories, then multiple DCM (BC) Project Numbers may be assigned.

### **3. DCM Form B - 1: TRANSMITTAL OF PLANS AND/OR SPECIFICATIONS**

This form is listed in Appendix B of this manual and under “Forms - Plan Review Submittals” of DCM’s website [www.dcm.alabama.gov](http://www.dcm.alabama.gov) and is to be used when

submitting plans and/or specifications to DCM regardless of the project type, funding source, or type of plan review required. Furnish all applicable information requested on the form. Incomplete forms will result in the submittal not being accepted **for log-in of review commencement**.

#### **4. NAME OF PROJECT**

When the design professional and Awarding Authority/Owner assign a name to a project, it should be easily identifiable with the design documents to be produced and work to be performed. This is particularly important for projects of multiple bid packages and construction contracts.

The main project name must match on all Contract Documents which includes the O/A Agreement, Drawings, Project Manuals, Addenda, and Construction Contracts. In addition to matching the main project name on an O/A Agreement, the project name on DCM Form B-1, Drawings, Project Manuals, Addenda and Construction Contracts must also include phases and bid package numbers, if any. If PSCA-funded, the main project name on all Contract Documents must also match with the project name of any PSCA Funding Approval Letter issued by the PSCA Board or by any PSCA Board-Designated Approval Authority such as the State Department of Education; therefore, it is important for the Owner (with the Design Professional’s help when possible), to submit their initial Project Request for PSCA Review of Allowable Costs using the project name requirements detailed below, so that PSCA can then issue a PSCA Funding Approval Letter with a correct main project name that will be used on all Contract Documents.

In compliance with reporting requirements, “Various Schools” and “Various Buildings” are not acceptable project names; each specific school must be named in the project name. A K-12 school name is usually different than its Owner entity name. A higher education school name may be the same as its Owner entity name. For project names of K-12 and higher education projects, include when applicable the name(s) of the building(s) and/or field(s) where the project occurs. When applicable, the descriptor “Campus-Wide” is acceptable instead of individual building and/or field names. The use of a plural descriptor such as “Athletic Fields” by itself is acceptable only if a project is occurring on all such spaces of a school. The use of a single descriptor such as “Athletic Field” is acceptable only if a project is occurring in a space which is the only such type of space on campus. If a project is occurring in one space out of multiple similar spaces on campus, distinguish it with descriptors such as “Football Practice Field”, “Football Playing Field” and/or the official name of the space.

#### **5. REQUIRED DOCUMENTS: ELECTRONIC FORMAT**

**Hardcopy:** Not required.

**Electronic Files:**

- Only include one submittal’s pdf(s) per email as attachments or in a download link to [planreview@realproperty.alabama.gov](mailto:planreview@realproperty.alabama.gov); do not include multiple submittals’ pdfs in the same email. A submittal is any **one** of the following: Schematic,

Preliminary, Optional 65% Intermediate, Final, 1<sup>st</sup> Revised Final, Additional (2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>) Revised Final, Addendum, **ASD**, ASI, Change Order’s plans and specifications, Rebid, Revised Scope, Value-Engineered, ADA for local governments, Response to a Conditionally Approved submittal, etc.

- **If a set of plans is fifty pages or less, submit the plans as one pdf. If a set of plans is greater than fifty pages, provide each discipline’s plans as a separate pdf.**
- Submit one pdf of an entire project manual (instead of multiple pdfs per spec. section).
- Multiple pages of an item must be bound into a single pdf file per item. Single items broken into multiple pdf files due to file size must be clearly labeled in the correct sequence. An item is any **one** of the following: Narrative, complete set of plans (if 50 pages or less) or discipline of plans (if a complete set would be greater than 50 pages), project manual, comcheck, a previous DCM-issued Project Comment Letter and your Response Letter along with any consultants’ response letters and other support documentation, Plan Review Fee Worksheet, etc.
- **Label pdfs with the following syntax: Submittal type (and #, if any)–Phase or Bid Pkg, if any–Document type–Additional A/E desired identifiers. For example:**
  - **Schematic–Ph 1–plans**
  - **Final–Ph 2–plans–Electrical**
  - **1<sup>st</sup> Revised Final–Rebid–project manual**
  - **ADD 3–BP# 6–narrative**
- Pdfs for submittals must be flattened; in other words, the pdfs must not include layers and must not include pdf comments; an easy way to flatten a pdf is to open the pdf, select Print, then in the printer drop-down menu select “Print to pdf”, then save it, and the saved “Print to pdf” pdf will have been automatically flattened. Note: unflattened pdfs may be unreviewable on available DCM equipment.
- Pdfs must be legible.
- Pdfs created from documents converted from their original formats into pdfs, which are therefore mostly searchable, are preferable to pdfs created from scans.
- Please try to use true type fonts recognized by Adobe as text.

**6. PLAN REVIEW FEE REQUIRED**

See User Fees page at [www.dcm.alabama.gov](http://www.dcm.alabama.gov) to calculate and pay required plan review fees. See Chapter 1, Section G of this Manual for additional guidance.

**Exception: DCM Plan Review Fees are not owed for fully locally-funded public and private K-12 projects and fully locally-funded four-year public University projects with both an estimated cost of \$750,000.00 or Less and a contract awarded on or after 10/01/22 for capital improvement or alterations, additions, repair, or maintenance of heating, ventilation, and air conditioning systems or any alterations, additions, repair, or maintenance of a roof; *all such projects are still subject to DCM plan reviews.***

- Determination of whether or not a project is in the \$750,000.00 or Less classification for Plan Review Fees is based on the estimated cost of the entire project including all phases and bid packages.
- If the total estimated cost of all phases and bid packages of a fully locally-funded public or private K-12 project or a fully locally-funded four-year public University project is greater than \$750,000.00, then the Plan Review Fee is owed.

## **7. PHASES OF DESIGN SUBMITTAL**

Generally, most projects require a minimum of three phases or levels of plan submittal: schematic, preliminary, and final. At the Awarding Authority/Owner's request, an optional 65% intermediate review may be performed. The requirements for each phase are described below and are intended to minimize changes in design development to accommodate DCM requirements. Revised final submittals will be required for projects not receiving approval of initial final submittals. Schematic and preliminary submittals are not required for small projects of limited scope (such as minor alterations, re-roofing projects, parking lots and re-grading, HVAC or electrical renovations) or Local Governments' projects for which DCM's review is for compliance with accessibility standards only.

## **8. REVIEW TIME**

In scheduling the design of a project, design professionals should allow 30 days for DCM's review of each design phase. All submittals are reviewed in order of receipt.

## **9. REGISTRATION SEALS**

The specifications and drawings of the **FINAL** plan submittal shall bear seals of registration satisfying the following requirements:

- a. **Project Manual Cover, Index and Specifications:** The project manual cover shall bear the Alabama seal of registration of the primary design professional who prepared them or under whose supervision they were prepared. The technical specifications shall also bear the seal of the engineer (signed and dated) who prepared them. The seal may occur on the project manual cover, the project manual index or on the specification.
- b. **All Drawings, Addenda, ASIs, ASDs, Additional Specifications, Documents, etc.:** All such submittals to the Division of Construction Management must be sealed and/or signed and dated, as may be required by the respective Engineers and Architects licensure boards. See the Manual of Procedures, CHAPTER 3 - SUBMITTAL REQUIREMENTS AND PROCEDURES FOR PLAN REVIEW, B. BASIC SUBMITTAL RULES, item 9. REGISTRATION SEALS. Additionally, all such documents must contain the DCM project number, when assigned, to facilitate a timely review. See the Architect's Handbook, 100-X-5-.03 The Architect's Seal. See the Administrative Code of the State Board of Licensure for Professional Engineers and Land Surveyors and BCMP (3)(B)(8)(e).

- c. **Disciplines of Engineering:** The field of specialization of the Engineer whose seal and Alabama registration number appears on an engineering drawing must be in the phase of work, or discipline of engineering, represented on the drawing. Engineers affixing their seal and registration number to drawings in multiple engineering disciplines must provide written evidence of qualification through education and experience to indicate proficiency in the disciplines of engineering represented in the drawings. The absence of such evidence may result in disapproval of the entire set of design documents.
- d. **Full Professional Team Required:** Typical projects require specialty engineering by the structural, civil, mechanical, and electrical disciplines. While architects and engineers may claim to be doing work in the other's field which is only "incidental to the work", the use of a full professional team on projects within the jurisdiction of the State Building Code is required. Any question as to whether or not an element of design is "purely incidental " will be resolved by decision of the Director.

## 10. SUBMITTAL REVIEWS AND APPROVALS

- a. The Technical Staff will review the submitted plans and specifications for compliance with the State Building Code. The results of the review will be provided as written review comments to the submitting design professional and project Awarding Authority/Owner. **The design professional and/or Awarding Authority/Owner must provide a detailed response indicating compliance with each project review comment.**
- b. Changes made to plans and specifications after final approval, including but not limited to, addenda, architect's supplemental instructions (ASI), **architectural supplemental drawings (ASD)**, change orders, value engineering, etc. upon publication shall be submitted to the Technical Staff for review to confirm compliance with the State Building Code. Written response by the Technical Staff to these submittals will be emailed as a Project Comment Letter to the Owner, Lead Design Professional and DCM Inspector. All of a project's addenda must be approved by Technical Staff before a project's construction contract will be reviewed.

## 11. CERTIFICATION OF LEGALITY

The Technical Staff's approval of plans, specifications, change orders, or related materials submitted for public construction and improvement projects does not constitute certification that the documents or project comply with the state's competitive bid laws. The responsibility for this certification rests with the Awarding Authority/Owner and its legal advisor.

## 12. DISPOSITION OF SUBMITTED DOCUMENTS

- a. Schematic and preliminary plans and specifications will be retained by the

Technical Staff until receipt and review of the final bid documents at which time the schematic and preliminary documents will be destroyed.

- b. Final or revised final plans and specifications will be retained by the Technical Staff for a period of not less than five (5) years after completion of the project, or a period as may be prescribed by the Alabama Department of Archives & History. At the expiration of this period these documents may be destroyed.
- c. Project documents such as transmittal letters, comment letters, project-related correspondence, contracts, reports, etc., shall be retained by the Technical Staff for a period not less than seven (7) years after completion of the project, or a period as may be prescribed by the Alabama Department of Archives & History. At the expiration of this period, these documents may be destroyed.

### **C. SCHEMATIC PLAN SUBMITTAL**

- 1. Schematic drawings are required to be submitted for approval before development into larger scale preliminary plans. This is intended to avoid unnecessary work by the design professional on planning schemes which might not meet the approval of the Awarding Authority/Owner or DCM.
- 2. Should major changes be required in schematic drawings after they have been reviewed and approved by DCM, it is recommended that revised schematic drawings be submitted.
- 3. The schematic submittal must include the following (review is limited to the following):
  - a. **Site Plan**: Pertinent information concerning topography and other factors influencing the design, such as existing buildings, property limits, existing utilities, etc.
  - b. **Floor Plans**: Showing room arrangement, descriptive room/area designations (toilets, classrooms, mechanical spaces, storm shelters when required, gymnasiums, cafeterias etc.), and gross square footage of each floor. Plans should be at a scale normally not less than 1/16" = 1'- 0".
  - c. **Elevations**: If available.
  - d. **Source of Funding**: Identify the Awarding Authority's/Owner's source of funding (federal, state, local, private, etc.).

### **D. PRELIMINARY PLAN SUBMITTAL**

- 1. Preliminary plan review phase shall not be considered complete until the preliminary plans are approved by the Technical Staff. The Technical Staff will confirm that preliminary review comments have been sufficiently addressed in the

final plan submittal. Where extensive changes in the preliminary plans are required for approval, the comment letter will state that resubmittal is required.

2. Preliminary plans should be drawn at the scale intended for the final plans (see Section F, Final Plan Submittal).
3. The preliminary plans must contain or be accompanied with the following (review is limited to the following):
  - a. **Written Correspondence** addressing each comment of a schematic project comment letter.
  - b. **Fire Protection/Life Safety Plan**: A plan of each floor on which the following information is shown or stated:
    - (1) Square foot floor area(s) per space with room identification
    - (2) Type of proposed construction per Code classification (Type I, Type II, etc.)
    - (3) Fire rated walls
    - (4) Mixed occupancy walls
    - (5) Exit access corridors
    - (6) Tenant wall separations
    - (7) Horizontal exits
    - (8) Compliance with International Building Code Tables 504.3, 504.4, 506.2, 508.4, 601 and 716.5 (these are subject to periodic changes of numbers, locations, etc.) regarding:
      - (a) Allowable building height in feet above grade plane
      - (b) Allowable number of stories above grade plane
      - (c) Allowable area factor in square feet
      - (d) Required separation of occupancies (hours)
      - (e) Fire resistance rating requirements for building element (hours)
      - (f) Opening fire protection assemblies, ratings and markings
    - (9) Compliance with International Building Code Table 2902.1 regarding Minimum Number of Required Plumbing Fixtures
    - (10) Exit signs with directional arrows and area of refuge signs
    - (11) If the project includes an addition to an existing building:
      - (a) Condition and extent of the existing building's fire protection/life safety features
      - (b) Area and type of construction as per Code classification of the existing building
      - (c) Locations of existing fire division walls
      - (d) Locations of existing toilets and exits
    - (12) For all existing buildings in close proximity to the new project:
      - (a) Assumed property lines between facing walls of new and existing buildings
      - (b) Facing walls that are exterior bearing or non bearing
      - (c) Fire resistance of facing walls
      - (d) Percentage of openings in existing and new facing walls

- (e) Compliance with International Building Code, Table 602 (this is subject to periodic change of number, location, etc.) regarding: Fire-Resistance Rating Requirements For Exterior Walls Based on Fire Separation Distance.
  - (f) Storm shelter occupant load calculations where applicable
- c. **Site Plan** drawn to the scale that will be used in the final plans and accurately showing:
  - (1) Overall dimensions
  - (2) Adjoining streets and property lines
  - (3) North arrow and graphic scale
  - (4) Contours (existing and proposed)
  - (5) Floor elevations of proposed and existing work
  - (6) Intended locations of future work or additions
  - (7) Walks, drives, or other features relative to the work including slopes and cross-slopes of accessible routes
  - (8) Locations and critical elevations of utilities, wells, disposal fields, etc.
  - (9) Existing and/or proposed new fire hydrants, PIV sprinkler lead-ins, valves, backflow preventer, FDC, etc.
  - (10) Benchmark(s)
  - (11) Parking facilities and accessible parking spaces
  - (12) Easements
  - (13) Trees and other natural obstructions that may conflict with underground site work
  - (14) Indicate, on the site plan, the extent of floodplains, where applicable, with all intended improvements. Contact The Alabama Department of Economics and Community Affairs, Office of Water Resources, for additional information. It is highly recommended that approval from ADECA-OWR be obtained prior to proceeding to the final design.
- d. **Special Information** on soil conditions, unusual drainage, water supply, sewage problems, etc., affecting the design.
- e. **Floor Plans** showing locations, room titles, and size 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.
- f. **Elevations**, as necessary, and preferably at the same scale as the plans, showing the general design, relative grades, vertical dimensions, floor and ceiling heights, etc.
- g. **Typical Wall Section(s)**
- h. **Building Section(s)**, where necessary for clarity.

## **E. OPTIONAL 65% INTERMEDIATE PLAN SUBMITTAL**

1. In addition to the Schematic, Preliminary and Final Review submittals, the Owner may request an Optional 65% Intermediate Review of all systems of plans and specifications that are less than 100% complete.
2. One Optional 65% Intermediate Plan Review is allowed per project.
3. The Optional 65% Intermediate submittal must contain or be accompanied with the following (review is limited to the following):
  - a. **Civil Utility:**
    - (1) Provide civil utility plans indicating existing and/or proposed new water mains, backflow preventers, sprinkler lead-ins, fire hydrants, PIVs, valves, and fire department connection.
    - (2) Fire apparatus access road.
  - b. **Fire Protection:**
    - (1) Fire protection entrance details.
    - (2) Sprinkler / standpipe riser details.
    - (3) Storm shelter projects complying with ICC 500.
    - (4) Sprinkler contractor shall be permitted through the State of Alabama Fire Marshal's Office. This requirement shall be included on plan notes and/or in the project manual.
    - (5) Fire protection project manual; submit any completed or partially completed sections.
  - c. **Fire Alarm:**
    - (1) Fire alarm legends.
    - (2) Fire alarm riser diagrams, mounting heights and details.
    - (3) Fire alarm plans and specs.
    - (4) Fire alarm contractor shall be permitted through the State of Alabama Fire Marshal's Office. This requirement shall be included on plan notes and/or in the project manual.
  - d. **Mechanical:**
    - (1) Partially completed schedules for all proposed equipment.
    - (2) HVAC, piping and controls legends as applicable.
    - (3) Outside air ventilation calculations for sample and/or typical areas.
    - (4) Details for proposed HVAC system, piping system and equipment.
    - (5) Demolition drawings (where applicable) drawn to scale identifying ductwork & piping to be removed and existing to remain.
    - (6) Minimum 1/8 inch scale HVAC floor plans with graphic scale, north arrow and room identification. Indicate sizes for main ducts. Provide room air distribution layout for representative samples of typical spaces.
    - (7) Cross sections at minimum 1/4 inch scale showing HVAC, piping and equipment in congested areas.

- (8) Main piping system layout with sizes on separate floor plan drawings. Piping may be combined with HVAC plans for small projects.
- (9) Typical mechanical equipment room plans at minimum ¼ inch scale.
- (10) Outside chilled water, condenser water and heating hot water piping layout.
- (11) For projects with storm shelters, identify shelter boundaries and proposed ICC-500 compliant design method.
- (12) Preliminary flow diagrams & control diagrams.
- (13) A list of proposed specification sections for the project. Submit any completed or partially completed sections.

e. **Electrical:**

- (1) Electrical legend.
- (2) Preliminary light fixture schedule.
- (3) Electrical site plan indicating underground primary and secondary feeders, pad mounted transformers, generators and site lighting.
- (4) Demolition drawings (where applicable) drawn to scale identifying electrical equipment, devices and light fixtures to be removed and existing to remain.
- (5) Minimum 1/8" inch scale electrical floor plans with graphic scale, north arrow and room identification. Indicate locations of light fixtures, control devices, receptacles and panelboards.
- (6) Preliminary power riser diagrams and panelboard schedules.
- (7) For projects with storm shelters, identify storm shelter boundaries and indicate proposed ICC-500 compliant design method.
- (8) List of proposed specifications sections. Submit any completed or partially completed sections.

f. **Plumbing:**

- (1) Partially completed plumbing fixture schedule and equipment schedules.
- (2) Plumbing legend and piping system/equipment details.
- (3) Demolition drawings (where applicable) drawn to scale identifying piping to be removed and existing to remain.
- (4) Minimum 1/8 inch floor plans with graphic scale, north arrow and room identification. Indicate plumbing fixture & equipment locations and main water & waste piping layout.
- (5) For projects with storm shelters, identify shelter boundaries and proposed ICC-500 compliant design.
- (6) Partial water and waste & vent riser diagrams. Include gas piping riser diagram where applicable.
- (7) A list of proposed specification sections for the project. Submit any completed or partially completed sections.

## **F. FINAL PLAN SUBMITTAL**

### **1. General:**

- a. **Written Correspondence** addressing each comment of the preliminary project

comment letter shall be provided with the final submittal.

- b. **Complete Plans and Specifications**, covering all phases of the proposed building project, shall be submitted for approval. Plans and specifications shall not be submitted as final documents until they have been thoroughly checked by the design professional and consultants for completeness, accuracy, etc., and are ready to be issued to bidders. The submission of incomplete or unfinished documents may cause unnecessary delay or disapproval.
- c. **Registration Seals** - The project manual and drawings shall bear the Alabama seal of registration of the design professionals who prepared them as prescribed in Section B.9 of this chapter.
- d. **Prohibition of Sole Source Specification - NOT APPLICABLE TO PRIVATE PROJECTS.**

Sole source means one exclusive product, even if a sole source product is available from multiple vendors and suppliers.

Section 39-2-2(f) (Public Works Law) states the following:

"No Awarding Authority may specify in the plans and specifications for the improvement the use of materials, products, systems, or services by a sole source unless all of the following requirements are met:

- (1) Except for contracts involving the construction, reconstruction, renovation, or replacement of public roads, bridges, and water and sewer facilities, the Awarding Authority can document to the satisfaction of the State Division of Construction Management that the sole source product, material, system, or service is of an indispensable nature for the improvement, that there are no other viable alternatives, and that only this particular product, material, system, or service fulfills the function for which it is needed.
- (2) The sole source specification has been recommended by the architect or engineer of record as an indispensable item for which there is no other viable alternative.
- (3) All information substantiating the use of a sole source specification, including the recommendation of the architect or engineer of record, shall be documented and made available for examination in the office of the Awarding Authority at the time of advertisement for sealed bids."

If a sole source specification is requested by the Owner, and the above conditions are met, the request must be addressed and submitted to the DCM Director via hardcopy, or email to [lee.desmond@realproperty.alabama.gov](mailto:lee.desmond@realproperty.alabama.gov), on the Owner's or Lead Design Professional's letterhead for further review. The letter must fully explain the sole source reason. If the DCM Director and Technical Staff find that a sole source is requested for a product, material, system, or service in non-compliance with §39-2-2(f), the request will not be approved. The DCM Director's approval or non-approval of a sole source

request must be issued prior to submittal of Final plans and specifications. If the Final plans and specifications submittal includes a sole source specification, the submittal must also include the DCM Director's approval letter of the sole source request. When a sole source is specified and DCM-approved, the Instructions To Bidders and the General Conditions of the Contract stipulate that the Bid/Contract Documents "...expressly provide that it is an approved sole source...".

- e. **Specified and "Approved Equal" Sources** - The Instructions To Bidders contain "Pre-bid Approval" procedures for additional sources included as specified sources. "Approved equal" sources are sources submitted by the contractor after contract award and proven by the contractor, to the satisfaction of the design professional, to be equal to or better than the specified sources. In the absence of an approved sole source, the Instructions To Bidders and the General Conditions of the Contract stipulate that identifying only one or two sources for a product, material, system, item of equipment, or service is intended to establish a required standard of performance, design, and quality, and "approved equal" sources will be accepted; listing three or more sources excludes "approved equal" sources unless the listing states that they will be accepted.

DCM **recommends** that three or more sources of a product, material, system, or service be identified whenever possible and that the standard "Pre-bid Approval" procedures be reviewed and modified, if necessary, to accommodate specific project needs.

## 2. **ENERGY ANALYSIS SUBMITTAL:**

An energy analysis is required for building envelope, mechanical and electrical systems to confirm compliance with the energy code currently adopted by DCM. COMcheck DOE program is an acceptable compliance method.

## 3. **FINAL PLANS SHALL CONSIST OF:**

- Vicinity Map(s)
- Site Plan(s)
- Life Safety Plan(s)
- Floor Plan(s)
- Roof Plan
- Elevation Drawings
- Building Sections
- Details and Detail Sections
- Foundation Plan(s)
- Structural or Framing Plans
- Plumbing Plans
- Mechanical Plans
- Fire Protection System Plans
- Electrical Plans
- Special Systems Plans

- Energy Compliance Documents
- a. **Vicinity Map(s)**: Furnish on the first sheet of the drawings a Vicinity Map with direction and distances from the nearest town, city, or well-known community feature. The map should be of adequate scale and annotated with ample directions, so persons unfamiliar with the area may easily locate the job site.
- b. **Site Plan(s)**, drawn in sufficient scale, showing accurately and in detail:
  - (1) Overall dimensions
  - (2) Adjoining streets and property lines
  - (3) North arrow and graphic scale
  - (4) Overall plan, orientation, and location of existing and proposed work; location to be shown by dimensions from existing reference points
  - (5) Contours (existing and proposed), including final grade elevations at all building corners and along building perimeters at such points as landings, walks, etc.
  - (6) Floor elevations of proposed and existing work
  - (7) Intended locations of future work or additions
  - (8) Walks, drives, or other features relative to the work including slopes and cross-slopes of accessible routes
  - (9) Locations and critical elevations of existing and proposed utilities, wells, disposal fields, etc.
  - (10) Benchmark(s)
  - (11) Parking facilities, including requirements for the physically handicapped.
  - (12) Soil investigation data (separate presentation of data may be referred to on Site Plan)
  - (13) Detailed electrical and mechanical data unless shown elsewhere on separate electrical and mechanical site plans.
  - (14) Easements
- c. **Life Safety Plan**: The life safety plan(s) submitted with the preliminary plans shall be updated and incorporated into the final plans.
- d. **Floor Plans**
  - (1) Architectural "Working Drawings" of the floor plans of each floor should preferably be drawn at a scale of one-fourth inch per foot, but in no case less than one-eighth inch per foot.
  - (2) For large projects where the entire plan of the building cannot be shown on one sheet, a "Key Plan" shall appear on each of the working drawing plan sheets to designate the portion of the project to which each sheet applies.
  - (3) Each architectural floor plan sheet must provide dimensions, room titles, north arrow, floor elevations, etc., for all the elements of that floor of the

building and provide reference, by sheet number or symbols, to complementary data contained elsewhere in the drawings.

- (4) Principal elements of the structural, mechanical, and electrical plans must be shown and noted where they influence the architectural plan.
  - (5) Drawings at a scale of not less than one-fourth of an inch must be furnished for congested areas, toilet rooms, and areas in which equipment, etc., must be accurately located.
  - (6) Electrical, mechanical, and structural plans should not (for clarity) be superimposed upon finished architectural floor plans.
- e. **Roof Plan:** The roof plan should be at the same scale as the floor plans, or at a scale sufficiently large, to present with clarity: materials used, locations of valleys, ridges, cants, saddles, crickets, gutters, down spouts; projections through the roof such as skylights, chimneys, exhaust ducts or vents, penthouses, etc., changes in roof elevation; direction and amount of slopes, or other significant conditions. A positive slope of not less than 1/4 inch per foot shall be provided for all roofs in new construction. Positive drainage is required for all re-roofing work. "Positive drainage" means no standing water on the roof 48 hours after a rain.
- f. **Elevation Drawings**
- (1) Elevations of all sides of the building, and other elevation drawings necessary to show all exterior wall surfaces, should be drawn to the same scale as the plans. These may be sectionalized to correspond to the plan sheets.
  - (2) In cases of very large projects, exception may be made and the use of a scale of not less than one-sixteenth inch to the foot may be used in order to show an entire elevation. If this is done, notations should be made to refer to the appropriate sectionalized plan drawings, and the necessary supplementary elevations provided at a scale of one-eighth inch to the foot. The elevations must clearly show the complete exterior and should include the following information: grade elevations, vertical dimension to floors, ceilings, roof slabs, materials, footings dotted-in and with noted elevation levels (if not clearly shown elsewhere), identification and scale.
- g. **Building Sections:** Building sections should be furnished to clearly show any special conditions, special and typical room elevations, stairs, corridors, furred spaces, equipment and fixture locations; floor, wall, ceiling and roof construction; dimensions, levels, thicknesses and finishes.
- h. **Details and Detail Sections:** Details and detail sections must be furnished and drawn to a scale large enough for clarity. These shall clearly show typical and special wall construction; dimensions and levels from roof to

footings; typical and special window heads, jambs, sills, mullions, etc.; typical and special door heads, jambs, sills, transoms; special construction conditions or special architectural features; cabinets, shelves, racks, wardrobes, chalkboards and tackboards, special equipment; stair risers, treads, landings, newels, rails, and construction features; typical and special trim.

**i. Foundation Plans**

- (1) 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.
- (2) Foundation plans may be combined with limited basement plans if clarity is not sacrificed.

- j. 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.

**k. Plumbing Plans**

- (1) Plumbing plans must be furnished, drawn to scale no smaller than the architectural plans with minimum 1/8" lettering. Include north arrow and graphic scale on all plan drawings. They shall include layouts of storm drainage piping, sanitary waste and vent systems, complete water supply systems, and gas supply and distribution; water, waste, and vent riser diagrams; location of all plumbing fixtures and equipment, and sewage disposal system. Plans shall include all the necessary details, legends and fixture and equipment schedules. Include details for piping connections to fixtures and equipment and notes to fully and clearly describe the required work. They shall show pertinent floor elevations and grades and shall be accompanied by a plumbing site plan to show the location, type, size, and extent of exterior lines, connections, and equipment (provided this information is not shown elsewhere). Floor plans shall indicate room names and numbers as shown on the architectural plans.
- (2) Plumbing plans must be prepared in accordance with acceptable engineering practice, the International Plumbing Code as currently

adopted in the State Building Code, the current Alabama Building Energy Code, and requirements of the State Department of Public Health for water supply and sewage disposal.

- (3) For projects involving demolition and/or renovation of existing systems, provide drawings adequately depicting the extent of the demolition, the extent of the existing system which is to remain (if any), and the location and method of connecting the existing and new systems.

#### **I. Mechanical Plans**

- (1) Mechanical plans shall be furnished, drawn at the same or larger scale as the architectural plans with minimum 1/8" lettering. Include north arrow and graphic scale on all plan drawings. Except on very simple installations, these plans must be separate from the plumbing plans. They must fully and clearly define the sizes, types, locations, grades and levels, and installation of all equipment, piping, and ductwork. Single line indication for ductwork is not acceptable; these shall be drawn to scale showing sizes of ducts, dampers, grilles, outlets, etc.
- (2) All mechanical equipment rooms must be drawn at a scale of not less than one-fourth inch per foot, accurately locating all equipment, duct, piping, and other system components, and identifying adequate space for access to equipment and components for maintenance. Sections through equipment rooms must be provided for congested areas.
- (3) Mechanical plans shall show rated capacity, efficiency, and operating conditions for all equipment; necessary details, legends, piping diagrams, and schedules; plumbing and electrical connections; system controls and other data to confirm compliance with the International Mechanical Code as currently adopted in the State Building Code, the current Alabama Building Energy Code, and applicable NFPA standards. Floor plans shall indicate room names and numbers as shown on the architectural plans.
- (4) For projects involving demolition and/or renovation of existing systems, provide drawings adequately depicting the extent of the demolition, the extent of the existing system which is to remain (if any), and the location and method of connecting the existing and new systems.
- (5) Outside air ventilation calculations must be indicated on the mechanical drawings.

#### **m. Fire Protection and Fire Alarm Plans**

- (1) Fire protection plans may be separate or combined with the plumbing plans. All areas to receive automatic sprinkler system protection shall be clearly identified as to hazard classification. At a minimum, plans shall

indicate water supply to the building, outside control valve(s), fire department connection, sprinkler and standpipe risers, fire hose cabinets, and building zone control valve locations.

- (2) Provide enlarged plans, at a scale not less than one-fourth inch per foot, for fire pump installations. Plans shall indicate general layout of equipment and piping to verify adequate space for installation, operation, and maintenance and shall include fire pump, jockey pump, controllers, test header, ventilation fans, etc.
  - (3) Sprinkler contractor and fire alarm contractor shall be permitted through the State of Alabama Fire Marshal's Office. This requirement shall be included on plan notes and/or in the project manual.
- n. **Electrical Plans:** Electrical plans shall be furnished, drawn to the same scale, or larger, as the architectural plans with minimum 1/8" lettering. Except for very simple installations, the electrical plans shall be separate from the architectural plans and the plans of other disciplines. They shall be prepared in accordance with requirements of the National Electrical Code currently adopted in the State Building Code and designed to confirm compliance with the energy code currently enforced by DCM. At a minimum, the electrical plans shall:
- (1) Consist of lighting, power, fire alarm and auxiliary systems.
  - (2) Show room names and numbers and north arrow as shown on the architectural plans, with door swings also shown on the lighting plans.
  - (3) Show, using standard symbols and notations, all electrical equipment, devices and fixtures; all connections inside and outside; locations and sizes of all conduits and cables or wiring by schematic representation of branch circuits on floor plans; circuits noted by numbers; names and capacities of special outlets; location and details of switchboards, motor control centers, power panels, lighting panels, lighting control panels and other equipment; locations of fire alarm appliances and control panels; locations of auxiliary systems components.
  - (4) Adequately depict the extent of any required demolition of existing electrical systems, the extent of existing systems to remain (if any) and location and method of connecting any existing and new systems (if required).
  - (5) Be supported by electrical legends, details, single line diagrams, power riser diagrams, panel schedules and lighting fixture schedules.
  - (6) Be coordinated with the specifications.
- o. **Special Systems Plans:** Special Systems plans must be sealed by a design

professional registered in the State of Alabama. These plans include, but are not limited to, food service, audio visual, etc.

#### 4. FINAL SPECIFICATIONS MUST MEET THE FOLLOWING CRITERIA:

- a. **Complete Specifications:** During review of the Final Submittal, the Technical Staff will refer to the project specifications as necessary for confirmation of code compliance and coordination with the plans. The specifications shall contain complete information to complement the drawings, fully describing and defining all equipment, materials, workmanship, methods, and procedures to be included in the contract or project. These specifications are to be finalized to the extent necessary for bidding; therefore, they must also include the required contract documents and descriptions of bid alternates, if any are proposed.
- b. **Project Specific:** The specifications shall be written for the particular project. Specifications having inapplicable, superfluous data or omissions are unacceptable. Specifications for separate, unrelated projects should not be combined.
- c. **"Front-end" Documents:** Section G below identifies those types of projects for which the project manual is required to include DCM's "front-end" documents (Advertisement for Bids, Instructions to Bidders, Contract, General Conditions, administrative forms, etc.). Projects that are not administered by DCM shall not use DCM's "front-end" documents without prior, written approval of the DCM Director. **FULLY LOCALLY-FUNDED, K-12 PROJECTS** are required to use State Department of Education (SDE) "front-end" documents, which are currently issued by DCM per SDE and are available on DCM's website [www.dcm.alabama.gov/forms.aspx](http://www.dcm.alabama.gov/forms.aspx).

#### FF. **REBIDS, REVISED SCOPES, VALUE-ENGINEERED ITEMS, and OTHER OWNER-REQUESTED CHANGES**

Any such submittals must include a narrative of explanation from the Lead Design Professional.

#### G. **ADDITIONAL REQUIREMENTS of STATE AGENCIES & DEPARTMENTS, PUBLIC UNIVERSITIES, ACCS PROJECTS WITH NOTICES-TO-PROCEED ISSUED PRIOR to AUGUST 1, 2021, PSCA-FUNDED PROJECTS (including ACCS projects with Notices-To-Proceed issued prior to August 1, 2021), and SIMILAR AUTHORITIES**

This section sets forth submittal requirements, which are in addition to the preceding requirements and which apply to projects administered by DCM. The types of projects to which these requirements apply include projects of:

- STATE AGENCIES & DEPARTMENTS
- PUBLIC UNIVERSITIES
- ACCS PROJECTS WITH NOTICES-TO-PROCEED ISSUED PRIOR TO AUGUST 1, 2021
- PUBLIC SCHOOL & COLLEGE AUTHORITY (PSCA)-FUNDED PROJECTS (including ACCS projects with Notices-To-Proceed issued prior to August 1, 2021)
- ALABAMA BUILDING RENOVATION FINANCE AUTHORITY (ABRFA)
- ALABAMA CORRECTIONS INSTITUTION FINANCE AUTHORITY (ACIFA).
- ALABAMA MENTAL HEALTH FINANCE AUTHORITY (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

### 1. SCHEMATIC PLAN REVIEW

No additional requirements.

### 2. PRELIMINARY PLAN REVIEW

In accordance with the O/A Agreement submit **estimated construction costs** and tentative budget breakdown to the Awarding Authority/Owner and to the DCM Project Architect, if assigned.

### 3. FINAL PLAN REVIEW

#### a. General:

- (1) **Updated Estimate of Construction Costs:** To insure that the design accommodates an award within funds available, the O/A Agreement requires the design professional to keep the Awarding Authority/Owner informed, in writing, of any design revisions that might be required to accommodate the Awarding Authority/Owner's budget or of any changes in the project cost estimate. If there have been changes to the estimate of construction costs submitted with the preliminary plans, the updated estimate is to be submitted to the Awarding Authority/Owner and to the DCM Project Architect, if assigned.

**Coordination:** The plans and specifications must be carefully checked and coordinated to ensure that excessive and unwarranted change orders are eliminated. This should include double-checking the consultants' work, exposing areas in remodeling projects, carefully following the site information supplied by the Awarding Authority/Owner, and ensuring that a complete soils investigation has been made.

**b. Project Manual:**

- (1) **Time of Completion:** A period of time for completion of construction and/or improvements shall be stated in calendar days. The time for completion should be reasonable and realistic and the design professional should inform the Awarding Authority/Owner accordingly.
- (2) **DCM "Front-end" Documents:** The project manual shall include DCM's "front-end" documents (Advertisement for Bids [and/or Declaration of Emergency and Invitation to Bid, if any], Instructions to Bidders, Proposal Form, Accounting of Sales Tax, Bid Bond, Contract, Performance and Payment Bonds, General Conditions, administrative forms, etc.), which are listed in Appendix C of this Manual and available from DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). Refer to Chapter 5 for acceptable methods of reproducing and supplementing these documents and forms. Three specific forms may be altered before inclusion in project manuals; refer to Chapter 5 for specifics.
- (3) **Roofing Specifications:** The roofing specifications shall contain specific language regarding a required Pre-Roofing Conference. Refer to Chapter 5 for the required language.

**d. Roofing Plan:** A positive slope of not less than 1/4 inch per foot shall be provided for all roofs in new construction. Positive drainage is required for all re-roofing work. "Positive drainage" means no standing water on the roof 48 hours after a rain.

## CHAPTER 4

# DESIGN PROFESSIONAL SERVICES FOR PROJECTS OF STATE AGENCIES AND DEPARTMENTS, PUBLIC UNIVERSITIES IF ADOPTED BY THE INSTITUTION, PSCA-FUNDED PROJECTS, AND SIMILAR AUTHORITIES

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### **A. APPLICABILITY of CHAPTER**

Chapter 3 addresses the requirements of architects and engineers in the preparation of project drawings and specifications. This chapter sets forth requirements and procedures relating to the employment of design professionals for projects supervised and administered by the Technical Staff **which is the full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM.** The projects to which this chapter applies include:

- State Agencies & Departments
- Public Universities if adopted by the Institution
- Public School & College Authority (PSCA)-funded
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

**B. REQUIRED EMPLOYMENT of DESIGN PROFESSIONALS**

The Awarding Authority/Owner of a public construction or improvement project that is to be supervised and administered by DCM shall employ the services of registered architects and engineers in accordance with Title 34, Chapter 2 - Architects and Chapter 11 - Engineers and Land Surveyors, Code of Alabama, 1975, as amended. An architect or architectural firm shall be employed as the primary design professional to design and observe the construction or improvement of a building or facility. An engineer or engineering firm specializing in a certain discipline of engineering may be employed as the primary design professional when the primary purpose and design of the project is within the specialty of the engineer or engineering firm and architectural design is incidental to the overall project design.

**FULL PROFESSIONAL TEAM:** The primary design professional shall employ the services of consulting engineers, and consulting architects in the case of an engineering project, so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the project. Designs of structural, mechanical, electrical, and other specialized phases of engineering shall be performed by or under the supervision of professional engineers registered in Alabama (See Chapter 3 for exceptions involving "incidental work"). The consultants selected by the primary design professional are to be named in the O/A Agreement and are, therefore, subject to the approval of the Awarding Authority/Owner and DCM. The consulting engineers named in the O/A Agreement are not to be changed without the written consent of the Awarding Authority/Owner.

**C. PROCEDURES for SELECTING DESIGN PROFESSIONALS**

DCM's recommended procedures for selecting a primary design professional are contained in Appendix D. These procedures are recommended for use by all Awarding Authorities/Owners of the state in their selection of design professionals.

**D. FORM of AGREEMENT for DESIGN PROFESSIONAL SERVICES**

- DCM Form B - 1A: TRANSMITTAL OF ALABAMA VENDOR DISCLOSURE STATEMENT (hardcopy) for otherwise electronic Agreement and Contract submittals**
- DCM Form B - 2: AGREEMENT BETWEEN OWNER AND ARCHITECT**
- DCM Form B - 2A: STANDARD ARTICLES of the AGREEMENT BETWEEN OWNER AND ARCHITECT**
- DCM Form B - 4: AMENDMENT to AGREEMENT BETWEEN OWNER AND ARCHITECT**
- DCM Form B - 4A: SAMPLE TABLE OF AUTHORIZED PROJECTS UNDER THE AGREEMENT**

The form of agreement to be used in contracting for design professional services for projects supervised and administered by the Technical Staff consists of DCM Form B-2:

Agreement Between Owner and Architect (the "O/A Agreement") and DCM Form B-2A: Standard Articles of the Agreement Between Owner and Architect (the "Standard Articles"). DCM Form B-4: Amendment to Agreement Between Owner and Architect and DCM Form B-4A: Sample Table of Authorized Projects Under The Agreement are to be used when an executed agreement is to be modified. These uniform documents are listed in Appendix B. **Forms B-1A, B-2A, and B-4A** are available from DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). **Forms B-2 and B-4 must be activated via DocuSign PowerForm links available from DCM's website**, and are to be used. The Standard Articles are incorporated into the Agreement form by reference.

It should be noted that the language of the Standard Articles is designed to be used by both DCM and the SDE; therefore, the Standard Articles contain references to requirements and procedures of both DCM and the SDE, either or both of which can apply. It is incumbent upon the design professional to ascertain at the outset which requirements and procedures apply and proceed accordingly.

## **E. MANDATED FEATURES of the O/A AGREEMENT**

The following features of the O/A Agreement are mandated by the rules of DCM and are not to be modified or omitted without specific approval of the Director.

### **1. PROJECT BUDGET**

The Agreement form provides for the insertion of an agreed amount that is budgeted for the cost of the planned construction or improvement work, Cost of the Work. This amount shall not only establish the project budget, but shall also be the basis for establishing the basic fee to be paid to the primary design professional. The project budget may be a fixed, lump sum amount or it may be an amount that is tentative pending development of design and cost estimates by the design professional. If the project budget is tentative, the budgeted amount shall be validated by the design professional or mutually adjusted by the contracting parties prior to advertising the project for bids.

### **2. BASIC FEE**

The "Basic Fee" to be paid for design professional services is defined as that fee which will be paid to the design professional for providing the Basic Services, which are defined in the agreement and Standard Articles. The Basic Fee may be a Fixed Fee (lump sum amount) or an amount to be determined by a Basic Fee Rate as a percentage of the actual Cost of the Work. Section F of this Chapter discusses negotiation of the Basic Fee and establishing other fees when the design professional is to provide services which differ from the Basic Services of the Standard Articles.

The Basic Fee shall not exceed an amount that would be determined in accordance with Chapter 4 Supplement, Determination of Basic Fee or Basic Fee Rate for Design Professional Services.

### **3. COST OVER-RUNS**

If the lowest responsible and responsive bid received by the Awarding Authority/Owner is greater than the project budget, the design professional will, upon instructions from the Awarding Authority/Owner, make revisions to the plans and specifications as may be necessary to re-bid the project within budget, or a higher amount as may be authorized by the Awarding Authority/Owner. The design professional shall be reimbursed for revising the plans and specifications where the bid over-run is up to 10% of the project budget. If the bid over-run is greater than 10% of the project budget, the design professional will revise the plans and specifications to conform to the project budget at no cost to the Awarding Authority/Owner. However, such redesign at the design professional's expense is required only if, **(1)** the Awarding Authority/Owner has received bids for the work within 90 days after final approval of the plans and specifications and **(2)** the reason that the over-run exceeds 10% of the project budget is not attributable to a unique or unexpected market condition which the design professional would not have reasonably contemplated in its estimates of the cost of construction.

### **4. SUBSEQUENT DUPLICATION**

The Standard Articles contain a provision which discounts the Basic Fee of future O/A Agreements if the future agreements involve substantial duplication of design(s) performed under the present agreement. The method of discounting the Basic Fee of a future agreement would be the same as described in paragraph C.4 of Chapter 4 Supplement except that the fee schedule in effect at the date of the future agreement would apply.

## **F. NEGOTIATION of the AGREEMENT**

The Standard Articles establish minimum Basic Services and standardized terms and conditions that are appropriate for most DCM projects. However, it is essential that each agreement be tailored to fit the needs of its project. The complexity, or simplicity, of a project and particular requirements of the Awarding Authority/Owner or funding source can dictate that the minimum services be altered, which may, in turn, warrant negotiation of the Basic Fee or Fee Rate. If the negotiated Basic Fee or Fee Rate is higher than determined by Chapter 4 Supplement, it must be approved by the Director; therefore, the Awarding Authority/Owner should consult the Director or Technical Staff before concluding such negotiations.

Under "Determination of the Basic Fee", the Agreement form must be marked to indicate whether the Basic Fee has been determined in accordance with Chapter 4 - Supplement or negotiated; if negotiated, the basis of determining the Basic Fee must be explained in the Special Provisions section of the form. This does not require an accounting of specific values that were negotiated, but rather a straight-forward statement of agreed alterations of the Standard Articles (citing Article and Paragraph numbers) which were taken into consideration when negotiating the Basic Fee.

Services beyond those included in Basic Services and Basic Fee (and which are not the Owner's responsibilities) are to be included in Special Provisions as "Special Services." Items that are the Owner's responsibilities per Standard Article 2 may instead be handled by the Design Professional and included in Special Provisions as "Reimbursable Expenses." Special Provisions must be listed with separate fee arrangements segregating them from Basic Services and Basic Fee. Such a provision should completely define the scope of the services and state how much is to be paid to the primary design professional for the services and the terms of payment. If payment for such a service is to be based upon an hourly or other rate, a maximum payable (Not-To-Exceed) amount must be established. Such services as listed in the Special Provisions may be invoiced on a monthly basis as they occur. A Special Service and/or Reimbursable Expense not listed in the Special Provisions must be added to the Agreement through an Amendment before the service is performed and invoiced. "Extra Services" for events or circumstances beyond the Architect's control as detailed in Standard Article 5 must be added to the Agreement through an Amendment before the service is performed, except in cases of emergency as detailed in Standard Article 5.

## **1. SPECIAL SERVICES**

The following are items that are commonly the subject of negotiations for Special Services:

### **a. SPECIAL CONSULTANTS**

The graduation of fee rates by five Building Groups in the Schedule of Basic Fee Rates is intended to compensate for the level of consultants' services required to design the buildings and improvements within each Building Group. Therefore, the Standard Articles state that the Basic Services and Basic Fee include the services of engineers and consultants required to design the Work covered by an Agreement unless the Work is to include features, equipment, or systems not normally included in such work. If, in the opinion of the design professional and the Awarding Authority/Owner, it is necessary that the design professional employ the services of a consultant in a specialized field not normally involved in such a design, these services can be added as "Special Services" or negotiated into the Basic Services and Basic Fee. Such items include but are not limited to security systems, detail cost estimating from outside companies, industrial hygienists for abatement services, feasibility/assessment studies.

### **b. PERIODIC INSPECTIONS by CONSULTING ENGINEERS**

Standard Article 10, Engineering Services, obligates the primary design professional to require its consulting engineers and other consultants to perform, or to have their qualified representatives perform, inspections of the Work appropriate to their discipline of design and in keeping with the primary design professional's obligations to the Awarding Authority/Owner. The number of "periodic inspections" to be made by consulting engineers is not

defined in the Standard Articles; therefore, the Awarding Authority/Owner may wish to establish a minimum number of “periodic inspections’ to be performed by the various consultants.

**c. ROOFING CONSULTANTS**

Unless the design professional is knowledgeable of roofing systems and their details and specifications, the design professional should, as a Basic Service, employ the services of a roofing consultant during design. However, DCM encourages the employment of a qualified roofing consultant for not only the design stage of the project, but also for frequent inspections of the in-progress work. For re-roofing projects, the roofing consultant may be used to obtain information defining the existing conditions and exact procedure for code compliance in roof replacement or recovery. The specific scope and basis of payment for these services should be clearly defined in the agreement.

**d. ARCHITECT'S ON-SITE REPRESENTATIVE**

For larger, more complex projects, continuous monitoring of the in-progress work may be necessary, which is a service that is not included in the Basic Services of the Standard Articles. If this service is to be included, it must be specifically provided for in the Special Provisions section of the Agreement form, or later authorized by an amendment to the agreement, with the scope of the service, authority of the representative, and terms of payment for the service clearly stipulated.

**2. REIMBURSABLE EXPENSES**

Agreements and amendments must include Not-to-Exceed amounts of Reimbursable Expenses, which include but are not limited to the following items:

**a. PREPARATORY SURVEYS, TESTS, AND CONSULTANTS**

As stated in Standard Article 2, the Awarding Authority/Owner is to furnish or reimburse the design professional for the cost of obtaining information regarding the site such as surveys and soil borings or other tests that may be required by the design professional for the design of the project. The design professional should make arrangements for obtaining such information or testing that may be needed. To simplify administration, such services are often included in the O/A Agreement as “Reimbursable Expense” or negotiated into the Basic Services and Basic Fee.

**b. IN PROGRESS INSPECTIONS, TESTS, AND CONSULTANTS**

As stated in Standard Article 2, the Awarding Authority/Owner is to furnish or reimburse the design professional for the cost of obtaining in-progress Inspections, tests and consultants during or following the Contractor’s

performance of the Work. The design professional should make arrangements for obtaining such inspections, testing or consultants that may be needed.

**c. ADVERTISEMENTS for BIDS**

Before bids can be received for a project, the project must be advertised pursuant to the Public Works Law. As stated in Standard Article 2, the design professional will prepare and make arrangements for the advertisement, but the Awarding Authority/Owner is responsible for the cost of the advertisement, either by direct payment or by reimbursement to the design professional under Standard Article 6, Reimbursable Expenses. If the Basic Fee is negotiated to include this cost, a statement to that effect must be included in the Special Provisions modifying the provisions of Standard Articles 2 and 6. See Chapters 5B and 6B concerning an exception of the Advertisement For Bids for declared emergency projects and for public works projects costing \$100,000.00 or less.

**d. EXTRA PLANS AND SPECIFICATIONS**

Basic Service D of Standard Article 3 requires the design professional to provide up to 25 sets of plans and specifications for the bidding and prosecution of the work. If more than 25 sets are required, the Awarding Authority/Owner is to reimburse the design professional for the cost of reproducing the extra plans and specifications that are not paid for by the recipient. Standard Article 3 stipulates documentation to be provided by the design professional relative to extra plans and specifications for which payment is requested. If it is anticipated that more than 25 sets will be required, it is recommended that competitive rates for reproduction be obtained and agreed upon in the Special Provisions or at least in advance of printing.

**e. PROJECT RECORD**

Basic Service E of Standard Article 3 requires the design professional to maintain the Project Record. The Owner shall have access to the Project Record during the Architect's normal office hours. If requested to reproduce the Project Record, or significant portions of it, for the Owner, the Architect will do so as a Reimbursable Expense.

**f. RENDERINGS, MODELS AND MOCK-UPS**

If requested to produce renderings, models and mock-ups of the Work or portions of the Work for the Owner, the Architect will do so as a Reimbursable Expense.

**g. "AS-BUILT" DOCUMENTS**

"As-built" drawings and specifications improve the Awarding Authority's/Owner's ability to operate and maintain their facility and become very important to future expansion and renovation. Article 11 of the General Conditions of the Construction Contract requires the construction contractor to furnish two sets of "as-built" drawings and specifications to the Awarding Authority/Owner at the end of the Project; however, the specified quality of these "as-built" documents is the minimum standard traditionally accepted in the construction industry. The specified requirement is to record on blueprints any changes made to the original drawings and record actual locations of certain concealed elements; the contractor is not required to re-draw the plans. Alternatives are available that may better serve the Awarding Authority's/Owner's needs. Reproducible drawings as well as blueprints may be desirable and, given the technology of generating drawings by computer, it may be practical to have the plans re-drawn by either the contractor or the design professional.

DCM strongly recommends that during negotiations of the O/A Agreement the Awarding Authority/Owner determines its "as-built" documents requirements and, if they differ from those in the General Conditions, provides for them under the Special Provisions of the O/A Agreement. This can involve simply stating how the design professional is to modify the contractor's requirements in the Bid Documents or may involve describing an additional service to be provided by the design professional.

### **3. FEE RATES for EXTRA SERVICES**

Standard Article 5 specifies a method for compensating the design professional for extra design and/or administrative services for circumstances beyond the Architect's control such as Contractor failures, if no other method is agreed upon.

If the need for Extra Services should arise, except for emergencies, Standard Article 5 requires the execution of an amendment for the Extra Services prior to their performance. Stipulate the hourly and daily rates of compensation for Extra Services by the primary design professional, consultants, and staff members. Such rates should be inclusive of overhead and profit and may include miscellaneous expenses. In case of emergency, a memorandum of understanding should be agreed upon prior to any extra services being performed. Extra Services may also be subject to review by the Legislative Oversight Committee. See Section H of this chapter.

Standard Article 5 does not apply to events for which the design professional is responsible nor does it apply to routine construction change orders for which the design professional's services would be compensated by the Basic Fee Rate.

### **4. ADJUSTMENT FOR MAJOR RENOVATION**

An increase of up to 25% in the Basic Fee Rate is allowed for major renovation projects as stated in Chapter 4 Supplement. The Schedule of Basic Fee Rates is structured for new construction and may not adequately cover additional work

required of design professionals for renovation projects. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. This additional work required for renovation projects usually involves investigating and developing drawings of existing conditions before design can be developed. In general, exterior projects, including, but not limited to, re-roofing, re-coating, and landscape/hardscape are not to be considered as major renovations. If the Awarding Authority/Owner can provide the design professional with drawings of the existing conditions, this adjustment may be minimized or eliminated.

Standard Article 4, Basic Fees, states that the agreed Basic Fee covers any renovation work that may be involved in the Project. Therefore, if the Awarding Authority/Owner and design professional agree to increase the Basic Fee Rate of the Schedule for Major Renovation, this must be stated in the spaces provided in the Agreement form. When stating the Basic Fee Rate on the form, state the increased rate.

## **G. PREPARING the AGREEMENT FORM**

### **DCM Form B - 3: CHECKLIST FOR PREPARATION OF **ELECTRONIC** AGREEMENT BETWEEN OWNER AND ARCHITECT**

The Agreement form is to be **activated via DocuSign PowerForm links available from DCM's website and prepared electronically** by the design professional; **the PowerForm will forward the Agreement** to the Awarding Authority/Owner for review and acceptance. DCM Form B-3, Checklist for Preparation of **electronic** Agreement Between Owner and Architect, listed in Appendix B, is to be used when preparing the Agreement form and is **included in the PowerForm as a supplemental document**. Numbered instructions in the "Checklist" correspond to numbers positioned in the left margin of the Agreement form adjacent to spaces where information must be inserted and/or an appropriate box must be marked. If a space is not applicable to the negotiated agreement, "N/A" should be inserted in the space.

General points of emphasis in preparing the Agreement form are:

1. DCM utilizes a computerized document management system in which all documents relative to a project are recorded under a seven **or eight**-digit Division of Construction Management Project Number [Example: DCM #2019300 **or** 20240200]. If the design professional has been advised that a DCM Number has been assigned to the project at the time of preparing the Agreement form, the number should be inserted in the spaces provided on the form. If a DCM Number has not previously been assigned to the project, the Technical Staff will assign a number and add it to the Agreement form when they receive it. The DCM Project Number assigned to the O/A Agreement typically covers all resulting bid packages and construction contracts. Exception: If the locations of a multiple-location project are in different DCM Inspector territories, then multiple DCM Project Numbers may be assigned.

**All project related correspondence and documents subsequently submitted to DCM must clearly display the DCM Project Number.**

2. **CDA-O/A Fee:** The Contract Document Administration Fee for the O/A Agreement is due before the agreement is reviewed by DCM (see Chapter 1, Section G). Exception: Open-End agreements at inception have no specific project amount in order to determine the fee. Because one of the purposes of this type of contract is to aggregate services for multiple smaller projects, the CDA-O/A fee for an Open-End Owner/Architect Agreement is billed annually for the fees associated with projects amended to the contract during the preceding year ending June 30.
3. **Project Name:** When the design professional and Awarding Authority/Owner assign a name to a project, it should be easily identifiable with the design documents to be produced and work to be performed. This is particularly important for projects of multiple bid packages and construction contracts.

The main project name must match on all Contract Documents which includes the O/A Agreement, Drawings, Project Manuals, Addenda, and Construction Contracts. In addition to matching the main project name on an O/A Agreement, the project name on DCM Form B-1, Drawings, Project Manuals, Addenda and Construction Contracts must also include phases and bid package numbers, if any. If PSCA-funded, the main project name on all Contract Documents must also match with the project name of any PSCA Funding Approval Letter issued by the PSCA Board or by any PSCA Board-Designated Approval Authority such as the State Department of Education; therefore, it is important for the Owner (with the Design Professional's help when possible), to submit their initial Project Request for PSCA Review of Allowable Costs using the project name requirements detailed below, so that PSCA can then issue a PSCA Funding Approval Letter with a correct main project name that will be used on all Contract Documents.

In compliance with reporting requirements, "Various Schools" and "Various Buildings" are not acceptable project names; each specific school must be named in the project name. A K-12 school name is usually different than its Owner entity name. A higher education school name may be the same as its Owner entity name. For project names of K-12 and higher education projects, include when applicable the name(s) of the building(s) and/or field(s) where the project occurs. When applicable, the descriptor "Campus-Wide" is acceptable instead of individual building and/or field names. The use of a plural descriptor such as "Athletic Fields" by itself is acceptable only if a project is occurring on all such spaces of a school. The use of a single descriptor such as "Athletic Field" is acceptable only if a project is occurring in a space which is the only such type of space on campus. If a project is occurring in one space out of multiple similar spaces on campus, distinguish it with descriptors such as "Football Practice Field", "Football Playing Field" and/or the official name of the space.

4. Language in the Standard Articles refers to the Architect as the primary design professional. However, the Agreement form accommodates identification of the primary design professional as "Engineer", thereby substituting "Engineer" for

"Architect" thereafter.

5. If the spaces provided in the Agreement form are not adequate for inserting fully descriptive information, the use of attachments to the form are encouraged. Clarity of the Agreement protects all parties to the Agreement. Attachments may be necessary to fully describe the scope of the Work, identify consulting engineers and other consultants, or to delineate Special Provisions. If attachments are used, they should be referred to in the space in which the information of the attachment applies.
6. The following attachments are required to be submitted with all Agreements:
  - a. Full E-Verify Memorandum of Understanding
  - b. State of Alabama Vendor Disclosure Statement
  - c. Insurance Certificate(s) (refer to Article 13 of DCM Form B-2A: Standard Articles of the Agreement Between Owner and Architect)

## **H. PROCESSING the O/A AGREEMENT**

Processing of O/A Agreements for special construction projects or programs are to be developed consistent with the Legislature's authorizations of such projects or programs.

**Legislative Oversight Committee:** Contracts between Awarding Authorities/Owners and design professionals and consultants are Professional Services Contracts. Pursuant to Title 29, Chapter 2, Article 3 of the Code of Alabama, 1975 as amended, Personal and Professional Services Contracts for non-emergency projects entered into by departments or agencies of the State must be reviewed by the Contract Review Permanent Legislative Oversight Committee (CRPLOC) unless they: **(1)** are let by competitive bid, **(2)** are entered into by public corporations or authorities, or **(3)** do not exceed \$1,500.00, including both compensation and reimbursement of expenses. **Please note that the requirement for CRPLOC review is included in the respective DCM DocuSign process.** If you're unsure whether or not a state agency and/or their O/A Agreements and Amendments are subject to CRPLOC, please consult the state agency's legal counsel.

For guidance on CRPLOC's requirements for emergency project O/A Agreements, consult CRPLOC. CRPLOC requirements do not affect DCM's requirements for emergency projects, available at [www.dcm.alabama.gov/emergency.aspx](http://www.dcm.alabama.gov/emergency.aspx).

Submittal procedures to CRPLOC are available at [https://alison-file.legislature.state.al.us/pdfdocs/joint/contract\\_review/2023\\_Contract\\_Review\\_Users\\_Manual.pdf](https://alison-file.legislature.state.al.us/pdfdocs/joint/contract_review/2023_Contract_Review_Users_Manual.pdf).

It is the responsibility of the Awarding Authority/Owner, not DCM, to submit such Agreements and Amendments to CRPLOC; **instructions for such are included in the DocuSign PowerForm process at the appropriate time.**

**I. PAYMENT for PROFESSIONAL SERVICES**

**DCM Form B – 5A: ARCHITECT'S SAMPLE STATEMENT FOR SERVICES, FOR ELECTRONIC TRANSMISSION**

DCM Form B-5A, Architect's Sample Statement for Services listed in Appendix B and available from DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov) provides the format and sequence of information required for DCM approval and processing of payments for design professionals' services.

Complete and transmit an invoice using the appropriate **DocuSign PowerForm** link available **from DCM's website**. The design professional may develop a Statement that is project-specific and contains additional information for his or her purposes; however, the format and sequence of information in the sample form should not be altered. **The Statement shall be uploaded to a DocuSign PowerForm envelope.**

Payments under an O/A Agreement may be approved by DCM based on the following:

1. **SERVICE A (Schematic Design Phase)** - Design documents must have been reviewed and approved by DCM Review staff and the Statement approved by the Awarding Authority/Owner. Service A can only be invoiced when 100% complete.
2. **SERVICE B (Preliminary Design Phase)** - Same as above.
3. **SERVICE C (Final Design Phase)**
  - a. **Fixed Fee/Lump Sum:** If the Basic Fee is a Fixed Fee, also referred to as a Lump Sum, the fee for Service C can be paid in monthly progress payments equal to the estimated percentage of Service C that has been completed.
  - b. **Basic Fee Rate:** If the Basic Fee is determined by a Basic Fee Rate, only 90% of the fee for Service C can be approved prior to bid and completion of Service D. The first 90% can be paid in monthly progress payments equal to the estimated percentage of Service C that has been completed. After Service D has been completed, previous payment for Services A, B, and C must be recomputed, and the unpaid portion of Service C computed, based upon the amount of the awarded Construction Contract.
4. **SERVICE D (Construction Contract Procurement)** - Service D shall become payable upon the full execution of the Construction Contract, with the certified Tabulation of Bids as one of the required attachments to the contract. Services A, B and C must be 100% complete in order to invoice for Service D.
5. **SERVICE E (Construction Contract Administration)** - The first 90% of Service E fee is payable as the contractor's work progresses. Service E's invoiced percent complete cannot exceed contractor's Total Completed Work and Stored Materials percent of Total Contract to Date, based on the contractor's periodic

estimates/payment applications. The last 10% of this fee is payable after the design professional delivers required submittal documents to the Awarding Authority/Owner. See Standard Article 7.

6. **BID ALTERNATE DESIGN FEE** - Payable with payment for Service D.
7. **SPECIAL SERVICES** – Payments are due on a monthly basis as the Special Service is rendered and invoiced.
8. **REIMBURSABLE EXPENSES** - Reimbursable Expenses are payable on a monthly basis as incurred. Provide a breakdown of rates, hours charged including dates, tasks and hours per task. Mark-up on travel expenses is not allowed. A copy of an expense invoice, approved by the design professional, shall be attached to the design professional's Statement for Services. If expenses are incurred during periods in which payments for basic or other services are not earned, Statements covering only Reimbursable Expenses may be submitted, but not more than once a month. Additional backup documentation to substantiate reimbursable expenses may be required prior to approval for payment.
9. **EXTRA SERVICES** - Payments are due after Extra Service is added to the Agreement by amendment and then on a monthly basis as the Extra Service is rendered and invoiced.
10. **PAYMENTS WITHHELD for ERRORS and OMISSIONS**

If an error or omission by the Architect: (i) is due to the Architect's failure or neglect to exercise the reasonable care, competence, technical knowledge and skill which is ordinarily exercised in similar situations by architects registered in Alabama, and (ii) results in an additive Contract Change Order (including Contract Change Orders required to effect compliance with plan review comments of DCM, the SDE, or other reviewing authorities), the Awarding Authority/Owner is entitled to withhold from payments due or to become due the Architect an amount equal to:

- (1) the resulting increase in the Contract Sum, less, as agreed between the Awarding Authority/Owner and Architect, the competitive price that would have been included in the Contractor's bid, if the Work in question had been correctly or completely represented in the Bid Documents, plus
- (2) the portion of the Basic Fee attributable to the Contract Change Order when included in the Cost of the Work.

## 11. FINAL PAYMENT

Final Payment under an O/A Agreement is payable and due 30 days after:

- (1) expiration of the period established in the last Certificate of Substantial Completion for the Contractor's completion of "punch List" items,
- (2) the Architect's delivery to the Awarding Authority/Owner of either the

- Contractor's "as-built" documents, warranties, and other closeout documents required in the Construction Contract or evidence that the Architect has made a reasonable effort to obtain these items from the Contractor, and
- (3) the Architect's delivery to the Awarding Authority/Owner of a complete set of the Contractor's approved Submittal documents, organized logically.

**Accounting of Special Fees, Reimbursable Expenses and Extra Fees must be maintained separately from Basic Fees on the Statement of Services.**

## **J. USE OF DCM STANDARD FORMS**

During the performance of design and construction administration services, the design professional will be required to utilize DCM's standard forms listed in Appendix B and available from DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). DCM's uniform documents and standard forms to be incorporated into the project specifications are listed in Appendix C.

CHAPTER 4  
SUPPLEMENT

DETERMINATION OF BASIC FEE OR BASIC FEE RATE  
FOR DESIGN PROFESSIONAL SERVICES

<u>Contents</u>	<u>Pages</u>
A. Maximum Basic Fee.....	4S - 1
B. Schedule of Basic Fee Rates .....	4S - 2
C. Application of Basic Fee Rate .....	4S - 3
D. Adjustment for Major Renovation .....	4S - 4

**A. MAXIMUM BASIC FEE**

The Basic Fee shall be based upon the budgeted cost of the planned work stipulated in the O/A Agreement, but shall not be higher than a fee as determined by the "Schedule of Basic Fee Rates" below. A higher Basic Fee may be paid only if approved by the Director. A Basic Fee determined by the schedule may be adjusted without the Director's approval for Major Renovation as defined in Section D of this Supplement. Lower Basic Fees may be negotiated without the Director's approval when appropriate considering project size, cost, scope, repetition, etc.

If the Basic Fee is to be a percentage rate applied to the cost of the work, the percentage rate shall not be higher than the applicable rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable. If the Basic Fee is to be a fixed, lump sum amount, that amount shall not be greater than the amount that is the product of multiplying the budgeted cost of the work by the applicable percentage rate of the "Schedule of Basic Fee Rates" with adjustment for major renovation, if applicable.

**B. SCHEDULE OF BASIC FEE RATES**

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

## **BUILDING GROUPS OF THE SCHEDULE**

**Group I:** Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

**Group II:** Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

**Group III:** College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

**Group IV:** Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

**Group V:** Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

## **C. APPLICATION OF BASIC FEE RATE**

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee rate if the change is requested by the Awarding Authority/Owner and the change requires additional design, administrative, consultant, or other services not

contemplated in the agreement.

2. Unless otherwise stipulated in the agreement, the Basic Fee rate shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee rate shall be subject to adjustment.
3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be stipulated in the agreement.
4. If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.
5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

#### **D. ADJUSTMENT FOR MAJOR RENOVATION**

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority/Owner to the design professional may minimize or eliminate the need for this adjustment. In general, exterior projects, including, but not limited to, re-roofing, re-coating, and landscape/hardscape are not to be considered as major renovations.

# CHAPTER 5

## UNIFORM DOCUMENTS, ROOFING CONSIDERATIONS AND REQUIREMENTS, AND OTHER PRE-BID CONSIDERATIONS FOR PROJECTS OF STATE AGENCIES & DEPARTMENTS, PUBLIC UNIVERSITIES IF ADOPTED BY THE INSTITUTION, PSCA-FUNDED PROJECTS, AND SIMILAR AUTHORITIES

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### A. APPLICABILITY of CHAPTER

This chapter defines documents and contractual provisions that are required to be included in the bid and contract documents for projects supervised and administered by the Technical Staff **which is the full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM.** Also presented are recommended roofing design criteria and optional provisions that should be considered for inclusion in the bid and contract documents by the design professional and Awarding Authority/Owner of such projects. The types of projects to which this chapter applies includes projects of:

- State Agencies & Departments
- Public Universities if adopted by the Institution
- Public School & College Authority (PSCA)-funded
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

## **B. UNIFORM DOCUMENTS and STANDARD FORMS**

DCM documents and forms are available on DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov); most of DCM's fillable pdf forms are password-protected in order to lock permanent text into place for legal purposes; the fillable fields of such forms are usable in Adobe Reader. Flat non-fillable and non-password-protected pdfs are available as downloadable zip files on the State Agency, PSCA, and K-12 Project Forms webpages for use by spec. writers for project manuals. These zip files include the full list of "front-end" documents and forms (DCM and non-DCM documents and forms) to be included in project manuals. **The Construction Contract and Change Order forms must be activated via DocuSign PowerForm links available from DCM's website.**

DCM's uniform documents and standard forms are to be **included** in the project manual for all projects which are supervised and administered by the Technical Staff; exceptions are noted below. On DCM's website these documents and forms are grouped under Project Types and Forms > \*select funding source\* > "Construction Administration Documents". These documents and forms have been developed to ensure compliance with state laws and DCM Rules and to provide uniformity for review and administration. To maintain this uniformity, these documents must be downloaded from DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov), and alterations are not acceptable except for DCM Form C-1: Sample Advertisement for Bids, DCM Form C-1A: Sample Invitation To Bid, DCM Form C-3: Proposal Form, DCM Form C-3A: Accounting of Sales Tax, and DCM Form C-14: Sample Form of Advertisement for Completion, as noted below. See Appendix C for a list of DCM uniform documents and standard forms to be included in the project manual.

For a project costing **\$100,000.00** or less, refer to Chapter 6, Section M and [dcm.alabama.gov/forms\\_100K.aspx](http://dcm.alabama.gov/forms_100K.aspx) concerning possible exceptions.

### **1. a. SAMPLE ADVERTISEMENT FOR BIDS, DCM Form C-1**

DCM Form C-1 must be **included** in the project manual; alterations are permitted.

### **b. SAMPLE INVITATION TO BID, DCM Form C-1A**

An emergency declaration allows owners and design professionals to legally solicit proposals from at least three different contractors for any repair and/or replacement work, without advertisement for bids. An advertisement for bids is not required by state law for public works projects costing **\$100,000** or less. When bids are solicited without advertisement, include the Owner's Declaration of Emergency, if applicable, and an Invitation to Bid instead of the Advertisement for Bids in any project manual. DCM Form C-1A is a sample Invitation to Bid containing language satisfying the requirements of various state laws. The design professional should closely follow the language and format of the sample while incorporating project-specific information necessary to legally describe the solicitation.

### **2. INSTRUCTIONS TO BIDDERS, DCM Form C-2**

DCM Form C-2 must be **included** in the project manual; alterations are not permitted. A Designer's Supplemental Instructions to Bidders may be included in the project manual to convey project-specific instructions.

**3. a. PROPOSAL FORM, DCM Form C-3**

DCM Form C-3 may be modified to incorporate project-specific requirements; however, the text of the standard form is not to be modified without approval of the Technical Staff. Information common to all bidders, such as identification of the project, design professional, and bid alternates, should be inserted to provide continuity. DCM Forms C-3 and C-3A must be submitted together for bids. Awarded contractor must include DCM Forms C-3 and C-3A with contract.

**b. ACCOUNTING OF SALES TAX, DCM Form C-3A**

DCM Form C-3A may be modified to include all alternates, and copies are acceptable. Submission of DCM Form C-3A is not optional; it is required. A bid will be rendered non-responsive if it fails to provide an Accounting of Sales Tax. DCM Forms C-3 and C-3A must be submitted together for bids. Awarded contractor must include DCM Forms C-3 and C-3A with contract.

**4. FORM OF BID BOND, DCM Form C-4**

DCM Form C-4 must be **included** in the project manual; alterations are not acceptable.

**5. CONSTRUCTION CONTRACT, DCM Form C-5**

DCM Form C-5 must be **included** in the project manual; alterations are not acceptable. DCM Form 9-A, listed in Chapter 9, is a modification of this form that should be substituted for Form C-5 for PSCA projects.

**6. PERFORMANCE BOND, DCM Form C-6**

DCM Form C-6 must be **included** in the project manual; alterations are not acceptable. DCM Form 9-B, listed in Chapter 9, is a modification of this form that should be substituted for Form C-6 for PSCA projects.

**7. PAYMENT BOND, DCM Form C-7**

DCM Form C-7 must be **included** in the project manual; alterations are not acceptable. DCM Form 9-C, listed in Chapter 9, is a modification of this form that should be substituted for Form C-7 for PSCA projects.

**8a. FORM B-1A, TRANSMITTAL OF ALABAMA VENDOR DISCLOSURE STATEMENT**

Per Alabama law, all persons must submit the Disclosure Statement as a hardcopy. For electronically-signed construction contracts, DCM Form B-1A must be submitted at the same time as the Alabama Vendor Disclosure Statement, in order for DCM to correctly match up a hardcopy Disclosure Statement with an otherwise electronically-submitted construction contract. Since February 2021, Finance-Legal on behalf of DCM has reached out to the Alabama Attorney's General's Office requesting the allowance of electronically-submitted Disclosure Statements.

**8b. ALABAMA VENDOR DISCLOSURE STATEMENT, §41-16-82**

The Alabama Vendor Disclosure Statement must be notarized and submitted as a hardcopy with original signatures. The form is available at [www.alabamaag.gov/forms](http://www.alabamaag.gov/forms).

**9. GENERAL CONDITIONS OF THE CONTRACT, DCM Form C-8**

DCM Form C-8 must be **included** in the project manual; alterations are not permitted. Special Conditions or separate Modifications to the General Conditions may be used to make necessary modifications subject to the approval of the Technical Staff.

**10. DCM USER FEES**

The DCM Permit Fee is applicable to projects supervised by the Technical Staff\*. The DCM Contract Document Administration Fee is applicable to all projects administered by the Technical Staff. Both fees must be paid before a contract will be reviewed.

**\*Exception:** Fully locally-funded K-12 projects and fully locally-funded Four-Year University projects for capital improvement, or alterations, additions, repair, or maintenance of heating, ventilation, and air conditioning systems or any alterations, additions, repair, or maintenance of a roof, with **both** an estimated cost of \$750,000.00 or Less and a contract awarded on or after 10/01/22, do not require a DCM Permit Fee.

See **Chapter 1 (G)** and/or [www.dcm.alabama.gov](http://www.dcm.alabama.gov) for further details.

**11. GENERAL CONTRACTOR'S ROOFING GUARANTEE, DCM Form C-9**

DCM Form C-9 must be **included** in the project manual of all projects which include roofing work; alterations are not acceptable.

**12. APPLICATION AND CERTIFICATE FOR PAYMENT, DCM Form C-10  
SCHEDULE OF VALUES, DCM Form C-10SOV  
INVENTORY OF STORED MATERIALS, DCM Form C-10SM**

DCM Form C-10 is a single-page form which must be completed, signed by the Contractor, Architect and Owner, and submitted to DCM with a completed DCM Form C-10SOV: Schedule of Values. The Application and Certificate for Payment must match the Schedule of Values to the penny. One payment application per month may be submitted.

DCM Form C-10 SM, Inventory of Stored Materials, is available as a tool for tracking and estimating the value of stored materials. The use of this form is not mandatory, the contractor may use its own form for tracking and estimating Stored Materials.

Note: DCM only processes payment applications of state departments and agencies, partially and fully PSCA-funded and other bond-funded projects.

**13. SAMPLE PROGRESS SCHEDULE AND REPORT, DCM Form C-11**

DCM Form C-11 must be **included** in the project manual. **Note:** As is addressed in Chapter 7, a more sophisticated scheduling method may be used.

**14. CONTRACT CHANGE ORDER, DCM Form C-12**

DCM Form C-12 must be **included** in the project manual; alterations are not acceptable.

**15. CERTIFICATE OF SUBSTANTIAL COMPLETION, DCM Form C-13**

DCM Form C-13 must be included in the project manual; alterations are not acceptable.

**16. SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION, DCM Form C-14**

DCM Form C-14 must be **included** in the project manual as a sample to be followed by the contractor at the end of the project; alterations are acceptable.

**17. DETAIL OF PROJECT SIGN, DCM Form C-15**

- a. Fully locally-funded State Agency and Public Higher Education projects: DCM Form C-15 must be included in the project manual regardless of expected bid amount. If the awarded contract sum is \$100,000.00 or more, Contractor shall furnish and erect a project sign. Other conditions besides the contract sum may warrant waiver of this requirement, but only with approval of the Technical Staff.
- b. Fully locally-funded K-12 school projects: Project sign is not required unless requested by Owner; if project sign is requested by Owner, include DCM Form C-15 in the project manual.
- c. Partially or fully PSCA-funded projects: DCM Form C-15 must be included in the project manual. Contractor shall furnish and erect a project sign for all PSCA-funded projects, regardless of the contract sum. "Alabama Public School and College Authority" as well as the local owner entity must be included as awarding authorities on the project sign of all PSCA-funded projects.

**18. DCM Form C-16**

DCM Form reference number C-16 (which was previously included on DCM Form 9-M) is no longer in use.

**19. CONTRACTOR'S STATEMENT OF RESPONSIBILITY FOR CONSTRUCTION OF STORM SHELTER, DCM Form C-17**

**OWNER'S STATEMENT OF RESPONSIBILITY FOR CONSTRUCTION OF STORM SHELTER, DCM Form B-15**

DCM Forms C-17 and B-15 must be included in the project manual for:

- a. All new public K-12 schools awarded after July 1, 2010, with tornado storm shelters as required by Act 2010-746.
- b. All public K-12 additions and renovations which are required to contain tornado storm shelters by the International Building Code, Section 423.
- c. All private K-12 new schools, additions and renovations as required by the International Building Code, Section 423.
- d. All new buildings containing classrooms or dorm rooms on the grounds of all public 2-year or 4-year institutions of higher education, statewide, awarded on or after August 1, 2012, as required by Act 2012-554.

**20. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS & CLAIMS, DCM Form C-18**

DCM Form C-18 must be **included** in the project manual of all projects; alterations are not acceptable.

**21. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS, DCM Form C-19**

DCM Form C-19 must be **included** in the project manual of all projects; alterations are not acceptable.

**22. CONSENT OF SURETY TO FINAL PAYMENT, DCM Form C-20**

DCM Form C-20 must be **included** in the project manual of all projects; alterations are not acceptable.

**23. CERTIFICATION OF STRUCTURAL OBSERVATIONS, DCM Form B-14**

DCM Form B-14 must be included in the project manual for:

- a. All new public K-12 schools awarded after July 1, 2010, with tornado storm shelters as required by Act 2010-746.
- b. All public K-12 additions and renovations which are required to contain tornado storm shelters by the International Building Code, Section 423.
- c. All private K-12 new schools, additions and renovations as required by the International Building Code, Section 423.
- d. All new buildings containing classrooms or dorm rooms on the grounds of all public 2-year or 4-year institutions of higher education, statewide, awarded on or after August 1, 2012, as required by Act 2012-554.

**C. ROOFING CONSIDERATIONS and REQUIREMENTS**

**1. GENERAL RECOMMENDATIONS**

- a. **Low Sloped Roofs:** If design, cost, and occupancy permit, it is recommended that pitched roofs be utilized. Should a low-pitched roof system be necessary, it is recommended that a 4-ply built-up roof system be specified. Asphalt systems should be smooth or granular surfaced (not gravel ballasted) in order to facilitate future maintenance. Coal tar pitch roof systems should be limited to 1/4 inch per foot slope maximum and are, therefore, not appropriate for new construction which requires a minimum roof slope of 1/4 inch per foot.

- b. **Single-ply Roofs:** Should design or economic restrictions require the use of a single-ply elastomeric roofing system, ballasted systems of any type should be avoided.
- c. **Interior Gutters:** The use of interior gutters should be avoided at all times.
- d. **Protection During Application:** At no time during construction should the surface of an asphalt or coal tar pitch roofing system to be left unprotected. A glaze coat of asphalt or pitch must be applied to the surface of the membrane if the top pour or cap sheet cannot be applied during the same day.
- e. **Contractor's Qualifications:** The specifications should stipulate that the roofing contractor shall possess the following, or more stringent, minimum qualifications: the roofing contractor must be a firm of not less than 5 years successful experience in installation of roofing systems similar to those specified for the project and which is acceptable to or licensed by the manufacturer of the primary roofing materials.
- f. **Manufacturer's Qualifications:** In specifying acceptable manufacturers or minimum qualifications of manufacturers, the following, or more stringent, criteria should be used: the manufacturer shall have a minimum of 5 years' experience in the manufacture of the roofing system and must also be the **original material manufacturer** of the primary roofing materials.
- g. **Roofing Consultant:** The Awarding Authority/Owner and design professional should not rely on the inspections of the roofing contractor or a representative of the materials manufacturer. It is strongly recommended that the Awarding Authority/Owner and design professional consider employing the services of an experienced and totally non-proprietary roofing consultant to make periodic inspections of the in-progress work and submit written reports of application quality and progress.
- h. **Warranties:** DCM requires a 5-year General Contractor's Roofing Guarantee (DCM Form C-9); however, this does not preclude the specification of supplemental roofing system warranties that may be desired by the Awarding Authority/Owner. Before specifying a supplemental warranty, the Awarding Authority/Owner should evaluate the cost and benefits of a warranty versus the costs of implementing a sound roof maintenance program to receive the full serviceable life expected of the roofing system. Standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and must be amended to include the requirement that the Laws of the State of Alabama shall govern all such guarantees.

## 2. RE-ROOFING CRITERIA

- a. **Definitions:** For the purposes of this manual, the following terms shall have the following meanings:
  - (1) **Re-roofing** - The process of recovering or replacing an existing roofing system.
  - (2) **Replacement** - The process of removing the existing roof membrane,

repairing any damaged substrate, and installing a new roofing system.

- (3) **Recovering** - The process of preparing the existing roof surface and installing a new roofing system over the existing roof.
- (4) **Retrofit** - The process of installing a new roof framing system and roof over an existing roof. "Retrofit" is considered to be new construction, not "re-roofing".

- b. **Replacement instead of Recovering:** Recovering is often a practical and economical solution for an existing problem roof. However, it is recommended that replacement instead of recovering be utilized in the following cases:
- (1) When the existing roofing is soaked or deteriorated to the point that it is not suitable as a base for an additional roofing system.
  - (2) When blisters exist in any roofing, unless the blisters are cut out to where the felts are solidly adhered to each other.
  - (3) When the existing roof surface is gravel or the like, unless the gravel shall be thoroughly removed, or all loose gravel removed, and an approved base material installed before applying additional roofing.
  - (4) When the existing roof is slate or a similar material.
  - (5) When sheathing or supports are deteriorated to the point that the roof structural system is not capable of supporting recovering.
  - (6) When wood shingles or shakes are being installed and more than one layer of wood or asphalt shingles exist.

When the existing roof consists of two or more roof applications of any type material, replacement is mandatory for code compliance, unless:

- (1) The structural deck is concrete, the existing roof is firmly attached to the deck, and the existing roof is removed down to a maximum of three plies of moisture-free felts.
- (2) When otherwise approved by the state building official.

All re-roofing is to be applied in accordance new roofing specifications. **Slope allowance for re-roofing can be less than ¼ inch per foot provided that the roof has positive drainage.** "Positive drainage" means no standing water on the roof 48 hours after a rain of some consequence.

### 3. 5-YEAR, GENERAL CONTRACTOR'S ROOFING GUARANTEE

Article 35 of the General Conditions of the Contract establishes the requirements for a 5-year, General Contractor's Roofing Guarantee. DCM Form C-9, General Contractor's Roofing Guarantee must be included in the project manual of all projects which include roofing or re-roofing work. The roofing section of the technical specifications should indicate the presence of this standard requirement in the General Conditions. If additional roofing warranties are specified in the roofing section, they should be identified as supplemental to the General Contractor's Roofing Guarantee.

### 4. PRE-ROOFING CONFERENCE

A Pre-roofing Conference is required to facilitate and promote the successful installation and performance of the entire roof assembly. If the sole purpose of the project is re-roofing, the Pre-construction Conference and the Pre-roofing Conference

should be combined and conducted after all contractor submittal requirements are completed. To incorporate this requirement into the contract documents the roofing section of the specifications must include the following language:

#### "PRE-ROOFING CONFERENCE

A pre-roofing conference is required before any roofing materials are installed. This conference shall be conducted by a representative of the Architect and attended by representatives of the Owner, Division of Construction Management Inspector, General Contractor, Roofing Contractor, Sheet Metal Contractor, Roof Deck Manufacturer (if applicable), and the Roofing Materials Manufacturer (if warranty is required of this manufacturer). If equipment of substantial size is to be placed on the roof, the Mechanical Contractor must also attend this meeting.

The pre-roofing conference is intended to clarify demolition (for renovation or re-roofing projects) and application requirements for work to be completed before roofing operations can begin. This would include a detailed review of the specifications, roof plans, roof deck information, flashing details, and approved shop drawings, submittal data, and samples. If conflict exists between the specifications and the Manufacturer's requirements, this shall be resolved. If this pre-roofing conference cannot be satisfactorily concluded without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case should the work proceed without inspection of all roof deck areas and substantial agreement on all points.

The following are to be accomplished during the conference:

1. Review all Factory Mutual and Underwriters Laboratories requirements listed in the specifications and resolve any questions or conflicts that may arise.
2. Establish trade-related job schedules, including the installation of roof-mounted mechanical equipment.
3. Establish roofing schedule and work methods that will prevent roof damage.
4. Require that all roof penetrations and walls be in place prior to installing the roof.
5. Establish those areas on the job site that will be designated as work and storage areas for roofing operations.
6. Establish weather and working temperature conditions to which all parties must agree.
7. Establish acceptable methods of protecting the finished roof if any trades must travel across or work on or above any areas of the finished roof.

The Architect shall prepare a written report indicating actions taken and decisions made at this pre-roofing conference. This report shall be made a part of the project record and copies furnished the General Contractor, the Owner, the Division of Construction Management, and the Division of Construction Management Inspector."

## **D. PRE-BID CONSIDERATIONS**

This section discusses recommended procedures and optional provisions that may be included in the bid and contract documents. The design professional and Awarding Authority/Owner should give each of these items consideration when developing a project's bid and contract documents.

### **1. PROCEDURE FOR ISSUING PLANS AND SPECIFICATIONS**

The "Public Works Law" stipulates the following procedures for issuing plans and specifications to bidders:

"...an adequate number of sets of bid documents, as determined by the Awarding Authority/Owner, may be obtained by prime contractor bidders upon payment of a deposit for each set, which deposit shall not exceed twice the cost of printing, reproduction, handling, and distribution of each set. The deposit shall be refunded in full to each prime contractor bidder upon return of the documents in reusable condition within 10 days after bid opening. Additional sets for prime contractor bidders, subcontractors, vendors, or dealers may be obtained upon payment of the same deposit. The deposit shall be refunded less the cost of printing, reproduction, handling, and distribution, upon return of the documents in reusable condition within 10 days after bid opening. All refunds are due from the Awarding Authority/Owner within 20 days after bid opening.

Building exchanges and similar agencies may be furnished plans and specifications without charge."

With assistance from the design professional, the Awarding Authority/Owner should determine: **(1)** the amount of the deposit to be charged for bid documents and **(2)** a reasonable, or adequate, number of sets of bid documents that may be obtained by prime contractor bidders with a fully refundable deposit (2 sets is normal). The size and complexity of a project should be considered in making these determinations.

### **2. BID ALTERNATES**

Deductive alternate bids may be used in order to reduce the base bid to an amount within the funds available for the project. Additive alternate bids may be used in order to obtain prices for the addition of items not included in the base bid. The alternate bids shall be listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder. Alternate bids are to be listed in order of priority (determined by the Awarding Authority/Owner) and should be all deductive or all additive. See O/A Agreement Standard Article 4.G, Bid Alternate Design Fee, for related compensation of the design professional.

DCM Form C-2, Instructions to Bidders, establishes the required method of determining the lowest bidder when bid alternates are utilized. **The Awarding Authority/Owner must be prepared to announce the funds available for a construction contract at the bid opening as provided in the Instructions to Bidders.**

### 3. UNIT PRICES

There are two applications of unit prices to be considered for use in bid proposals:

- a. **Work Bid on a Unit Price Basis:** All, or part(s), of the planned work may be bid on a unit price basis. The design professional states an estimated quantity of an element of the work on the Proposal Form as a bid item. The bidders insert a unit price and the extended lump sum amount for the unit price bid item. The extended lump sum amount(s) for the unit price bid item(s) and lump sum bid items are added together to produce a total lump sum bid for the project. The contract amount is ultimately adjusted based upon the actual quantity of the work element performed as compared to the estimated quantity included in the bid. This application of unit prices can improve pricing by reducing the bidders' risk associated with elements of work that cannot be accurately quantified. Drilled piers, pilings, and the potential encounter of unsuitable soils or rock are typical examples of work elements bid on a unit price basis in new construction. Asbestos abatement, plaster repair, and masonry restoration are typical examples of work bid on a unit price basis in renovation work. When work is bid in this manner, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest bidder. In cases of error in the extension of prices of bids, the unit price will govern. Each unit price is to include overhead, profit, and all other related costs. A proposal may be rejected if any of the unit prices are obviously unbalanced or non-competitive.
- b. **Unit Prices for Application to Change Orders:** As a means of predetermining unit costs of changes in certain elements of the work, the project specifications may require that the bidders furnish unit prices for these items. No estimated quantities are stated on the Proposal Form and these unit prices may, or may not, be used during the course of the project. Unit prices may be presented as an attachment to, or part of, the Proposal Form and may be requested as separate additive and deductive unit prices or as singular unit prices applicable to both additive and deductive changes. Each unit price should include overhead, profit, and all other related costs. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the lowest bidder may be rejected or negotiated by the Awarding Authority/Owner prior to contract award. The specifications should clearly state that unit prices for application to changes in the work are not effective unless specifically agreed upon in the Construction Contract.

### 4. ALLOWANCES

Cash allowances are dollar amounts stated in Bid Documents that are to be included in bids to cover the approximate costs of materials that will be selected or work that will be defined during construction. Allowances can simplify administration of minor changes in the Work and may be particularly useful for renovation projects where the extent of repairs and other elements of work cannot be determined until actual

conditions are exposed by demolition.

## 5. INSURANCE COVERAGE

Article 37 of the DCM General Conditions contain **minimum requirements** for the contractor's insurance coverage. It is recommended that the design professional and the Awarding Authority/Owner and their insurance advisor review the insurance requirements for their project. In projects involving additions to, or renovations of, existing facilities, a review of the Awarding Authority's/Owner's coverage of the existing facilities can be of significant importance. It is recommended that Article 37 be forwarded to the contractor's insurance representative.

## 6. PREQUALIFICATION OF BIDDERS

Each bidder is required to file with his or her bid a cashier's check or bid bond payable to the Awarding Authority/Owner for an amount which should not be less than 5% of the Awarding Authority's/Owner's estimated cost or of the contractor's bid, but no more than \$10,000 is required. The bid guaranties "shall constitute all of the qualifications or guaranty to be required of contractors as prerequisites to bidding for public works, except as required by the state licensing board for general contractors and the prequalifications as required by the Department of Transportation, the Division of Construction Management, or any other Awarding Authority." (§39-2-4, Public Works Law)

**If an Awarding Authority/Owner proposes to prequalify bidders**, it must comply with the following provisions of Public Works Law §39-2-4:

### a. **Written Procedures and Criteria:**

"The Awarding Authority must establish written prequalification procedures and criteria that **(1)** are published sufficiently in advance of any affected contract so that a bona fide bidder may seek and obtain prequalification prior to preparing a bid for that contract...; **(2)** are related to the purpose of the contract or contracts affected; **(3)** are related to contract requirements or the quality of the product or service in question; **(4)** are related to the responsibility, including the competency, experience, and financial ability, of a bidder; and **(5)** will permit reasonable competition at a level that serves the public interest."

The Advertisement for Bids must identify where the published prequalification procedures and criteria are available for review. The prequalification publication may run concurrently with the Advertisement for Bids provided it produces the required advance notice.

### b. **Determination by Awarding Authority/Owner:**

"Within the bounds of good faith, the Awarding Authority retains the right to determine whether a contractor has met prequalification procedures and criteria."

**c. Prequalification Deems Contractor "Responsible":**

"Any bidder who has prequalified pursuant to the [published procedures and criteria] shall be deemed 'responsible' for purposes of award unless the prequalification is revoked by the Awarding Authority under the following procedures: **(1)** No later than five working days or the next regular meeting after the opening of bids, the Awarding Authority issues written notice to the bidder of its intent to revoke prequalification and the grounds therefor; **(2)** the bidder is then provided an opportunity to be heard before the Awarding Authority on the intended revocation; **(3)** the Awarding Authority makes a good faith showing of a material inaccuracy in the prequalification application of a bidder or of a material change in the responsibility of the bidder since submitting its prequalification application; and **(4)** the revocation of prequalification is determined no later than 10 days after written notice of intent to revoke, unless the bidder whose qualification is in question agrees in writing to an extension in time."

Prequalification of bidders is a useful tool that may be utilized for public works building projects. The American Institute of Architects (AIA) publishes standard procedures and forms which may be used in the prequalification process with modification as needed to address specific needs of a project or Awarding Authority/Owner. The design professional can assist the Awarding Authority/Owner in obtaining the AIA documents.

**7. WAGE RATES**

The State of Alabama does not require that workmen employed on public works projects be paid prevailing wages; however, a project's source of funding may dictate that certain minimum or prevailing wages are to be paid. Many federally-funded projects require wage rates. The Awarding Authority/Owner must be consulted regarding source(s) of funds for the appropriate determinations to be made.

## CHAPTER 6

# BID PROCEDURES AND AWARD OF CONTRACTS FOR PROJECTS OF STATE AGENCIES & DEPARTMENTS, PUBLIC UNIVERSITIES IF ADOPTED BY THE INSTITUTION, PSCA-FUNDED PROJECTS, AND SIMILAR AUTHORITIES

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### **A. APPLICABILITY of CHAPTER**

This chapter defines required and recommended procedures for the bid and award of contracts for projects supervised and administered by the Technical Staff **which is the full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM.** The types of projects to which this chapter applies includes projects of:

- State Agencies & Departments
- Public Universities if adopted by the Institution
- Public School & College Authority (PSCA)-funded projects
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

## **B. ADVERTISEMENT for BIDS**

Title 39, "Public Works Law", requires the Awarding Authority/Owner to advertise for sealed bids once a week for three **consecutive** weeks for public works projects in excess of **\$100,000.00**. The advertisement is to be published in a newspaper of general circulation in the county or counties in which the project, or any part of the project, is to be performed.

The advertisement is to be prepared and its publication arranged for by the design professional. The published text of the advertisement is to be bound in the project manual. Proof of publication should be obtained from the newspaper(s) and shall be retained by the Design Professional. DCM Form C-1 is a sample Advertisement for Bids containing language satisfying the requirements of various state laws. The design professional should closely follow the language and format of the sample while incorporating project-specific information necessary to legally describe the solicitation. Project-specific information in the advertisement should include:

- Brief description of the scope of the work.
- Where, in the Awarding Authority's/Owner's offices, plans and specifications are on file for examination.
- Procedure for obtaining plans and specifications.
- Time and place in which bids shall be received and opened publicly.
- Whether prequalification is required and where all written prequalification information is available for review (see Chapter 5, Section D.6 for prequalification procedures required by the Public Works Law).
- If applicable, a statement to the effect that attendance of a pre-bid conference is a mandatory prerequisite for bidding.

**Declared Emergency Projects:** All owner entities: DCM must be informed of a Declaration of Emergency in order to correctly **support such projects**. Email the declaration to the DCM Director at [lee.desmond@rpm.alabama.gov](mailto:lee.desmond@rpm.alabama.gov). **One of the two following categories must be stated in the Declaration.**

- 1. Immediate Harm to Person or Property:** In case of an emergency for which a delay in remedying would cause immediate harm to a person or public property contracts may be let to the extent necessary to meet the emergency without public advertisement or bidding.
- 2. Public Health, Safety, or Convenience:** In case of an emergency affecting public health, safety, or convenience, as declared in writing by the awarding authority setting forth the nature of the danger to the public health, safety, or convenience which would result from delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. This category of emergency declaration allows owners and design professionals to legally solicit proposals from at least three different contractors for any repair and/or replacement work, without advertisement for bid.

When bids are solicited without advertisement, include the Owner's Declaration of Emergency, if applicable, and an Invitation to Bid (see DCM Form C-1A: Sample Invitation to Bid) instead of the Advertisement For Bids in any project manual. Documentation must show a minimum of three proposals were sought even if a lesser number respond; a tabulation of bids must be issued.

### **C. PRE-BID CONFERENCE**

A pre-bid conference to answer questions and allow clarifications of issues is highly recommended by the DCM. The conference should be held well in advance of the bid date in order to provide ample time to issue addenda responding to questions raised during the conference. If the Awarding Authority/Owner wishes to make attendance of the pre-bid conference a mandatory prerequisite for prime contractors to bid on the project, this requirement must be stated in the Advertisement for Bids.

### **D. RECEIPT and OPENING of BIDS**

Bids must be received at the location, date and time stated in the Advertisement for Bids or at a location, date, and time subsequently stated in a published addendum to the bid documents. No bids shall be received after the designated time. All bids shall be opened and read publicly, **whether the sealed bids are received electronically or via hardcopy.**

Title 34, Chapter 8, Code of Alabama, 1975, requires licensing for general contracting when the cost of the work exceeds amounts established by the State Licensing Board for General Contractors. Under this law, it is incumbent upon the design professional and Awarding Authority/Owner to require each bidder to show evidence of this license before bidding. In the absence of such evidence, a bid shall not be received or considered.

Bidders must follow all requirements of the Instructions to Bidders or risk disqualification of their bid. Any discrepancies observed upon opening bids shall be publicly noted at that time. Each bidder's compliance with the following requirements are the minimum elements to be verified upon opening of bids:

- 1 a. Hardcopy Delivery Envelope:** The outside of the envelope in which a bid is delivered must bear the bidder's name and state license number for general contracting, and the envelope must be sealed. The bid must not be received in the absence of any of these features. The sum being bid may be changed by the bidder by writing the change in price, over the bidder's authorized signature **and date**, on the envelope; however, if the sum being bid is revealed on the envelope, the bid no longer constitutes a "sealed bid" and must not be received. No change in price may be made after the time designated for receipt of bids.

**b. Electronic Delivery:** Sealed bids may also be solicited and submitted through electronic means including, but not limited to, electrical, digital, magnetic, optical, electromagnetic, or any other similar technology provided that the awarding authority adopts rules and policies to ensure that all electronic submissions are transmitted securely and bids remained sealed until bid opening.

2. **Bid Security:** Bid security must be furnished with bids **in the amount of \$100,000.00 or more**. Bid security shall be in the form of a bid bond (executed by a surety company duly authorized and qualified to make such bonds in Alabama) or a cashier's check (drawn on an Alabama bank) payable to the Awarding Authority/Owner. The amount of the bid security should not be less than 5% of the Awarding Authority's/Owner's estimated cost of the work or of the contractor's bid, but is not required to be more than \$10,000.00. If a bid bond is furnished in lieu of a cashier's check, DCM Form C-4, Form of Bid Bond, is to be used.
3. **a. Proposal Form:** In addition to all pricing requirements, the DCM Form C-3: Proposal Form should be checked for acknowledgment of all addenda, identification of bid security, complete legal signature, and complete identification of data regarding the bidder's state licensing for general contracting.  
**b. Accounting of Sales Tax:** Submission of a completed DCM Form C-3A: Accounting of Sales Tax is required; it is not optional. A bid will be rendered non-responsive if it fails to provide an Accounting of Sales Tax. DCM Forms C-3 and C-3A must be submitted together.

After bids have been opened, the apparent low bidder may be determined. However, actual determination of the lowest responsible and responsive bidder may only be made after the bids have been tabulated, reviewed, and evaluated within the time period specified in the Instructions for Bidders or Supplemental Instructions to Bidders. All bids shall be made available for public review and inspection by all bidders at the location of the bid opening for a reasonable period of time after they are opened.

**DELAYED RECEIPT OF BID ALTERNATE PRICES:** For projects with numerous bid alternates, it may be advisable to allow the bidders to delay submission of bid alternate prices for a short period (not to exceed two hours) after they have submitted their base bids. This affords the bidders the opportunity to focus on the bid alternate prices, minimizing the tendency to include contingencies to cover errors that might be made during pre-bid analysis. Upon their receipt at the advertised time, the sealed base bids must remain sealed and secured in public view at the location in which they were received. The sealed bid alternate prices must then be received at the advertised time and each bidder's sealed base bid and sealed bid alternate prices opened and read publicly. If this procedure is to be utilized it must be stated in the Advertisement for Bids.

**LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS:** As stated on the Proposal Form, each bidder "...declares that a list of all proposed major subcontractors and

suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bidding documents but in no event shall this time exceed twenty four (24) hours after receipt of bids." Upon opening of bids, bidders should be reminded of this requirement and the time by which the information is to be provided.

## **E. CERTIFIED TABULATION of BIDS**

After bids have been received, the design professional shall check and tabulate all bids, certifying that the bids were received sealed, publicly opened and read aloud at the time and place advertised, and that it is a true and correct tabulation of all bids received for the project. This tabulation shall be signed by the design professional, notarized, and furnished to the Awarding Authority/Owner and the Technical Staff. If a bid is incomplete, qualified, or bears any condition or irregularity that may affect its responsiveness, the design professional shall note this information on the tabulation. Form DCM B - 6 as listed in Appendix B is a sample Certified Tabulation of Bids which can be utilized or modified to facilitate project-specific bid requirements.

## **F. BID ERRORS, DISCREPANCIES, and MISTAKES**

### **1. ERRORS AND DISCREPANCIES IN THE PROPOSAL FORM**

"In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern." (Public Works Law, §39-2-7)

### **2. MISTAKES WITHIN THE BID**

Inherent with the competitive bid process is the possibility for mistakes in the bidder's estimate for the bid. Forcing a contractor to perform under circumstances of an obvious and significant mistake will frequently produce results that are not in the best interest of the state. The Public Works Law, §39-2-11 permits a low bidder discovering a mistake in its bid to seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

- a. **Timely Notice**: The low bidder must notify the Awarding Authority/Owner in writing, within three working days after the opening of bids, that a mistake was made. This notice may be given within this time frame whether or not award has been made.
- b. **Substantial Mistake**: The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.
- c. **Mathematical Error**: The mistake must be mathematical in nature due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. Mistakes of law, judgement, or opinion are specifically excluded from this criteria.

- d. **Documentary Evidence:** Clear and convincing documentary evidence of the mistake must be presented as soon as possible, but no later than three working days after the opening of bids.

The law further stipulates that the Awarding Authority's/Owner's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority/Owner. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

## **G. RETURN of BID SECURITY**

"All bid guaranties, except those of the three lowest bona fide bidders, shall be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders shall be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. . ." (Public Works Law, §39-2-5)

## **H. NEGOTIATIONS to REDUCE COST**

Every effort should be made in preparation of bid documents to secure bids within the funds available by the use of bid alternates. However, extenuating circumstances may arise under which an Awarding Authority/Owner determines that negotiation of the low bid is in the public interest to avoid delay and added costs associated with redesigning and rebidding a project, in which case one of the following conditions as applicable may be used:

1. If no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may advertise for and seek other competitive bids or the awarding authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.
2. When two or more bids are received, and all bids exceed available funding for the contract, the awarding authority may negotiate for the work with the lowest responsible and responsive bidder provided that the awarding authority can document the shortage of funding, that time is of the essence, and that the negotiated changes are in the public interest and do not materially alter the scope and nature of the project.

The Awarding Authority/Owner must also recognize that the Technical Staff's approval of a contract resulting from negotiating the low bid does not certify its legality as this responsibility rests with the Awarding Authority/Owner and its legal advisor.

## **I. RETENTION of PROPOSAL FORMS**

The Awarding Authority/Owner must keep a permanent record of the original bid proposals, the proposal envelopes with any changes in bid prices, and in general all documents pertaining to the bids received and the award of a contract. These records shall be open to public inspection.

## **J. DETERMINATION of the LOWEST RESPONSIBLE and RESPONSIVE BIDDER**

"The contract shall be awarded to the lowest responsible and responsive bidder, unless the Awarding Authority finds that all bids are unreasonable or that it is not in the interest of the Awarding Authority to accept any of the bids..." (Public Works Law, §39-2-6(a))

"Proposals may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids not called for, incomplete bids, erasures, or irregularities of any kind. However, the Awarding Authority may reject any and all proposals or waive technical errors if, in its judgement, the best interests of the Awarding Authority will be promoted." (DCM Rule 355-15-1-.06)

Through the Certified Tabulation of Bids the design professional is required to record the relationship of the bids and any bid conditions or irregularities that may affect the responsiveness of any proposal. The final responsibility of determining the lowest responsible and responsive bidder rests with the Awarding Authority/Owner.

### **1. DETERMINATION OF THE LOWEST BIDDER**

When bid alternates are used, the method defined in "Determination of Low Bidder by Use of Alternates" in the Instructions to Bidders must be followed exactly.

Where all, or part(s), of the planned work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest bidder. In cases of error in the extension of prices of bids, the unit price will govern. Unit prices for application to potential changes in the work are not a basis for determining the lowest bidder.

### **2. DETERMINATION OF THE LOWEST RESPONSIVE BIDDER**

As defined by Public Works Law, §39-2-6, "A responsive bidder is one who submits a bid that complies with the terms and conditions of the invitation to bids. Minor irregularities in the bid shall not defeat responsiveness."

Upon receipt of the Certified Tabulation of Bids and bid proposals from the design professional, the Awarding Authority/Owner must determine whether or not the lowest bidder is responsive. If the lowest bid is determined to be non-responsive,

then this determination must be made of the second, third, etc., lowest bidders until the lowest responsive bidder is determined. In determining the lowest responsive bidder, the Awarding Authority/Owner has the discretion to waive technical errors and omissions in bid proposals; but it may not waive statutory requirements or DCM rules.

**a. A Bid Must Be Rejected If:**

- (1) It does not bear the full, legal description of the bidder as required on pages 1 and 2 of the Proposal Form.
- (2) It is not submitted with the required bid security.
- (3) It does not bear an authorized signature of the bidder.
- (4) It is for more than the amount requiring licensing pursuant to Title 34, Chapter 8, Code of Alabama, 1975 and does not bear the information regarding the bidder's state license for general contracting as required on page 2 of the Proposal Form.

**b. A Bid May Be Rejected If:**

- (1) It contains any omissions, alterations of forms, additions not called for, conditional bids, alternate bids not called for, incomplete bids, erasures, or irregularities of any kind.
- (2) All, or part(s), of the planned work is bid on a unit price basis and any of the unit prices are obviously unbalanced or non-competitive. This does not apply to unit prices requested for application to change orders, which may be rejected without rejecting the entire bid.

**3. DETERMINATION OF RESPONSIBLE BIDDER**

As defined by Public Works Law, §39-2-6, "A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract."

The Awarding Authority/Owner must determine which is the lowest responsible and responsive bidder by verifying whether or not the lowest responsive bidder is properly licensed by the State Licensing Board for General Contractors and is otherwise a "responsible bidder". Bidders prequalified to bid pursuant to prequalification procedures and criteria published by the Awarding Authority/Owner are deemed "responsible bidders" (see Chapter 5, Section D.6). If the lowest responsive bidder is found not to be responsible, the Awarding Authority/Owner may then consider the second, third, etc., lowest responsive bidders to determine the lowest responsible and responsive bidder. Upon any reasonable cause, the Awarding Authority/Owner has the right to reject any or all bids.

**K. DISQUALIFICATION of BIDDERS**

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

**1. COLLUSION** (Public Works Law, §39-2-6)

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

**2. ADVANCE DISCLOSURE** (Public Works Law, §39-2-6)

"Any disclosure in advance of the terms of a bid submitted in response to an advertisement for bids shall render the proceedings void and require advertisement and award anew."

**3. FAILURE TO SETTLE OTHER CONTRACTS** (DCM Rule 355-151-.07)

The Awarding Authority/Owner may reject a proposal from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

**L. AWARD of CONTRACT**

The notice of award of a contract should state the amount for which the contract is to be awarded, clarifying which bid alternates are to be included, if any, and it should address acceptance, rejection, and/or negotiation of unit prices. The Public Works Law addresses the award of contracts under the following possible conditions:

**1. NORMAL CONDITIONS**

The successful bidder is to be notified by confirmed facsimile, **electronic mail**, or letter to the address shown on the bidder's proposal at the earliest possible date. (Public Works Law, §39-2-6)

**2. DELAYED AWARD**

"Should no award be made within 30 days after the opening of the bids, or such other time as specified in the bid documents, all bids shall be rejected and all guaranties returned, except for any potentially successful bidder that agrees in writing to a stipulated extension in time for consideration of its bid, in which case the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bidder's bond for the cashier's check submitted with its bid as bid security." (Public Works Law §39-2-5)

**3. a. ONLY ONE OR NO BIDS RECEIVED**

"If no bids or only one bid is received at the time stated in the advertisement

for bids, the Awarding Authority may advertise for and seek other competitive bids, or the Awarding Authority may direct that the work shall be done by force account under its direction and control or ... the Awarding Authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid." (Public Works Law, §39-2-6)

**"Force Account Work"** is defined by §39-2-1 to mean: "Work paid for by reimbursing for the actual costs for labor, materials, and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit, where appropriate."

**b. TWO OR MORE BIDS RECEIVED**

When two or more bids are received, and all bids exceed available funding for the contract, the awarding authority may negotiate for the work with the lowest responsible and responsive bidder provided that the awarding authority can document the shortage of funding, that time is of the essence, and that the negotiated changes are in the public interest and do not materially alter the scope and nature of the project.

**4. ALL BIDS ARE UNREASONABLE**

"If the Awarding Authority finds that all bids received are unreasonable or that it is not to the interest of the Awarding Authority to accept any of the bids, the Awarding Authority may direct that the work shall be done by force account under its direction and control." (Public Works Law, §39-2-6)

**5. WORK BY NEGOTIATION OR FORCE ACCOUNT**

"On any construction project on which the Awarding Authority has prepared plans and specifications, has received bids, and has determined to do by force account or by negotiation, the Awarding Authority shall make available the plans and specifications, an itemized estimate of cost, and any informal bids for review by the Department of Examiners of Public Accounts and, upon completion of the project by the Awarding Authority, the final total costs together with an itemized list of cost of any and all changes made in the original plans and specifications shall also be made available for review by the Department of Examiners of Public Accounts. Furthermore, the above described information shall be made public by the Awarding Authority upon request. Upon the approval of the Awarding Authority, its duly authorized officer or officers may, when proceeding upon the basis of force account, let any subdivision or unit of work by contract on informal bids." (Public Works Law, §39-2-6)

## **M. PROJECTS COSTING \$100,000 OR LESS**

Under the Public Works Law, if the cost of a public works project is \$100,000 or less, certain provisions of that law are waived as follows:

1. **Advertisement for Bids and Sealed Bids:** An Awarding Authority/Owner may let contracts for public works involving \$100,000 or less with or without advertising, and with or without sealed bids. §39-2-2(b)(1)

Although advertisement for bids is not required by state law for public works projects costing \$100,000 or less, the Alabama Division of Construction Management requires solicitation of at least three bids for such projects to ensure that fair and reasonable prices are being paid. Documentation must show that a minimum of three proposals were sought even if a lesser number respond. If the project will not be advertised for bid, use an Invitation To Bid (see DCM Form C-1A: Sample Invitation To Bid). Designers shall include the bid tabulation with the prepared construction contract documents.

2. **Bid Bonds:** Bid Bonds are not required for contracts in amounts of less than \$100,000. DCM Manual of Procedures - Chapter 6.D.2
3. **Performance and Payment Bonds:** Performance and Payment Bonds are not required for contracts in amounts of less than \$100,000. §39-1-1(e)
4. **General Contractor's License:** A General Contractor's License is not required for contracts in amounts of less than \$50,000. §34-8-1(a)
5. **Project Sign:** A project sign is not required to be erected on fully locally-funded State Agency projects for contracts in amounts of less than \$100,000.00, nor on fully locally-funded Public Higher Education projects for contracts in amounts of less than \$100,000.00. Regardless of cost, a project sign is not required on fully locally-funded K-12 school projects unless requested by the Owner. A project sign is required on all PSCA-funded projects regardless of cost. DCM Form C-8, Article 51
6. **Advertisement for Completion:** Advertisement for Completion shall not apply to contractors performing contracts in the amount of less than \$100,000. §39-1-1(g)

**Note:** All other requirements of the DCM Manual of Procedures must be met, including but not limited to, front-end documents with plan review submittals, contract document submittals, inspections and fees.

## CHAPTER 7

# CONSTRUCTION CONTRACT ADMINISTRATION FOR PROJECTS OF STATE AGENCIES & DEPARTMENTS, PUBLIC UNIVERSITIES IF ADOPTED BY THE INSTITUTION, PSCA-FUNDED PROJECTS, AND SIMILAR AUTHORITIES

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### A. APPLICABILITY of CHAPTER

This chapter sets forth requirements and procedures for administering construction contracts of projects supervised and administered by the DCM Technical Staff **which is the full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM.** The types of projects to which this chapter applies includes projects of:

- State Agencies & Departments
- Public Universities if adopted by the Institution
- Public School & College Authority (PSCA)-funded projects
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

## **B. INTRODUCTION**

The Contract Administration Division of the Technical Staff supervises the administration of construction contracts through DCM's uniform documents and standard forms. All documents submitted for a project are checked for completeness, accuracy, and the presence of any prerequisite documentation prior to receiving approval of the Technical Staff. Payments by State Agencies, Departments, the PSCA, and other "authorities" to contractors, suppliers, and consultants must be approved by the Technical Staff and are subject to disapproval in the absence of compliance with prerequisite procedures and requirements.

**BEFORE PROCEEDING WITH THE REQUIREMENTS OF THIS CHAPTER**, it is recommended that the reader first refer to the "Summary of DCM Requirements by Project Type" in Appendix A to obtain a general understanding of DCM's requirements applicable to the proposed project.

This Manual only addresses requirements and procedures of DCM. Before proceeding with preparation of bid documents or submittals to DCM the design professional should determine whether sources of project funding (such as federal funding) or regulations peculiar to the Awarding Authority/Owner may require modification or supplementation of DCM requirements and procedures. If it is determined that such modification or supplementation will be necessary, contact the Technical Staff for guidance as to the appropriate method.

**ELECTRONIC SUBMISSION OF CONTRACTS AND CHANGE ORDERS:** Complete and submit the Contract and Change Order forms using the appropriate **DocuSign PowerForm** links available **from DCM's website**.

## **C. DOCUMENT REQUIREMENTS**

### **1. USE OF DCM UNIFORM DOCUMENTS AND STANDARD FORMS**

DCM uniform documents and standard forms listed in Appendix B and Appendix C are to be utilized for all phases of construction contracting and administration. Appendix B lists standard forms to be utilized by the design professional in performing his or her administrative services. Appendix C lists uniform documents and standard forms which are to be bound into the project manual establishing the project's advertisement, bidding instructions, contractual documents, and administrative forms. Chapter 5 discusses the acceptable methods of reproducing, altering, and modifying these documents.

### **2. USE OF DCM PROJECT NUMBER**

In DCM's document management system, documents relative to a project are stored under a seven **or eight**-digit Division of Construction Management Project Number [Example: DCM #2019300 **or** 20240200]. All new projects are assigned a DCM Project Number and the design professional is advised of the number. **All**

**project related correspondence and documents subsequently submitted to DCM must clearly display the DCM Project Number.** A space is provided for this number on all uniform documents and standard forms.

The scope of a "project" is the scope of Work covered by the O/A Agreement. Therefore, the DCM Project Number assigned to the O/A Agreement typically covers all resulting bid packages and construction contracts. An O/A Agreement may involve several related projects, in such cases each bid package and construction contract performed will be recorded and tracked under the DCM Project Number assigned to the O/A Agreement. If the scope of an O/A Agreement is expanded by Amendment resulting in additional bid packages and construction contracts, the additional bid packages and contracts will typically be recorded and tracked under the DCM Project Number of the original O/A Agreement. Exception: If the locations of a multiple-location project are in different DCM Inspector territories, then multiple DCM Project Numbers may be assigned. DCM has discretion to assign additional DCM Project Numbers if applicable.

### **3. DOCUMENTS TO BE SUBMITTED**

- a. **Plans and Specifications:** One (1) pdf of plans and specifications is to be submitted for plan review per Chapter 3 details.
- b. **Contractual Documents:** Construction Contracts with Bonds, Change Orders and Modifications to Construction Contracts, bearing originals of all signatures, and attachments are to be submitted to DCM.
- c. **Other Documents:** Architect's/Engineer's Statements for Services,, and Contractor's Payment Applications are to be submitted to DCM, for PSCA-funded projects and State Agency-owned projects. Other exceptions to this rule are noted elsewhere in this Chapter.
- d. **Contractor's Submittal Data and Shop Drawings:** Copies of the contractor's submittal data and shop drawings **ARE NOT TO BE SUBMITTED TO DCM.**

### **4. APPLICABLE DCM USER FEES:**

Contracts administered by DCM under Chapter 7 are subject to the Contract Document Administration Fee. The Additional Revised Contract Document Fee also may apply if a contract document must be revised more than once.

See Chapter 1 (G) or [www.dcm.alabama.gov](http://www.dcm.alabama.gov) for further information.

## **D. PREPARATION and EXECUTION of the CONSTRUCTION CONTRACT**

It is the responsibility of the design professional to prepare the Construction Contract [via DCM's DocuSign PowerForm links](#). The following DCM standard contract and bond forms are utilized:

- DCM Form C-5: Construction Contract
- DCM Form B-1A: Transmittal of Alabama Vendor Disclosure Statement (for otherwise electronic contracts)
- DCM Form C-6: Performance Bond
- DCM Form C-7: Payment Bond

These forms are listed in Appendix C.

The bidder to whom a Construction Contract is awarded must execute the contract, with **(1)** performance and payment bonds, executed by a surety company duly authorized and qualified to make such bonds in Alabama, and **(2)** evidence of insurance as required by the bid documents **(3)** other attachments per DCM Form B-7: Checklist within the period specified or, if no period is specified, within 15 working days after the contract and bond forms are presented to the bidder. Under extenuating circumstances the Awarding Authority/Owner may extend this period up to five days. (§39-2-8, Public Works Law) A longer period than 15 days for the return of the executed contract, bonds, and evidence of insurance may be provided for in the Bid Documents.

The contract, bonds, and attachments, bearing e-signatures of the contractor, Awarding Authority/Owner, and surety, are **automatically** submitted to the Technical Staff [via DocuSign](#) for review, approval, processing, and distribution. The Contract Document Administration Fee for the Construction Contract and the Permit Fee is **required** (see Chapter 1, Section G [for details and Permit Fee exception](#)).

### **1. CHECKLIST for PREPARATION and APPROVAL of [Electronic CONSTRUCTION CONTRACTS and BONDS](#), DCM Form B-7**

DCM Form B-7: Checklist For Preparation And Approval Of [Electronic Contract And Bonds](#) is listed in Appendix B. The design professional shall use this Checklist when preparing the contract for acceptance and signature by the contractor. When the contractor **completes** the signed contract with bonds and attachments, the design professional shall use the Checklist in reviewing and approving the documents for forwarding to the Awarding Authority/Owner. A copy of the Certified Bid Tabulation must accompany the executed contract and bonds. It is of utmost importance that bid tabulation figures correspond with Construction Contract figures as this is part of the verification of the competitive bid process.

### **2. EXECUTION AND PROCESSING OF THE CONTRACT**

[DocuSign](#) will make final distribution of the fully executed and approved contract and bonds to the contractor, Awarding Authority/Owner, design professional, and any other required party.

**3. PROJECT DATA FORM, DCM Form B-9**

This form does not need to be submitted to DCM. It is for the design professional's and the Contractor's office use, if needed.

**4. BIDDER'S FAILURE TO EXECUTE CONTRACT AND BONDS**

If the bidder to whom the contract is awarded fails or refuses to sign the contract, to furnish the required bonds, or to provide evidence of required insurance within the specified period of time, the Awarding Authority/Owner may award the contract to the second lowest responsible and responsive bidder. If the second lowest responsible and responsive bidder also fails or refuses to contract, to furnish the required bonds, or to provide evidence of required insurance within the specified time, the Awarding Authority/Owner may award the contract to the third lowest responsible and responsive bidder. Failure or refusal to return the executed contract and bonds within the specified time is grounds for forfeiting all or part of the proposal guaranty. (§§ 39-2-6 & 11, Public Works Law)

**5. AWARDING AUTHORITY'S/OWNER'S FAILURE TO COMPLETE EXECUTION OF CONTRACT**

The Awarding Authority/Owner is to approve the bonds and evidence of insurance and complete execution of the contract within 20 working days of receipt of the documents, unless the contractor agrees in writing to a longer period of time. A Notice To Proceed is to be issued (by the Technical Staff) within fifteen days after final execution of the contract, and execution by the Governor if his or her signature on the contract is required by law, unless the contractor agrees in writing to a longer period of time. Failure by the Awarding Authority/Owner to complete execution of the contract or issue a Notice To Proceed within these time periods, or agreed extended periods, shall be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security. (§§ 39-2-9, 10, & 11, Public Works Law)

**E. NOTICE TO PROCEED**

The Notice to Proceed (NTP) with the work will be issued to the contractor by the Technical Staff. Final distribution of the fully executed and approved contract and bonds is made with the NTP.

The NTP will state both the date upon which the Work may commence and the date upon which the Work is to be completed.

**F. INITIAL DOCUMENTS REQUIRED from CONTRACTOR**

Upon receipt of the contract and Notice to Proceed, the contractor will be required to

submit the following documents to the Technical Staff through the design professional.

## **1. SCHEDULE OF VALUES**

The General Conditions require the submission of the contractor's proposed Schedule of Values on DCM Form C-10SOV: Schedule of Values within 10 days after receipt of the Notice to Proceed. The Schedule of Values is to be a breakdown of the contract price which will be the basis for approving the contractor's monthly progress payments.

The Schedule of Values submitted by the contractor may be rejected if it is apparent that overhead, profit, and costs have been disproportionately assigned to the earlier, "front-end" elements of work or if it does not otherwise reflect a reasonable breakdown of values. The contractor's home-office overhead and profit are to be proportionately distributed throughout the various elements of the Schedule of Values. The contractor's on-site supervision and other on-site and direct overhead costs may be included in a "General Requirements" category. If a "General Requirements" category is utilized, an understanding should be reached among the contractor, design professional, and Awarding Authority/Owner as to what costs are included and on what basis they are to be paid. The contractor's "up-front" costs for bond and insurance premiums (other than payroll insurance) and mobilization may be paid in the first pay estimate, but typically should not exceed 2 to 3% of the contract amount. Other costs, such as supervision, temporary facilities, layout and engineering, and quality control testing, are costs that are incurred throughout the life of the project and should be paid as earned on a monthly basis.

DCM recommends establishing line items in the Schedule of Values for such requirements as "as-built" drawings, instruction of maintenance personnel, and Operating & Maintenance Manuals. Such line items emphasize these requirements and improve the likelihood of timely accomplishment of these typically belated administrative obligations. Reasonable values for such items may be predetermined by the design professional and Awarding Authority/Owner and stipulated in the bid/contract documents.

## **2. SAMPLE PROGRESS SCHEDULE - DCM Form C - 11**

On all projects exceeding 60 days duration, the contractor shall prepare and submit for approval by the design professional a reasonable schedule showing the order in which the contractor proposes to carry out the work; refer to "Progress Schedule" in the General Conditions. DCM Form C-11: Sample Progress Schedule and Report, or a similar format, is to be utilized for this purpose on all projects and is to be updated monthly and submitted to the Technical Staff with each pay request. DCM Form C-11 provides the minimum bar chart information needed by the Technical Staff for monitoring purposes, but more scheduling detail is acceptable. On larger, more complex projects, CPM or other more detailed scheduling methods should be specified, but only DCM Form C-11, or a similar format, is to be updated and submitted to the Technical Staff monthly.

### **3. LIST OF SUBCONTRACTORS**

The General Conditions require the names of subcontractors to be submitted concurrently with the execution of the contract. This list should be inclusive of any additional subcontractors that were not required to be named in the bid process.

### **4. CONTRACTOR'S STATEMENT OF RESPONSIBILITY FOR CONSTRUCTION OF TORNADO STORM SHELTER, DCM Form C-17 OWNER'S STATEMENT OF RESPONSIBILITY FOR CONSTRUCTION OF STORM SHELTER, DCM Form B-15**

The completed and signed DCM Forms **C-17 and B-15** must be submitted to the DCM Inspector at the pre-construction conference for:

- All new buildings to be constructed on the grounds of new public K-12 schools awarded after July 1, 2010.
- All new buildings containing classrooms or dorm rooms to be constructed on the grounds of all public 2-year or 4-year institutions of higher education awarded on or after August 1, 2012.

## **G. PAYMENTS to CONTRACTORS**

### **1. MONTHLY PROGRESS PAYMENTS**

The contractor is to be paid on a monthly basis commensurate with the progress of the work. DCM Form C-10: Application and Certificate for Payment and DCM Form C-10SOV: Schedule of Values, is to be used for requesting payments. In preparing estimates for progress payments, materials suitably stored on site, materials suitably stored and insured off-site, and preparatory work may be taken into consideration. If materials stored off site are to be considered in progress payments, General Conditions Article 29, Progress Payments, provides prerequisites for such payments.

Any amount to be paid to a contractor must be approved by the design professional and Awarding Authority/Owner. If the design professional or Awarding Authority/Owner approves an amount that is less than the amount requested by the contractor, the contractor is to be notified in writing of the amount approved and the reason for not approving the amount requested.

**E-signatures** for payment applications of State Agency and PSCA-funded projects are **applied within DocuSign**. Processing of applications for payment for special construction projects or programs are to be developed consistent with the Legislature's authorizations of such projects or programs. DCM reviews and processes state agency project payment applications and partially or fully PSCA-funded project payment applications. DCM does not review nor process fully locally-funded K-12 school project payment applications.

## **2. RETAINAGE**

“Retainage” is defined as the money earned and, therefore, belonging to the contractor which has been retained by the Awarding Authority/Owner conditioned on final completion and acceptance of all work required by the contract. Retainage shall not be relied upon to cover or off-set the cost of uncompleted or uncorrected Work.

In making progress payments to the contractor, the Awarding Authority/Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work when the Total Completed Work and Stored Materials is less than fifty percent of the Total Contract to date. Owner shall retain two and a half percent of the Total Contract to date after Total Completed Work and Stored Materials has reached fifty percent of the Total Contract to date. Retainage shall be released upon completion of all close-out requirements per General Conditions Article 34 and the review, approval and processing of contractor’s final Application for Payment.

## **3. PAYMENTS WITHHELD**

In addition to retainage, the General Conditions to the Contract provide that an Awarding Authority/Owner may withhold payments from a contractor to the extent necessary to protect the Awarding Authority/Owner from loss due to causes listed in General Conditions Article 31, Payments Withheld.

## **4. FINAL PAYMENT**

Approval of an Application for Final Payment by the design professional and Awarding Authority/Owner represents that all requirements in the field, such as completion of "punch list" items, have been completed to their satisfaction. Such approval should not be withheld for items that are covered by warranties. Upon verification that all prerequisite requirements and procedures have been completed, DCM will recommend the Application for Final Payment for issuance of payment.

**DCM Form B-13, FINAL PAYMENT CHECKLIST**, listed in Appendix B, shall be completed by the design professional to transmit the contractor's Application for Final Payment. This form is intended as a tool by which the design professional, Awarding Authority/Owner, and DCM can quickly verify that all administrative requirements have been accomplished for approval and processing of Final Payment. This form, **submitted via DocuSign**, shall include all attachments.

## **H. CHANGE ORDERS**

Actions arising from provisions of the General Conditions of the Contract can necessitate modification of the Construction Contract by Contract Change Orders. Five articles which specifically pertain to Change Order action are:

**Article 18, DEDUCTIONS FOR UNCORRECTED WORK:** Provides that, at the Awarding Authority's/Owner's discretion, work at variance with the contract requirements may remain in place and uncorrected if an equitable deduction from the contract is offered by the contractor and approved by the Awarding Authority/Owner.

**Article 19, CHANGES IN THE WORK:** Addresses changes that may be requested by the Awarding Authority/Owner. It establishes that the Awarding Authority/Owner may make changes within the general scope of the work, establishes change order procedures, and provides three methods from which the Awarding Authority/Owner may choose to determine the monetary value to be added to, or deducted from, the contract amount for changes.

**Article 20, CLAIMS FOR EXTRA COST OR EXTRA WORK:** Establishes conditions under which a contractor's claim(s) for extra cost or extra work can be considered under Article 19 or pursued under Article 24, Resolution of Claims and Disputes.

**Article 21, DIFFERING SITE CONDITIONS:** Defines "Differing Sites Conditions", establishes that the contract can be adjusted for Differing Site Conditions under Article 19, and establishes procedures to be followed if Differing Site Conditions are encountered.

**Article 23, DELAYS:** Provides for extending the Contract Time for certain conditions beyond the contractor's control, such as strikes, fires, unusually adverse weather, etc.

When it is necessary to modify the Contract, the provisions of the above articles regarding notifications and detailed cost proposals are to be enforced and the following procedures followed:

#### **1. CHANGE ORDER JUSTIFICATION, DCM Form B-11**

Changes In The Work stipulates that the Awarding Authority/Owner may make changes "**within the general scope**" of the Contract, which limits the types of changes that can be made. More importantly, the requirements of the state's Competitive Bid Laws may limit the extent to which work may be awarded through change order action as opposed to award through the competitive bid process. In that the Competitive Bid Laws do not specifically address construction contract change orders, there are not clear-cut rules by which to measure their limitations. Additionally, court rulings and opinions issued by the Office of the Attorney General have maintained that public officials should be allowed discretion in administering the Competitive Bid Laws as long as they are acting in good faith and in the public interest. Therefore, when considering making changes to the contract, the design professional and the Awarding Authority/Owner should be cognizant of the potential of conflict with the Competitive Bid Laws. **Determination of legality of change orders rests with the Awarding Authority/Owner and its legal advisor.** In an opinion of June 15, 1979, the Office of the Attorney General offered guidelines for making such determinations.

DCM Form B-11: Change Order Justification, is listed in Appendix B and provides a means through which the Awarding Authority/Owner and design professional consider the AG's guidelines and the intent of the Competitive Bid Laws. A Change Order Justification is to be submitted with each proposed Change Order, except for Change Orders which only address extensions of time. The form is to be prepared by the design professional and signed by the design professional and the Awarding Authority/Owner. **It is highly recommended that the Awarding Authority's/Owner's legal Counsel review each proposed Change Order and confirm justification of change order action by signing the respective Change Order Justifications. The Awarding Authority's/Owner's legal Counsel's signature is required for additive change order amounts totaling (cumulative) over ten percent of the original contract amount.**

**2. CONTRACT CHANGE ORDER, DCM Form C-12  
CHANGE ORDER CHECKLIST, DCM Form B-12**

DCM Form C-12: Contract Change Order, listed in Appendix C, must be utilized in making changes to the Construction Contract. The form is to be prepared by the design professional. The form is self-explanatory and must be completed in its entirety. Typically required signatures for State Agency projects, and PSCA-funded projects, are shown on the change order forms for each project type, available on DMC's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). **CONSENT OF SURETY**, with current Power of Attorney for the individual signing for the surety, is required for all additive change orders. Consent of Surety is not required of deductive Change Orders or Change Orders addressing only extensions of time. DCM Form B-12: Change Order Checklist, listed in Appendix B, is a simple reference to be followed to assure that all required aspects of change order documents are provided.

**3. CHANGE ORDER PROCESSING**

The **routing of Change Orders occurs in sequence automatically via DocuSign.**

**4. DCM APPROVAL OF CONTRACT CHANGE ORDERS**

DCM's approval of a Contract Change Order will be based upon the following reviews:

- a. **Code Review:** Each Contract Change Order will be reviewed by the Plan Review Division giving consideration to changes in the work which may affect code compliance of the originally approved plans and specifications. Clarification from the design professional may be requested for changes suspected of affecting the building's code compliance and for which inadequate information is provided in the change order documents.
- b. **Technical and Procedural Review:** Each Contract Change Order will be reviewed by the Contract Administration Division checking for completeness, accuracy, and compliance with contractual and procedural requirements.

Conspicuous or apparent pricing errors or variances from contract provisions will be questioned, and the Contract Change Order may be rejected.

## **I. CLAIMS and DISPUTES**

The General Conditions of the Contract provide for the Director's final, binding, and conclusive resolution of claims and disputes that may arise between the contractor and Awarding Authority/Owner in state-funded contracts.

In the event that an issue does arise between the contractor and the Awarding Authority/Owner, every effort should be made to resolve the issue between them with the objective assistance of the design professional. The General Conditions encourage, but do not require, mediation as a means of settling disputes. Only when an impasse to agreement or compromise is reached should an issue be submitted to the Director for settlement. An issue may be submitted to the Director upon written agreement by the contracting parties to do so. The form of this agreement and the procedures to be followed for the resolution of claims and disputes shall be prescribed by the Director.

## **J. SUBCONTRACTORS' and SUPPLIERS' CLAIMS of NONPAYMENT**

Should a subcontractor or material supplier have a valid claim of nonpayment by a contractor for work performed or materials supplied on any public works project in Alabama, the claimant's source of remedy is the contractor's surety through the Payment Bond.

Frequently, the subcontractor or supplier will serve notice to the Awarding Authority/Owner or DCM of its claim of nonpayment. In such cases, §39-1-1(b) of the Public Works Law requires the entity receiving the notice to promptly furnish the claimant with a certified copy of the Payment Bond and construction contract. It is suggested that the claimant also be furnished with a copy of §39-1-1.

Additionally, the following two articles of the General Conditions of the Contract address actions that the Awarding Authority/Owner may take in response or relative to claims of nonpayment:

**PAYMENTS WITHHELD:** Addresses the Awarding Authority's/Owner's right to withhold amounts from payments to the contractor to cover the amount(s) of claimed nonpayment(s).

**FINAL PAYMENT:** Addresses the Awarding Authority's/Owner's right to require the contractor to furnish releases of claims and/or other instruments evidencing settlement of claims prior to Final Payment.

## **K. LIQUIDATED DAMAGES**

Under Liquidated Damages, the General Conditions of the Contract provides that "...unless otherwise provided in the Contract Documents, a time charge of 6 percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work,...If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time." **The rate or amount of liquidated damages should be a reasonable, supportable forecast of actual damages that the Awarding Authority/Owner is likely to incur due to late completion of the project.** If 6 percent interest is excessive or inadequate, a **supportable** daily amount or percentage rate should be stipulated in Modifications to the General Conditions. If liquidated damages are not justifiable for a particular project they should be deleted by Modifications to the General Conditions.

The time for completion of the work should be stated in the Construction Contract and the date by which the work is to be completed will be stated in the Notice to Proceed. The date by which the work is to be completed may be extended by change order. Unless otherwise provided in Modifications to the General Conditions or Special Conditions, the Certificate of Substantial Completion (discussed in Chapter 8) will establish the date upon which the work is deemed "complete" relative to assessment of liquidated damages.

The amount of liquidated damages is to be deducted from the Final Payment to the contractor. A change order, even if unilateral, must be issued to the contract to account for this deduction. If a severe time over-run is being experienced, a sufficient amount should be withheld from the contractor's payment to cover the potential amount of liquidated damages.

## **L. PROJECT CLOSEOUT**

The closeout of a Construction Contract, or "Project Closeout", is achieved upon the Awarding Authority's/Owner's issuance of Final Payment to the contractor. However, upon completion of the work in the field, certain administrative requirements must be accomplished by the contractor and the design professional must verify that other contractual matters are finalized before Final Payment can be approved. This section sets forth the minimum requirements that must be accomplished before the Technical Staff can approve Final Payment. **The design professional should ascertain what additional requirements may be imposed by the project funding source(s) or Awarding Authority/Owner.**

### **1. CERTIFICATE OF SUBSTANTIAL COMPLETION, DCM Form C-13**

The Certificate(s) of Substantial Completion, accounting for the completion of all areas and/or phases of the Work, must be fully executed and a copy attached to

DCM Form B-13: Final Payment Checklist. See Chapter 8 for further information.

## **2. SAMPLE FORM OF ADVERTISEMENT FOR COMPLETION, DCM Form C-14**

Under Final Payments, the General Conditions of the Contract provide that the contractor must advertise completion of the project for a minimum of three weeks as a prerequisite to Final Payment. The article stipulates how the advertisement must be published, or posted, and what evidence of publication must be provided. This article is consistent with the provisions of Public Works Law, §39-1-1(f) applying to projects exceeding \$100,000 in value. Final payment cannot be made until thirty (30) days after this advertisement requirement is completed.

Advertisement of completion shall not apply to contractors performing contracts in the amount of less than \$100,000.00, §39-1-1(g). If the Construction Contract is for \$100,000 or less and DCM's General Conditions are used, the Applications for Partial and Final Payments article should be amended to be consistent with this provision of the Public Works Law.

DCM Form C-14: Sample Form of Advertisement for Completion, is listed in Appendix C. A copy of the publisher's or website owner's affidavit of publication (including a copy of the advertisement) shall be attached to DCM Form B-13: Final Payment Checklist. If any part of retainage is to be released to the contractor prior to Final Payment, the advertisement and affidavit are to be submitted with the Application for Payment applicable to such release of retainage.

## **3. AFFIDAVITS AND CONSENT**

### **a. Contractor's Affidavit of Payment of Debts and Claims, DCM Form C-18**

DCM Form C-18: Contractor's Affidavit of Payment of Debts and Claims is required for all projects. An original Form C-18 shall be delivered to the Owner and a copy shall be attached to DCM Form B-13: Final Payment Checklist.

### **b. Release of Claims**

A release of claims or other instruments as described in the General Conditions to the Contract may be required of the contractor prior to Final Payment. If notices of claims have been given by subcontractors or suppliers during the course of the project, the contractor must furnish releases of claims from the claimants or other instruments acceptable to the Awarding Authority/Owner.

A copy of each release of claims shall be attached to DCM Form B-13: Final Payment Checklist. If any part of retainage is to be released to the contractor prior to Final Payment, releases of claims are to be submitted with the Application for Payment applicable to such release of retainage.

**c. Contractor's Affidavit of Release of Liens, DCM Form C-19**

Required if a lien has been placed as a result of the project. Form C-19 must have the following supporting documents attached: Contractor's Release of Waiver of Liens, and separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by the list thereof.

**d. Consent of Surety to Final Payment, if any, to Contractor, DCM Form C-20**

A Consent of Surety is required for projects which have Payment and Performance Bonds. An original DCM Form C-20: Consent of Surety to Final Payment, if any, to Contractor shall be delivered to the Owner and a copy shall be attached to DCM Form B-13: Final Payment Checklist.

**4. WARRANTIES**

All specified warranties must be furnished to the Awarding Authority/Owner by the contractor, with copies or evidence of same provided to the Technical Staff as stated below. Regardless of when the warranties are furnished to the Awarding Authority/Owner, these requirements should be addressed to the Technical Staff at the time of submission of the contractor's Application for Final Payment.

**a. CONTRACTOR'S ONE-YEAR WARRANTY:** Under Guarantee of the Work, the General Conditions of the Contract provide that the contractor guarantees the work for one year after completion. The date upon which this warranty begins is established in the Certificate of Substantial Completion. Unless provided otherwise in Modifications to the General Conditions, the contractor is not required to furnish this warranty in writing; however, it is recommended that the contractor provide a letter which reconfirms this warranty and the dates thereof. A copy of such letter should be attached to DCM Form B-13: Final Payment Checklist.

**b. GENERAL CONTRACTOR'S 5-YEAR ROOF WARRANTY:** DCM Form C-9: General Contractor's Roofing Guarantee, is listed in Appendix C and is required to be included in the specifications of all projects administered by DCM and which involve roofing work. THIS GUARANTEE IS BY THE GENERAL CONTRACTOR, not a subcontractor. Any other roof warranties to be provided by the roofing manufacturer, subcontractor, or general contractor are in addition to this guarantee. This guarantee, bearing original signature of the general contractor, is to be furnished to the Awarding Authority/Owner, AND a copy of the signed original is to be furnished to the Technical Staff with the Certificate of Substantial Completion via DocuSign.

**c. OTHER ROOFING WARRANTIES:** If the contract specifies any other roofing warranties to be provided by the roofing manufacturer, subcontractor, or general contractor in addition to the 5-year roof warranty, such warranties

shall also be furnished to the Awarding Authority/Owner, AND **a copy of the signed original is to be furnished to the Technical Staff with the Certificate of Substantial Completion via DocuSign.** Standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and must be amended to include the requirement that the Laws of the State of Alabama shall govern all such guarantees.

- d. **OTHER WARRANTIES:** The originals of all other warranties specified in the contract shall be furnished directly to the Owner. A copy of such warranties shall be attached to DCM Form B-13: Final Payment Checklist and forwarded to the Technical Staff.

## **5. AS-BUILT DRAWINGS**

Verification must be given to the Technical Staff on DCM Form B-13: Final Payment Checklist that (contractor prepared) "as-built" drawings and specifications have been provided to the Awarding Authority/Owner in accordance with contract requirements.

## **6. OPERATING AND MAINTENANCE MANUALS**

Verification must be given to the Technical Staff on DCM Form B-13: Final Payment Checklist that contractor prepared maintenance instructions and Operating & Maintenance Manuals have been furnished to the Awarding Authority/Owner in accordance with contract requirements.

## **7. RECONCILIATION OF CONTRACT TIME**

If the date of substantial completion stated in the Certificate(s) of Substantial Completion is later than the contract date of completion stated in the Notice To Proceed, or as extended by change orders, a time over-run exists which must be reconciled. This can be done by: **(1)** executing a change order extending the contract time to the date of substantial completion, **(2)** providing the Technical Staff with a statement attached to DCM Form B-13: Final Payment Checklist from the design professional and Awarding Authority/Owner explaining that the over-run was justifiable or acceptable, or **(3)** assessing liquidated damages commensurate with the over-run. If liquidated damages are assessed, a change order (unilateral, if necessary) must account for the amount of liquidated damages deducted from the contractor's final payment.

## **M. OWNER'S OCCUPANCY and ASSUMED RESPONSIBILITIES**

When the Awarding Authority/Owner takes possession of, or occupies, the completed project, the owner must assume many responsibilities previously performed by the contractor. Building security, maintenance, utility services, and insurance become the

owner's responsibility and the owner must be prepared to assume these responsibilities on the date of substantial completion, unless some other date is agreed upon with the contractor. This transfer of responsibilities occurs on the date of substantial completion (or other agreed date) regardless of whether the owner actually moves into the building. If it is agreed by the contractor that any of these responsibilities will transfer to the owner on a date subsequent to the date of substantial completion, this agreement must be recorded in an attachment to the Certificate of Substantial Completion.

Owners frequently occupy portions of a building or move furnishings and equipment into a building prior to the date of substantial completion. In such cases it is of extreme importance that the owner consults with its insurance advisor to coordinate the owner's insurance coverage with that of the contractor.

## CHAPTER 8

# CONSTRUCTION INSPECTION & MONITORING OF PROJECTS OF STATE AGENCIES & DEPARTMENTS, PUBLIC K-12 SCHOOLS, PUBLIC UNIVERSITIES, ACCS PROJECTS WITH NOTICES-TO-PROCEED ISSUED PRIOR TO AUGUST 1, 2021, PSCA-FUNDED PROJECTS (including ACCS projects with Notices-To-Proceed issued prior to August 1, 2021), AND SIMILAR AUTHORITIES

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### **A. APPLICABILITY of CHAPTER**

This chapter defines construction inspection and monitoring that will be performed by DCM and sets forth related requirements and procedures for design professionals for projects supervised and administered by the DCM Technical Staff. The types of projects to which this chapter applies includes projects of:

- State Agencies & Departments
- Public K-12 Schools
- Public Universities
- Alabama Community College System (ACCS) projects with Notices-To-Proceed issued prior to August 1, 2021. Note: If ACCS projects, such as Open-End projects, have multiple construction contracts, only the contracts with Notices-To-Proceed issued prior to August 1, 2021 will continue to completion within DCM’s jurisdiction.
- Public School & College Authority (PSCA) (including ACCS projects with

- Notices-To-Proceed issued prior to August 1, 2021)
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

## **B. INTRODUCTION**

The DCM Inspection Division: **(1)** performs scheduled and periodic inspections of in-progress and completed work to ensure code compliance and conformance with contract requirements, **(2)** monitors and administers the services performed by the design professional during construction, **(3)** monitors the contractor's progress and performance of the work, and **(4)** documents concurrence with final acceptance of the Work by the design professional and Awarding Authority/Owner.

As DCM transitions to paperless, some of the below listed documents will be available as a DocuSign link from DCM's website, and the instructions will be updated accordingly.

**BEFORE PROCEEDING WITH THE REQUIREMENTS OF THIS CHAPTER**, it is recommended that the reader first refer to the "Summary of DCM Requirements by Project Type" in Appendix A to obtain a general understanding of DCM's requirements applicable to the proposed project.

This Manual only addresses requirements and procedures of DCM, the design professional should determine whether sources of project funding (such as federal funding) or regulations specific to the Awarding Authority/Owner may require supplementation of DCM requirements and procedures.

## **C. ASSIGNMENT of and COMMUNICATIONS with the DCM PROJECT INSPECTOR**

The Inspection Division is composed of inspectors located in and assigned to territories of the state, headed by a Chief Inspector who is also assigned to a territory, but maintains an office in Montgomery with support staff. Inspector assignment is by territory, whose name, field office address, telephone number and email address will be provided to the design professional at the beginning of the project. Inspectors' contact information is also available on DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov).

The design professional is to provide the DCM Project Inspector with a copy of each inspection report at the Inspector's field office address or email as it is submitted to the DCM Montgomery office. **All reports and correspondence must bear the DCM (BC) Project Number.** The design professional must contact the DCM Inspector at least

seven (7) days before scheduling inspections or meetings requiring the DCM Inspector's attendance. Scheduling with the Project Inspector should be confirmed in writing.

#### **D. STATEMENT of FIELD OBSERVATIONS, DCM Form B-10**

All site inspections and observations are to be recorded utilizing DCM Form B-10: Statement of Field Observations, which is listed in Appendix B. The standard form contains spaces for reporting typical information regarding project status, **ALL BLANK SPACES ARE TO BE COMPLETED ON EACH REPORT**. The design professional must also concisely report any deficiencies encountered, problems or questions raised by the contractor, instructions or answers given to the contractor, and administrative or construction delays observed. The design professional must endeavor to write his or her reports utilizing descriptions of components and areas that are consistent with descriptions contained in the plans and specifications so that the "third-party reader" can understand what is being discussed and where it is located in the project. Photographs may be included for clarity. It is recommended to keep photos to a minimum. Each report shall be distributed by the design professional to the Awarding Authority/Owner, contractor, Technical Staff, and DCM Project Inspector promptly after conducting an inspection so that all parties are kept current regarding events on the project.

DCM utilizes a document management system which is capable of scanning, storing, and retrieving documents. To produce an acceptable quality in documents retrieved from this system, the following is required of inspection reports and attached documents submitted to the Technical Staff:

- a. Keep documents to twenty-five pages or less.
- b. Do not highlight text. Highlighted text does not produce a good scanned image.
- c. When submitting hardcopies, submit only letter-size (8½ X 11), one-sided documents.
- d. When submitting hardcopies, do not use colored paper or staples; use plain paper and gem clips.
- e. When submitting electronically to [inspections@realproperty.alabama.gov](mailto:inspections@realproperty.alabama.gov), only email a report as one Word or pdf attachment; do not send links to the report, and limit the pdf to twenty-five pages or less.

#### **E. SCHEDULED CONFERENCES and INSPECTIONS**

The design professional shall schedule and conduct the following project conferences and inspections. The DCM Project Inspector shall be contacted and confirmed in writing at least fourteen (14) days before scheduling.

##### **1. PRE-CONSTRUCTION CONFERENCE**

Within two weeks after the date of issuance of the Notice To Proceed, the design

professional is to conduct a pre-construction conference to be attended by the contractor, Awarding Authority's/Owner's representative, and DCM Project Inspector; on projects involving significant work in engineering specialties, consulting engineers and major subcontractors should also attend. The conference should be conducted at the site of the work if suitable facilities are available. During the conference the duties and responsibilities of the various entities are to be discussed and administrative requirements and procedures explained. Minutes of the conference should be prepared by the design professional and distributed to the attendees and Technical Staff.

DCM Form B-8: Pre-Construction Conference Checklist, as listed in Appendix B, is a reference for this conference. If re-roofing is the sole purpose of the project, the business of a Pre-construction Conference may be covered during the Pre-roofing Conference.

## **2. PRE-ROOFING CONFERENCE**

On projects involving the installation of a new roof system or replacement of an existing roof, a pre-roofing conference is required before any roofing materials are installed. This conference shall be conducted by the design professional as described in Chapter 5, Section C.4, and attended by the DCM Project Inspector.

The Architect shall prepare a written report indicating actions taken and decisions made at this pre-roofing conference. This report shall be made a part of the job record and copies furnished to the general contractor, the Awarding Authority/Owner, the Technical Staff, and the DCM Project Inspector.

## **3. ABOVE CEILING INSPECTION(S)**

The design professional is to conduct an above ceiling inspection of all spaces in the building before the ceiling material is installed. The inspection shall be attended by the DCM Project Inspector, the consulting engineers who designed systems installed above the ceiling, the general contractor, the subcontractors/installers of systems above the ceiling, and the subcontractor/installer of the ceiling framing system. In buildings of multiple floors and/or large floor areas, multiple above ceiling inspections shall be conducted consistent with construction sequencing and phasing to avoid delaying progress.

Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling should be complete. Ceiling framing and suspension systems should be complete with lights, light supports, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment should be complete. In short, the above ceiling construction should be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

#### 4. FINAL/LIFE SAFETY INSPECTION

The design professional and consulting engineers shall conduct a Final/Life Safety Inspection of the work, which will be attended by the DCM Project Inspector, the Awarding Authority's/Owner's representative, the general contractor, and appropriate subcontractors. The purpose of this Final/Life Safety Inspection shall be to establish that the Work, or a designated portion of the work, is substantially complete, accepted by the design professional, Awarding Authority/Owner, DCM Inspector, and ready for occupancy or use by the Awarding Authority/Owner. **Prior to scheduling the Final/Life Safety Inspection, the design professional should remind the Awarding Authority/Owner to make the necessary preparations to assume building security, maintenance, utility services, and insurance coverage on the date of substantial completion.** At the conclusion of this inspection, items requiring correction or completion should be minimal and require a short period of time for accomplishment; therefore, the design professional shall have conducted detailed inspections to satisfy himself that the Work is ready for Final Inspection and acceptance before scheduling the inspection. If the project includes the installation, or modification, of a fire alarm system, **THE FIRE ALARM SYSTEM MUST BE TESTED AND CERTIFIED BEFORE THE FINAL INSPECTION.** The design professional is to submit inspection reports evidencing follow-up inspections accounting for correction and/or completion of items listed in the Final Inspection.

#### 5. YEAR-END INSPECTION

An inspection is required prior to the expiration of the contractor's one year warranty period. The inspection shall be scheduled and conducted by the design professional and shall be attended by the DCM Project Inspector, Awarding Authority's/Owner's representative, general contractor, and applicable consulting engineers and subcontractors. The design professional's report of this inspection shall be promptly distributed to all attendees. This report will serve as confirmation that the contractor was notified of deficiencies needing repair or correction in accordance with Guarantee of the Work of the General Conditions of the Contract.

#### F. PERIODIC INSPECTIONS and OBSERVATIONS by the DESIGN PROFESSIONAL

In the absence of weekly, or reasonable explanations of their absence, the DCM's Chief Inspector must assume that the design professional is not fulfilling his obligations under the O/A Agreement.

The Standard Articles of the O/A Agreement provide that the frequency of the design professional's site visits and inspections shall be consistent with the size and nature of the project, but will include at least one per week. The weekly inspection requirement when weather and other conditions delay progress or inherently slow phases of construction make weekly site visits unwarranted, but in such periods the Technical

Staff and DCM Project Inspector are to be advised of the situation by use of a Statement of Field Observations that states that no weekly visit was made and why. In the absence of weekly Statements of Field Observations, or reasonable explanations of their absence, the DCM's Chief Inspector must assume that the design professional is not fulfilling his or her obligations under the O/A Agreement.

## **G. ENGINEERS' INSPECTIONS and OBSERVATIONS**

The Basic Services of the O/A Agreement include inspections by the consulting engineers and other consultants who designed the specific disciplines of the work. Unless specific inspection requirements are negotiated into the Agreement, the number and frequency of inspections by its consultants is the responsibility of the design professional, but the Standard Articles require them to be appropriate to each discipline of design and in keeping with the design professional's obligations to the Owner. The design professional is not required to have its consultants participate in the year-end inspection except in the case of complex systems or the presence of recurrent problems that warrant inspection by the system designer. Reports of engineers' inspections are to be attached to the primary design professional's Statement of Field Observations for distribution.

For the following projects which include storm shelters:

Provide the completed **DCM Form B-14: Certification of Structural Observations to the DCM Inspector at Final Inspection** for:

- All new buildings constructed on the grounds of new public K-12 schools awarded after July 1, 2010.
- All new buildings containing classrooms or dorm rooms constructed on the grounds of all public 2-year or 4-year institutions of higher education awarded on or after August 1, 2012. Exception: ACCS projects with Notices-To-Proceed issued after July 31, 2021 are not submitted to DCM.

## **H. ADDITIONAL INSPECTIONS**

Additional required inspections include fire alarm inspections, kitchen hood inspections and elevator inspections. Also, the DCM Project Inspector may periodically inspect the project, usually scheduling his inspections around key stages of construction based upon information reported in the Statement of Field Observations. As the design professional or Awarding Authority/Owner deems appropriate, the DCM Project Inspector can be requested to schedule special inspections or meetings to address specific matters. The findings of DCM inspections will be transmitted to the Awarding Authority/Owner, contractor, DCM Montgomery office, and design professional in a format similar to the Statement of Field Observations.

## **I. CERTIFICATE of SUBSTANTIAL COMPLETION, DCM FORM C-13 and GENERAL CONTRACTOR'S ROOFING GUARANTEE, DCM**

## **FORM C-9, and MANUFACTURER'S ROOFING GUARANTEE**

DCM Form C-13: Certificate of Substantial Completion, is listed in Appendix C and is the document that: **(1)** establishes acceptance of the work, or a designated portion of the work, by the design professional, Awarding Authority/Owner, and DCM, **(2)** establishes that the Awarding Authority/Owner can occupy or use the work, or designated part, **(3)** establishes the date upon which the work, or designated part, was substantially complete, **(4)** establishes the beginning date of the one-year and special warranties for the work covered by the certificate, and **(5)** establishes the date upon which the Awarding Authority/Owner becomes responsible for building security, maintenance, utility services, and insurance. If it is agreed between the contractor and Awarding Authority/Owner that responsibility for building security, maintenance, utility services, or insurance transfer to the Awarding Authority/Owner or that any warranties begin on a date other than the date of substantial completion, such agreements must be recorded as an attachment to the Certificate of Substantial Completion. This document shall be the product of the Final Inspection. During the Final Inspection all parties should agree upon the Date of Substantial Completion, which may, or may not, be the date of the Final Inspection.

The Date of Substantial Completion ends the general contractor's exposure to Liquidated Damages for late completion of the work or the portion of the work covered by a Certificate of Substantial Completion. However, the General Conditions allow the general contractor 30 days, or a longer period if stated on the Certificate, to complete or correct "punch list" items recorded with the Certificate. If the contractor fails to complete or correct "punch list" items within this time, any resulting expenses incurred by the Awarding Authority/Owner, such as additional services rendered by the design professional, may be charged to the contractor.

It should be noted that the Certificate of Substantial Completion states that, If completed or corrected within the period stated in the Certificate, warranties of these items commence on the Date of Substantial Completion, otherwise such warranties commence on the date of Final Acceptance of each item.

The Certificate of Substantial Completion marks a pivotal point of the project, but is not valid until signed by all parties. The original document shall be prepared and signed by the design professional and then signed, in order, by the general contractor, Awarding Authority/Owner, DCM Project Inspector, DCM Chief Inspector, and Director.

For projects which include roofing work, the DCM Form C-9: General Contractor's (5-year) Roofing Guarantee must be executed by the general contractor and attached to the Certificate of Substantial Completion. If the contract specifies any other roofing warranties to be provided by the roofing manufacturer, subcontractor, or general contractor, they must also be attached to the Certificate of Substantial Completion. Standard manufacturer's roofing guarantees which contain language regarding the governing of the guarantee by any state other than the State of Alabama, must be amended to exclude such language, and must be amended to include the requirement that the Laws of the State of Alabama shall govern all such guarantees. **The Technical Staff will not sign the Certificate of Substantial Completion in the absence of the**

**roofing guarantees.**

For the following projects which include storm shelters, the completed **DCM Form B-14: Certification of Structural Observations** must be signed and sealed by the architect or structural engineer of record and attached to the Certificate of Substantial Completion:

- All new buildings constructed on the grounds of new public K-12 schools awarded after July 1, 2010.
- All new buildings containing classrooms or dorm rooms constructed on the grounds of all public 2-year or 4-year institutions of higher education awarded on or after August 1, 2012. Exception: ACCS projects with Notices-To-Proceed issued after July 31, 2021 are not submitted to DCM.

The fully executed form will be distributed to all parties by the Technical Staff. A copy of the fully executed Certificate of Substantial Completion with all attachments shall be attached by the Architect to DCM Form B-13: Final Payment Checklist.

# CHAPTER 9

## SPECIAL PROCEDURES & FORMS FOR PUBLIC SCHOOL & COLLEGE AUTHORITY (PSCA) PROJECTS

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### A. INTRODUCTION

Projects funded partially or fully by the Alabama Public School and College Authority (PSCA) involve co-ownership and possible divisions of funding and payments. This chapter supplements the preceding chapters by setting forth special procedures to address co-ownership and severable payments of PSCA-funded projects, including payment application directions for all PSCA-funded projects. **PSCA-funded projects are supervised and administered by the DCM Technical Staff which is the full-time staff of architects, engineers, reviewers, administrators, inspectors, support personnel, and contract personnel employed to carry out the policies and duties of DCM.**

**Contract Review:** PSCA projects are administered by DCM Contract Administration Division.

**Plan Review:** All PSCA-funded projects must be submitted to DCM for full plan and specification review per the requirements of Chapter 3.

**Construction Inspection:** All PSCA-funded projects must have a pre-construction conference conducted with a DCM inspector. These PSCA-funded projects must be inspected by DCM Inspectors, see Chapter 8.

DCM User Fees including Plan Review, Contract Document Administration (CDA) and

Permit fees may be paid with PSCA funds. A PSCA-funded Agreement Between Owner and Architect (O/A agreement) or construction contract is subject to the CDA Fee based on the **Construction Cost of Work funded by PSCA**, see Chapter 1.G.

## **B. PSCA ALLOCATION**

When legislation is enacted to authorize the Alabama PSCA to sell bonds and fund projects, the following occurs: After the sale of bonds and a meeting of the PSCA Board of Directors, letters of fund allocation and instructions are sent by the PSCA Board of Directors to each applicable entity. The Local Owner is the entity receiving a PSCA allocation such as a State Agency, a University, a K-12 public school system, or other institution.

## **C. PSCA PROJECT FUNDING REQUEST**

Once funds have been allocated by the PSCA Board of Directors, an entity must submit a project request for PSCA review to the PSCA Board of Directors or Board-designated approval authority. For example, K-12 local owners must request project approval for PSCA fund use from the Alabama State Department of Education (SDE), LEA Auxiliary Services, School Facilities. Upon approval the entity will be notified of the approved fund amount for a specific project and given a PSCA number assigned to that project.

## **D. PROJECT CO-OWNERSHIP, PSCA FORMS, PROJECT NUMBER and NAME, and PSCA PLAQUE**

All PSCA contract documents and bond forms must reflect co-ownership of the project by the PSCA and the Local Owner. At the end of this chapter are "PSCA Versions" of DCM's standard forms for O/A agreements and construction contracts, which reflect PSCA co-ownership and bear appropriate signature spaces for the PSCA. These forms are to be used for PSCA projects instead of their counterparts listed in Appendices B or C. The DCM uniform documents and standard forms without PSCA versions must also be used on PSCA projects. PSCA forms beginning with the digit 9 in the form's reference number are not alterable. A select few standard forms as listed in Chapter 5, Section B are alterable. **PSCA contract documents and bond forms must be activated via DocuSign PowerForm links available from DCM's website.**

In these forms, identification of the "Owners" is completed by adding the name of the Local Owner after "Alabama Public School and College Authority and..." The contract documents must be signed by both the PSCA and the Local Owner; therefore, the name of the Local Owner and the name and title of its signing officer must be inserted in the respective signature spaces.

**All documents and correspondence related to a PSCA project must bear the assigned PSCA Project Number as well as the DCM Project Number.** The forms listed at the end of this chapter have spaces designated for the insertion of both of these numbers. Each project funded by PSCA must have its own O/A agreement with

an assigned PSCA number and DCM number, and must use the same PSCA number and DCM number for the construction contract. PSCA funding is not applicable to Open-End O/A agreements.

**Project Name:**

When the design professional and Awarding Authority/Owner assign a name to a project, it should be easily identifiable with the design documents to be produced and work to be performed. This is particularly important for projects of multiple bid packages and construction contracts.

The main project name must match on all Contract Documents which includes the O/A Agreement, Drawings, Project Manuals, Addenda, and Construction Contracts. In addition to matching the main project name on an O/A Agreement, the project name on DCM Form B-1, Drawings, Project Manuals, Addenda and Construction Contracts must also include phases and bid package numbers, if any. When PSCA-funded, the main project name on all Contract Documents must also match with the project name of any PSCA Funding Approval Letter issued by the PSCA Board or by any PSCA Board-Designated Approval Authority such as the State Department of Education; therefore, it is important for the Owner (with the Design Professional's help when possible), to submit their initial Project Request for PSCA Review of Allowable Costs using the project name requirements detailed below, so that PSCA can then issue a PSCA Funding Approval Letter with a correct main project name that will be used on all Contract Documents.

In compliance with reporting requirements, "Various Schools" and "Various Buildings" are not acceptable project names; each specific school must be named in the project name. A K-12 school name is usually different than its Owner entity name. A higher education school name may be the same as its Owner entity name. For project names of K-12 and higher education projects, include when applicable the name(s) of the building(s) and/or field(s) where the project occurs. When applicable, the descriptor "Campus-Wide" is acceptable instead of individual building and/or field names. The use of a plural descriptor such as "Athletic Fields" by itself is acceptable only if a project is occurring on all such spaces of a school. The use of a single descriptor such as "Athletic Field" is acceptable only if a project is occurring in a space which is the only such type of space on campus. If a project is occurring in one space out of multiple similar spaces on campus, distinguish it with descriptors such as "Football Practice Field", "Football Playing Field" and/or the official name of the space.

**Detail of PSCA Plaque, DCM Form 9-M:**

1. PSCA plaques are installed as a permanent part of a building and are required on the following partially or fully PSCA-funded projects: Major renovations, renovations of four (4) or more rooms, and all new construction as follows: buildings, additions and athletic facilities. DCM Form 9-M: Detail of PSCA Plaque must be included in the project manual of such projects.

2. PSCA plaques are not required on the following partially or fully PSCA-funded projects: Sitework, paving, parking lots, utility work, re-roofing, and finishes (such as painting). DCM Form 9-M: Detail of PSCA Plaque should not be included in the project manual of such projects.
3. If you have any questions regarding whether or not a PSCA plaque is applicable, contact DCM's Technical Staff.

## **E. SPECIAL PROVISION for SEVERABLE PAYMENTS**

On PSCA construction contracts that are funded partially by both the PSCA and the Local Owner, PSCA funds must be used first and the payment applications for PSCA funds must be submitted to DCM, before local funds can be used. Once PSCA funds are expended, contract documents must continue to be submitted on PSCA forms to DCM; however, payment documents for local funds follow the local owner's procedures and are not submitted to DCM. Payments to the construction contractor are made first by the PSCA from the balance of its project funds and then the remaining balance of the Construction Contract is paid by the Local Owner. The "PSCA Version" of DCM's standard Construction Contract form includes a "Severable Payments" special provision in which payment obligations of the PSCA and the Local Owner are to be established. **Generally**, severable payments are not **applied to** O/A agreements, which must be either fully locally-funded or fully PSCA-funded.

When preparing the construction contract, the design professional should obtain the amounts of the payment obligations to be inserted in the Severable Payments provision from the Local Owner and confirm these figures with the Technical Staff.

## **F. RESPONSIBILITY for CHANGE ORDER FUNDING**

DCM Form 9-J: Contract Change Order (PSCA Version), contains the following sentence: "The amount of this Change Order will be the responsibility of \_\_\_\_\_." Insert in the blank space whichever of the following is appropriate: **(1)** PSCA, **(2)** name of the Local Owner, or **(3)** name of the Local Owner and the PSCA.

## **G. DEDUCTIONS for LIQUIDATED DAMAGES**

If liquidated damages are assessed and payments to the construction contractor are paid by the PSCA and the Local Owner (the Local Owner paying last), the deduction of liquidated damages from the contractor's final payment will be by the Local Owner.

## **H. ADJUSTING PROJECT FUNDING**

During the course of a project circumstances may arise warranting adjustment in funding to alter the severable obligations of the PSCA and Local Owner. When this occurs, the severable payments provision of the contract will be amended by using

DCM Form 9-D: Modification to the Construction Contract, Adjustment of Severable Payments.

## **I. CONVERTING EXISTING PROJECTS to PSCA PROJECTS**

Occasionally, PSCA bond issue funds can be used to supplement the Local Owner's current funding of an in-progress project. When this occurs, DCM assumes administration of the project. PSCA forms must be used for the remainder of the project and the existing contracts must be amended as follows:

### **1. EXISTING O/A AGREEMENT**

An existing executed fully locally-funded O/A Agreement must be amended, using DCM Form 9-LA: Amendment to Agreement Between Owner and Architect Adding The Public School & College Authority As Co-Owner, and stipulating that all, or part of, remaining payments are to be made by the PSCA. One copy of the existing O/A Agreement and any paid invoices must be furnished to the Technical Staff before such an amendment will be approved. A Contract Document Administration Fee-O/A is due with the Amendment to add PSCA funds to the existing O/A Agreement and must be paid before the Amendment will be reviewed. This fee is .25% of the **Construction Cost of Work funded by PSCA**. Note: Open-End O/A Agreements cannot be converted to PSCA. **Generally**, severable payments are not **applied to** O/A agreements, which must be either fully locally-funded or fully PSCA-funded.

### **2. EXISTING CONSTRUCTION CONTRACT**

An existing executed fully locally-funded construction contract must be modified making the PSCA a party to the contract as co-owner and stipulating the severable payment obligations of the PSCA and the Local Owner. DCM Form 9-E: Modification to the Construction Contract, Adding the Alabama Public School and College Authority as Co-owner, is utilized for this purpose. One copy of the existing contract and bonds, change orders, and previously paid estimates along with copies of the contractor's certificates of insurance must be furnished to the Technical Staff before such a modification will be approved. A Contract Document Administration Fee-CC is due with DCM Forms 9-E and 9-F and must be paid before the contract modification documents will be reviewed. This fee is .25% of the amount of **Construction Cost of Work funded by PSCA**.

### **3. EXISTING CONTRACT BONDS**

Both the performance and payment bonds originally furnished with the contract must also be modified adding the PSCA as an obligee and co-owner. DCM Form 9-F: Modification of the Performance Bond and Payment Bond, is utilized for this purpose.

## **J. PURCHASING MATERIALS and EQUIPMENT for CONSTRUCTION PROJECTS with PSCA FUNDS**

The purchase of materials and equipment for construction projects with PSCA funds may be approved if the purchases comply with the Competitive Bid Laws and meet the following criteria established by the PSCA:

### **1. EQUIPMENT**

The equipment must constitute a major capital outlay expenditure. In general, PSCA funds will not be used to pay for maintenance items such as, but not limited to, floor cleaning equipment, expendable equipment, and athletic equipment. Submission of equipment lists to the Authority/Authority Designee for pre-approval will prevent future problems and is highly recommended. Note: Equipment purchased with PSCA funds from ACT #2020-167 Bond proceeds must become a permanent part of the facility(s).

### **2. FURNITURE**

Decorative accessories, art objects and supplies cannot be purchased with PSCA funds. Submission of furnishing lists to the Authority/Authority Designee for pre-approval will prevent future problems and is highly recommended. NOTE: The purchase of furnishings by use of PSCA funds from ACT #2020-167 Bond proceeds is not allowed.

### **3. INVOICE PROCESSING**

Invoices related to construction projects must be forwarded to DCM for review, approval, and processing for payment. Payment is then made by the Finance Department/Debt Management Office.

#### **INVOICE CHECKLIST, DCM Form 9-G**

Listed at the end of this chapter is DCM Form 9-G, Invoice Checklist, which is to be followed when preparing invoices for submittal to DCM for approval to be paid with funds of the PSCA. This checklist contains the prerequisites for DCM approval of invoices for materials and equipment. The prerequisites assure conformance with PSCA requirements, competitive bid laws, DCM recording methods, and distribution requirements. The entity submitting such invoices should utilize this checklist when preparing invoices for submittal to assure prompt approval and processing.

#### **CERTIFICATION OF COMPLIANCE, TITLES 16 and 41**

Projects for Public K-12 Schools: Listed at the end of this chapter is DCM Form 9-HA, Certification of Compliance, Administrative Code Title 16, Chapter 13B: Competitive Bidding for Certain Contracts of County and City Boards of Education, which is a document cited in the Invoice Checklist to be executed and attached to materials and equipment invoices.

Projects for State Agencies and Public Universities: Listed at the end of this chapter is DCM Form 9-H, Certification of Compliance, Administrative Code Title 41, Chapter 16: Public Contracts, which is a document cited in the Invoice Checklist to be executed and attached to materials and equipment invoices.

**K. LISTING OF PSCA VERSIONS OF DCM STANDARD FORMS, AND UNIQUE PSCA FORMS**

The following starred PSCA versions of DCM standard forms must be used on partially and fully PSCA-funded projects instead of their standard counterparts. DCM standard forms without PSCA versions as listed in Appendices B and C must also be used on any PSCA-funded project. The non-starred forms listed below are unique to PSCA projects and do not have DCM standard form counterparts; the unique PSCA forms must be used on PSCA-funded projects when applicable per their Form instructions in the above Chapter 9. All forms are available on [www.dcm.alabama.gov](http://www.dcm.alabama.gov).

- \* DCM Form 9-A: Construction Contract (PSCA version)
- \* DCM Form 9-B: Performance Bond (PSCA version)
- \* DCM Form 9-C: Payment Bond (PSCA version)
- DCM Form 9-D: Modification to the Construction Contract, Adjustment of Severable Payments
- DCM Form 9-E: Modification to the Construction Contract Adding the Alabama Public School & College Authority as Co-owner
- DCM Form 9-F: Modification of the Performance Bond and Payment Bond, Adding, as Co-owner, the Alabama Public School & College Authority
- DCM Form 9-G: Invoice Checklist
- DCM Form 9-H: Certification of Compliance, Title 41, Chapter 16: Public Contracts
- DCM Form 9-HA: Certification of Compliance, Title 16, Chapter 13B: Competitive Bidding for Certain Contracts of County and City Boards of Education
- ~~DCM Form 9-I: Material Receipt (Form 9-I no longer required; instead see Form 9-G)~~
- \* DCM Form 9-J: Change Order (PSCA version)
- \* DCM Form 9-K: Agreement Between Owner and Architect (PSCA version)
- \* DCM Form 9-L: Amendment to Agreement Between Owner and Architect (PSCA version)
- \* DCM Form 9-LA: Amendment to Agreement Between Owner and Architect Adding the Alabama Public School & College Authority as Co-owner (PSCA version)
- DCM Form 9-M: Detail of PSCA Plaque

## APPENDIX A

# SUMMARY OF DCM REQUIREMENTS BY PROJECT TYPE

### **FULLY LOCALLY-FUNDED STATE AGENCIES, DEPARTMENTS, and AUTHORITIES**

- Use DCM uniform Owner-Architect Agreement - refer to Chapter 4 and Appendix B.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with all aspects of the State Building Code.
- Use DCM uniform "front-end" documents in project manual - refer to Chapter 3 (Section F), Chapter 5, and Appendix C.
- The project will be supervised and administered by DCM - refer to Chapters 5, 6, 7, and 8 for procedures.
- Payment applications are submitted to DCM for review.
- Plan Review, Permit and Contract Document Administration Fees.

### **PUBLIC SCHOOL and COLLEGE AUTHORITY (PSCA): PSCA-FUNDED STATE AGENCY, PSCA-FUNDED PUBLIC UNIVERSITY, and PSCA-FUNDED K-12 PROJECTS**

- Use DCM uniform Owner-Architect Agreement - refer to Chapter 4 and Appendix B.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with all aspects of the State Building Code.
- Use DCM uniform "front-end" documents in project manual - refer to Chapter 3 (Section G), Chapter 5, and Appendix C.
- The project will be supervised and administered by DCM - refer to Chapters 5, 6, 7, and 8 for procedures.
- Payment applications are submitted to DCM for review.
- Refer to Chapter 9 for special procedures.
- Plan Review, Permit and Contract Document Administration Fees.

### **FULLY LOCALLY-FUNDED PUBLIC UNIVERSITIES**

- Use Owner-Architect Agreement and documents as deemed appropriate by institution. May use DCM uniform documents and standard forms with permission of DCM Director.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with all aspects of the State Building Code.
- DCM provides periodic inspections.
- Plan Review and Permit Fees (except four-year University projects for capital improvement, HVAC, or roofing, with both a certified estimate after design completion of \$750,000.00 or Less and a contract awarded on or after 10/01/22).

### **FULLY LOCALLY-FUNDED PUBLIC K-12 SCHOOLS**

- Use SDE uniform Owner-Architect Agreement and SDE uniform "front-end" documents, issued by DCM per SDE, available on DCM's website.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with all aspects of the State Building Code.
- DCM provides periodic inspections - refer to Chapter 8 for requirements.
- Plan Review and Permit Fees (except for K-12 projects for capital improvement, HVAC, or roofing, with both a certified estimate after design completion of \$750,000.00 or Less and a contract awarded on or after 10/01/22).

**PRIVATE K-12**

- Use Owner-Architect Agreement and documents as deemed appropriate by the Owner. Except for DCM Forms B-1, B-14, B-15, and C-17, note that DCM uniform documents and standard forms are not to be used for these projects.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with the State Building Code, except for energy conservation requirements.
- Plan Review Fee (except for K-12 projects for capital improvement, HVAC, or roofing, with both a certified estimate after design completion of \$750,000.00 or Less and a contract awarded on or after 10/01/22).

**MOVIE THEATER and HOTEL/MOTEL**

- Use Owner-Architect Agreement and documents as deemed appropriate by the Owner. Except for DCM Form B-1, note that DCM uniform documents and standard forms are not to be used for these projects.
- Schematic, Preliminary, and Final plan review submittals per Chapter 3 are required.
- Design reviewed for compliance with the State Building Code, except for energy conservation requirements.
- Applicable DCM fee: Plan Review.

**LOCALLY-FUNDED, LOCAL GOVERNMENT (COUNTY & MUNICIPAL) BUILDINGS**

- Use Owner-Architect Agreement and documents as deemed appropriate by the Owner. Except for DCM Form B-1: Transmittal of Plans & Specifications, note that DCM uniform documents and standard forms are not to be used for these projects.
- Complete full set of final sealed (signed and dated as may be applicable) plans and specifications submittal, per Chapter 3, is required.
- Design reviewed for compliance with 2010 ADA Standards only.
- Plan Review (ADA) Fee.

**PRE-ASSEMBLED MANUFACTURED BUILDINGS**

- See Project Appendix A-1.

**BUILDINGS LEASE-PURCHASED by STATE AGENCIES or DEPARTMENTS**

- See Project Appendix A-2.

## PROJECT APPENDIX A - 1

# MANUFACTURED BUILDINGS

Appendix A-1 sets forth requirements and procedures relating to the design, plan review, installation, inspection and approval of manufactured buildings. The projects to which this appendix applies include:

- State Agencies & Departments
- Public and Private K-12 Schools
- Public Universities if adopted by the Institution
- Public School & College Authority (PSCA)-funded when scope of work is approved by PSCA Board-designated authority
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

The regulation of the design, installation, inspection and approval of manufactured buildings in the State of Alabama is within the jurisdiction of the Alabama Manufactured Housing Commission (AMHC) per Code of Alabama Title 24-6-1 through 24-6-4, with commission regulations documented in the Alabama Administrative Code Chapters 535-x-10 through 535-x-19. Submission of projects to the Alabama Division of Construction Management (DCM) which include the use of manufactured buildings as part of the project scope must include approval by the AMHC and be labeled in accordance with AMHC requirements.

The regulation of the site, life safety, accessibility, utilities and interaction of manufactured buildings with other nearby structures is governed by the State Building Code and is within the jurisdiction of DCM. Submission of projects to DCM which include the use of manufactured buildings must also include, at a minimum, the following:

- A.** Code study demonstrating compliance with the currently adopted International Building Code (IBC) Table for Minimum Number of Plumbing Fixture Requirements, for the manufactured building(s) and, if applicable, the nearby buildings that they support.
- B.** Site plan showing locations and distances between manufactured building(s) and adjacent structures including a code summary demonstrating compliance with

the currently adopted International Building Code (IBC) fire separation distances and opening protection requirements.

- C.** Site plan and single line diagrams showing power service to the manufactured buildings in accordance with the currently adopted National Electric Code (NEC).
- D.** Site plans, modular building plans and single line diagrams demonstrating application of fire alarm initiation and notification devices in accordance with the currently adopted National Fire Protection Association (NFPA) 72 edition - as applicable.
- E.** Site plans showing sanitary sewer and domestic water service in accordance with the currently adopted International Plumbing Code (IPC). If septic tank systems are being used, show systems in compliance with Alabama Department of Public Health and County Health Department requirements.
- F.** Site plan showing accessibility provisions (ramps, walks, handrails, etc.) for manufactured buildings in accordance with 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.

Use DCM Form B-1: Transmittal of Plans and/or Specifications when submitting documents for plan review. DCM fees will be based on the owner's outlay for labor and materials for the work included in the plans noted above as within DCM's jurisdiction. Similarly, DCM will only provide inspection services for the work included in the plans noted above when within DCM's jurisdiction.

Note: For purposes of this Manual, a manufactured building is defined as a building that consists of a maximum of two manufactured building sections (modules) joined together at the site to form a building structure. Buildings constructed using more than two modules are considered conventional buildings of modular construction and must meet the requirements of the State Building Code, including the requirement for storm shelters for Group E occupancies of 50 or more. Projects that consist of multiple manufactured buildings that are Group E with aggregate occupancy of 50 or more are encouraged (but not required to) include storm shelters.

Schematic and Preliminary Reviews are not required for projects with scope limited to work involving only manufactured buildings. A Final Plan Review is required; see Chapter 3 of DCM's Manual of Procedures for Final Plan Review requirements.

## PROJECT APPENDIX A - 2

# LEASED OR LEASED-PURCHASED BUILDINGS ON STATE PROPERTY

### LEASED OR LEASED-PURCHASED BUILDINGS ON STATE PROPERTY REQUIREMENTS & PROCEDURES FOR THE CONSTRUCTION, REPAIR, RENOVATION, OR MAINTENANCE OF STATE BUILDINGS LOCATED ON STATE PROPERTY AND TO BE PAID, IN WHOLE OR IN PART, WITH STATE FUNDS OR WITH FINANCING TO BE RETIRED WITH STATE FUNDS IN THE FORM OF LEASE PAYMENTS OR OTHERWISE

- These projects require full plan and specification review in accordance with Chapter 3. Use DCM Form B-1: Transmittal of Plans and/or Specifications when submitting design documents for review. The Plan Review Fee is applicable.
- These projects are considered public works projects; therefore, the Public Works Law Title 39, Code of Alabama is applicable.
- Leased buildings are not administered by DCM; therefore, the requirements and procedures of Chapters 4, 5, 6 and 7 **do not apply**.

**APPENDIX B**

**DCM UNIFORM DOCUMENTS AND STANDARD FORMS TO BE USED BY THE DESIGN PROFESSIONAL**

This appendix lists uniform documents, standard forms and user fees for design professionals for projects supervised and administered by the Technical Staff. Uniform documents, standard forms and user fee worksheets to be included in the project manual are listed in Appendix C. Documents and forms are available on DCM’s website, [www.dcm.alabama.gov](http://www.dcm.alabama.gov). The projects to which this appendix applies includes projects of:

- State Agencies & Departments
- Alabama Community College System projects with Notices-To-Proceed issued prior to August 1, 2021.
- Public School & College Authority (PSCA)-funded (including ACCS projects with Notices-To-Proceed issued prior to August 1, 2021)
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

Listing of documents and forms and where to refer in this manual for a discussion of each:

<u>Uniform Documents, Standard Forms and User Fees</u>	<u>Reference</u>
DCM User Fees: Plan Review & Contract Document Administration Fees	Chapter 1G
DCM Form B-1: Transmittal of Plan and/or Specifications	Chapter 3B
DCM Form B-1A: Transmittal of Alabama Vendor Disclosure Statement	Chapter 4
* DCM Form B-2: Agreement Between Owner and Architect	Chapter 4
DCM Form B-2A: Standard Articles of the Agreement Between Owner and Architect (O/A Agreement)	Chapter 4
DCM Form B-3: Checklist for Preparation of O/A Agreement	Chapter 4G
* DCM Form B-4: Amendment to O/A Agreement	Chapter 4D
DCM Form B-4A: Sample Table of Authorized Projects Under the Agreement	Chapter 4D
DCM Form B-5: Architect's Statement for Services	Chapter 4I
DCM Form B-6: Sample Certified Tabulation of Bids	Chapter 6E
DCM Form B-7: Checklist for Preparation & Approval of Contract & Bonds	Chapter 7D
DCM Form B-8: Pre-construction Conference Checklist	Chapter 8E
DCM Form B-9: Project Data Form	Chapter 7D
DCM Form B-10: Statement of Field Observations	Chapter 8D
DCM Form B-11: Change Order Justification	Chapter 7H
DCM Form B-12: Change Order Checklist	Chapter 7H
DCM Form B-13: Final Payment Checklist	Chapter 7G
DCM Form B-14: Certification of Structural Observations	Chapter 5B, 8G & 8I

\* Denotes forms for which substitute, PSCA versions are listed in Chapter 9 and must be used on PSCA-funded projects instead of their standard counterparts. The standard forms without PSCA versions must also be used on PSCA-funded projects.

**APPENDIX C**

**DCM UNIFORM DOCUMENTS AND STANDARD FORMS TO BE INCLUDED IN THE PROJECT MANUAL**

This appendix lists DCM uniform documents, standard forms and user fee worksheets required to be included in project manual for projects supervised and administered by the Technical Staff. Documents and forms are available on DCM’s website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). The types of projects to which this appendix applies includes projects of:

- State Agencies & Departments
- Public Universities, when documents are adopted by the Institution with permission of DCM Director
- Alabama Community College System projects with Notices-To-Proceed issued prior to August 1, 2021.
- Public School & College Authority (PSCA)-funded projects (including Alabama Community College System projects with Notices-To-Proceed issued prior to August 1, 2021)
- Public K-12 (forms have been provided for many years by DCM at the request of the Alabama State Department of Education)
- Alabama Building Renovation Finance Authority (ABRFA)
- Alabama Corrections Institution Finance Authority (ACIFA)
- Alabama Mental Health Finance Authority (AMHFA)
- Other "authorities" established by legislative acts to fund specific construction or improvement programs and which are assigned by legislative act or state Directors to DCM for administration and supervision.

Below is a listing of the documents, forms, and user fees and where to refer in this manual for a discussion of each.

<u>DCM Standard Forms, Uniform Documents &amp; User Fees</u>		<u>Reference</u>
DCM Form B-1A:	Transmittal of AL Vendor Disclosure Statement	Chapter 5B
DCM Form B-7:	Checklist for Preparation and Approval of Construction Contracts and Bonds	Chapter 7D
DCM Form B-8:	Pre-Construction Conference Checklist	Chapter 8E
DCM Form B-11:	Change Order Justification	Chapter 7H
DCM Form B-12:	Change Order Checklist	Chapter 7H
DCM Form B-13:	Final Payment Checklist	Chapter 7G
DCM Form B-14:	Certification of Structural Observations	Chapters 5B, 8G & 8I
DCM Form C-1:	Sample Advertisement for Bids	Chapters 5B & 6B
DCM Form C-1A:	Sample Invitation to Bid	Chapters 5B & 6B
DCM Form C-2:	Instructions to Bidders	Chapter 5B
DCM Form C-3:	Proposal Form	Chapter 5B

DCM Form C-3A:	Accounting of Sales Tax	Chapter 5B
DCM Form C-4:	Bid Bond	Chapter 5B
* DCM Form C-5:	Construction Contract	Chapters 5B & 7D
* DCM Form C-6:	Performance Bond	Chapter 5B
* DCM Form C-7:	Payment Bond	Chapter 5B
DCM Form C-8:	General Conditions of the Contract	Chapter 5B
DCM Form C-9:	General Contractor's Roofing Guarantee	Chapter 5B & C
DCM Form C-10:	Application and Certificate for Payment	Chapters 5B & 7G
DCM Form C-10SOV:	Schedule of Values	Chapter 5B & 7F
DCM Form C-10SM:	Inventory of Stored Materials	Chapter 5B
DCM Form C-11:	Sample Progress Schedule and Report	Chapters 5B & 7F
* DCM Form C-12:	Contract Change Order	Chapters 5B & 7H
DCM Form C-13:	Certificate of Substantial Completion	Chapters 5B, 7L & 8I
DCM Form C-14:	Sample Form of Advertisement for Completion	Chapters 5B & 7L
DCM Form C-15:	Detail of Project Sign	Chapter 5B
DCM Form C-17:	Contractor's Statement of Responsibility for Construction of Tornado Storm Shelter	Chapters 5B & 7F
DCM Form C-18:	Contractor's Affidavit of Payment of Debts & Claims	Chapters 5B & 7L
DCM Form C-19:	Contractor's Affidavit of Release of Liens	Chapters 5B & 7L
DCM Form C-20:	Consent of Surety to Final Payment	Chapters 5B & 7L
DCM User Fees:	Insert applicable Permit Fee & Contract Document Administration Fee worksheets (available at <a href="http://www.dcm.alabama.gov/user_fees.aspx">www.dcm.alabama.gov/user_fees.aspx</a> ) into project Manual. Include payment responsibility for each fee as determined by the owner for each project.	Chapter 1G

\* Denotes forms for which PSCA versions are listed in Chapter 9 and must be used on PSCA-funded projects instead of their standard counterparts. Standard forms without PSCA versions must also be used on PSCA-funded projects.

Note: On DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov), flat non-fillable and non-password-protected pdfs are available as downloadable zip files on the State Agency, PSCA and K-12 Project Forms webpages for use by spec. writers for project manuals (public K-12 project Forms have been provided for many years by DCM at the request of the Alabama State Department of Education). These zip files include the full list of "front-end" documents and forms (DCM and non-DCM documents and forms) to be included in project manuals.

## APPENDIX D

# DCM RECOMMENDED GUIDELINES FOR SELECTION OF ARCHITECTS, ENGINEERS, LAND SURVEYORS AND/OR TESTING SERVICES

These guidelines are recommended for implementation by any State Agency or Department, local school board, and public universities desiring to secure the services of professional architects, engineers, surveyors and testing services for any project within the jurisdiction of the Alabama Division of Construction Management (DCM). These guidelines apply to the selection of the Lead Design Professional, surveyor, or testing laboratory with whom the Awarding Authority/Owner will contract directly, not consulting professionals who will be selected by the primary professional.

1. The Awarding Authority/Owner shall notify the Division of Construction Management in writing of its interest in securing design professional services by emailing DCM a Request for Qualifications (RFQ) notification. This RFQ should include a description of the type and scope of the project to be designed, funds available, location and other pertinent data concerning the improvement. The RFQ should also include the name, address, telephone number and email address of the person to be contacted by interested design professionals and the date and time by which design professionals must submit their qualifications for consideration. An RFQ Template which includes required Code of Alabama references and suggested content is available on DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov).
2. The Division of Construction Management will advertise this information on DCM's website [www.dcm.alabama.gov](http://www.dcm.alabama.gov). Requests to post RFQs must be submitted to the DCM Director as a Word document sent via email to [lee.desmond@rpm.alabama.gov](mailto:lee.desmond@rpm.alabama.gov); please allow five business days for review and posting of RFQs to website. RFQs must be posted a minimum of two weeks before the deadline for proposals.
3. Architects, engineers, surveyors and testing services will notify the Awarding Authority/Owner by letter of their interest in a specific project and give their general qualifications using GSA Standard Form (SF) 330 Architect-Engineer Qualifications.
4. Lead design professionals should be selected based on qualifications per Alabama Administrative Code chapter 100-X-5-.11. The Awarding Authority/Owner should form a Selection Committee to evaluate the letters of interest from the prospective architects, engineers, surveyors, and testing laboratories. Their evaluation should consider such items as those listed in Item 7 of these procedures to the extent possible and pertinent.

5. The Selection Committee should select at least three firms from those expressing interest for comprehensive interview, review and discussions.
6. The selected firms should be allowed the opportunity for an in-depth interview by the Selection Committee. In the event the Awarding Authority/Owner has no firm to express an interest, the Selection Committee should contact at least three firms of its own choosing.
7. The Selection Committee should evaluate those firms being interviewed for:
  - A. General experience and competence of the firm and its principals.
  - B. Past performance record on other projects as regards to quality of work, timely performance, diligence, ability to meet budgets and other related items.
  - C. Related experience on similar projects.
  - D. Principal or responsible architects, engineers, surveyors and testing services of the project team must have adequate experience in the fields that the proposed services are requested.
  - E. Familiarity with conditions, codes, and other ordinances where such knowledge is essential to the proper performance of the contract.
  - F. Firms must be operating on a sound financial basis.
  - G. Ability of the firm to provide the services needed in the length of time required in relation of other work loads in which the firm is engaged.
  - H. Economic considerations (where applicable):
    - (1) Accuracy of the professional's estimates compared to construction cost on recent projects of similar scope.
    - (2) Qualifications to determine alternative energy sources and prepare analyses.
    - (3) Consideration of energy conservation and energy management methods, with life-cycle cost analyses.
    - (4) Ability to design within budgets, considering logical choice of materials, efficiency of plan and systems and regard to aesthetics without ostentation.
    - (5) The professional shall address the subject of fee stating the basis of his fee as it is affected by the scope of the work considering the project size, complexity, cost, repetitions, etc., in accord with Chapter 4 Supplement of this manual or other documents controlling the Awarding Authority/Owner.

- (6) Ability of the professional to design within 10 percent of tentative budget allocation and agreement to redesign at no extra cost if construction bids exceed 10 percent of budget allocation.
    - (7) Basis of cost of special services not covered in basic fee described in H (1) above.
    - (8) Fees should not exceed the fee schedule of Chapter 4 Supplement. For projects to be administered by DCM, fees may not exceed the fee schedule of chapter 4 Supplement without advance approval of the Director.
  - I. Proximity to site improvements.
  - J. Qualifications of consulting engineers, architects, specialists, surveyors, or testing laboratories proposed to be employed by the firms under consideration.
  - K. In an effort to distribute work among all qualified firms, the Selection Committee should give consideration to the Awarding Authority's/Owner's current and past workload with the firms under consideration.
  - L. Familiarity with DCM procedures including plan review submittal requirements, forms, contract and other document preparation requirements. If not familiar, firm will contact DCM for proper guidance and assistance.
8. Based on the evaluation of the firms, considering the criteria deemed appropriate by the Selection Committee, including those criteria listed in Item 7 above, the Selection Committee should rank the firms. The most qualified firm will be selected based upon this ranking. The Selection Committee should notify the other firms interviewed, in writing, of the firm that has been selected for negotiation.
  9. If the Selection Committee is unable to negotiate an acceptable agreement, the Selection Committee should:
    - A. Terminate negotiations in writing.
    - B. Negotiate with the next best qualified firm originally interviewed (Item 6).
    - C. Upon failure to negotiate with any of the firms referred to in Item 6, select additional firms to interview.
  10. Exceptions:
    - A. Where federal funds are involved and procedures have been established consistent with federal guidelines of a particular federal agency, the federal guidelines prevail.

- B. A design professional without Request for Qualifications and/or a contractor without advertisement for bids may be retained when, due to a declared emergency, it is in the best interest of the public's safety to retain an architect, engineer, surveyor, laboratory, and/or contractor as rapidly as possible. Such retainage of services is limited to the extent necessary to meet the emergency.
- K-12 public schools: As soon as possible the local Board of Education's Declaration of Emergency, such as the Board's meeting minutes, must be sent to the DCM Director at [lee.desmond@rpm.alabama.gov](mailto:lee.desmond@rpm.alabama.gov). The declaration must be included in any project manual and must be attached to any O/A Agreement and Construction Contract. Per the State Department of Education (SDE), it is not necessary for K-12 public schools to send a Declaration of Emergency to the Governor's office.
  - State Agency and Public Universities: As soon as possible the Awarding Authority/Owner must send a Declaration of Emergency letter to the Governor's office and a copy of the letter must be emailed to the DCM Director at [lee.desmond@rpm.alabama.gov](mailto:lee.desmond@rpm.alabama.gov). The declaration must be included in any project manual and must be attached to any O/A Agreement and Construction Contract.
  - All owner entities: Regardless of the form type of declaration, as soon as possible DCM must be informed of a Declaration of Emergency in order for DCM to correctly administer a declared emergency project.
- C. Per Section 39-2-2(e) of the Code of Alabama, 1975, as amended, an emergency declaration allows the Awarding Authority/Owner to legally accept proposals for work without advertisement for bids. In the case of danger to the public or further damage to property, the area and equipment may be secured by a licensed professional at direct cost to the owner. Further repair and replacement must follow formal DCM procedures for plan submittals, owner/architect/engineer agreements, construction contracts, fees and inspections. If the project is not advertised for bid, use an Invitation to Bid (see DCM Form C-1A: Sample Invitation to Bid), and include the Invitation to Bid in any project manual. When a declared-emergency project is within DCM's jurisdiction, the only exceptions to requirements are the request for qualifications of design professionals and the advertisement for bids. All other project requirements in the Manual of Procedures must be met; for example, if a declared emergency project is **in excess of \$100,000.00**, sealed proposals are required and must be publicly opened and read.

**APPENDIX E**

**ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT  
ADMINISTRATIVE CODE**

This appendix lists the Alabama Division of Construction Management Administrative Code, which has been adopted pursuant to the Administrative Procedures Act, Title 41, Chapter 22, Code of Alabama, 1975, as amended, and filed with the Alabama Legislative Reference Service. This Administrative Code contains the “Rules” of the Alabama Division of Construction Management. These Rules are:

- 355-11-1 ORGANIZATION and AUTHORITY
- 355-12-1 ALABAMA STATE BUILDING CODE
- 355-13-1 RULES for SUBMITTING PLANS and SPECIFICATIONS to the TECHNICAL STAFF
- 355-14-1 EMPLOYMENT of DESIGN PROFESSIONALS for PROJECTS SUPERVISED and ADMINISTERED by the ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT
- 355-15-1 BIDDING and AWARDED CONTRACTS for PROJECTS SUPERVISED and ADMINISTERED by the ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT
- 355-16-1 COLLECTION of USER FEES
- 355-19-1 ALABAMA DIVISION OF CONSTRUCTION MANAGEMENT FORMS
- 355-20-1 ELECTRONIC SIGNATURES AND RECORDS

These Rules are available on the Alabama Administrative Code website at <https://admincode.legislature.state.al.us/>.