

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

**SECTION ONE
ADVERTISEMENT AND NOTICE FOR BIDS
(2016)**

Sealed bids will be received by the City of Tuscaloosa, Alabama, a Municipal Corporation, in the Council Chamber in the City Hall, 2201 University Boulevard, on the 4th day of May 2016, until 10:30, a.m., o'clock, local time, and then publicly opened and read for the furnishing of all labor and material (where required) and equipment for performing a public works project according to the plans, details, specifications and Contract Documents.

Award of the contract will be made within thirty (30) calendar days from the date of the bid opening.

1. The Project:

A. The Project shall be known as **2016 Sanitary Sewer Line and Manhole Rehab** and the general character of said public works project shall consist of the following:

A. The project consists of the general lining, CIPP, of approximately 330 linear feet of 24-inch line and approximately 170 vertical feet of manhole rehabilitation.

B. The approximate quantities of said Project are as follows:

See Specifications.

C. Special instructions are as follows: N/A

D. The City will furnish the following: N/A

E. Time of Construction: From the date stated in the Notice to Proceed, the Project time of construction is 70 consecutive calendar days.

2. Plans and Specifications:

Plans and specifications and all related Contract Documents are open for public inspection at the offices of Hilliard Fletcher Wastewater Treatment Plant, located at 4010 Kauloosa Avenue, Tuscaloosa, Alabama, and plans, specifications and other elements of the contract documents may be obtained from the office of Water and Sewer Department, designated as the office of the awarding authority for this purpose, located at 4010 Kauloosa Avenue, Tuscaloosa, Alabama.

- A. Plans, specifications and Contract Documents may be obtained at the above location upon the deposit of \$ N/A , which amount does not exceed twice the cost of printing, reproduction, handling and distribution of each set of such documents. Deposits by prime Contractor bidders are refundable in full upon return of all documents in reusable condition within ten (10) days of bid opening. Additional sets of bid documents for prime Contractor bidders, subcontractors, vendors or dealers may be obtained upon payment of the same deposit. Such deposits will be refunded, less the cost of printing, reproduction, handling and distribution, if all the documents are returned in reusable condition within ten (10) days of bid opening.
- B. All eligible refunds of deposits for plans and specifications will be made by the City within twenty (20) days of bid opening.

3. Qualification of Bidders:

- A. All bidders must be responsible, meeting the criteria and requirements set forth in the Instructions to Bidders and bid proposal.
- B. Prequalification of Bidders IS ; IS NOT X required.

If prequalification of bidders is indicated to be required by the preceding sentence, then written prequalification information is available for review at the same office where plans, specifications and Contract Documents are available.

- C. The attention of all bidders is called to the provisions of State law governing "general Contractors," as set forth in Ala. Code §34-8-1, et seq. (1975), and rules and regulations promulgated pursuant thereto.
- D. If a construction manager is being utilized and this contract is one of a multiple of trade contracts, then the bidder shall be fully licensed for the trade, as determined by applicable law.
- E. The City may not enter into a contract with a non-resident corporation or entity which is not qualified under State law to do business in the State of Alabama.
- F. All bidders shall possess all other licenses and/or permits required by applicable law, rule or regulation for the performance of the work.
- G. All bidders must submit with their proposal, Contractor's license number and a copy of the license. State law, Ala. Code §34-8-8(b), requires all bids to be rejected which do not contain the General Contractor's current license number.
- H. The City reserves the right to reject all bids and/or reject and rebid the Project should it determine the same is in the best interest of the City.

4. Construction Manager:

_____ If the preceding blank is marked with an affirmative indication, it means that this contract involves the use of a construction manager and this contract is one of several multiple trade and/or multiple prime contracts for work on the Project. Bidders attention is called to the supplemental conditions attached to the General Conditions of the Contract Documents regarding this topic.

5. Bid Bonds: Each bidder must submit with its bid a cashier's check drawn on an Alabama bank or a fully executed bid bond on the form that is contained in the Contract Documents executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds, sureties and/or cashier checks will be made payable to the City for an amount not less than 5 percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than \$10,000.00.

6. Sales and Use Tax Savings: Except to the extent the City and the Contractor are utilizing a "sales and use tax savings agreement," Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state or federal and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to Ala. Code §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales or uses taxes incurred as a result of an increase in such taxes during performance of the contract.

In the event the City elects to utilize a sales and use tax savings agreement in conjunction with this contract, the Contractor will be required to execute such an agreement and perform in accordance therewith.

7. Pre-Bid Conference: A Pre-Bid Conference is **NOT REQUIRED** for this Project.

NOTE: All bidders are advised to carefully read the Instructions to Bidders contained in the Contract Documents, which provisions and requirements are adopted herein by reference.

**CITY OF TUSCALOOSA, ALABAMA,
A MUNICIPAL CORPORATION**

Walter Maddox, Mayor

[END ADVERTISEMENT FOR BID—OFFICE OF THE CITY ATTORNEY]