CITY OF TUSCALOOSA, ALABAMA PUBLIC WORKS CONTRACT DOCUMENTS

WALTER MADDOX, MAYOR CITY COUNCIL OF TUSCALOOSA

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PROJECT: AMI 2021 Meter Change-Out Project Phase 1

FILE NO.: A21-0263 ENGINEERING PROJECT NO.:

FOR: Infrastructure and Public Services

(2021)

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION ONE ADVERTISEMENT AND NOTICE FOR BIDS (2021)

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 24th day of March, 2021 until 10:00, 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 forty-five (45) calendar days from the date of the bid opening.

Special COVID-19 Requirements:

Due to the recent events associated with the Coronavirus the following requirements will be enforced during site visits, pre-bid meetings and the public bid opening:

- 1. All those attending the site visit, pre-bid meeting and bid opening shall comply with all Federal, State, and City of Tuscaloosa requirements associated with the virus COVID-19 (Coronavirus).
- 2. Face coverings that fully cover the nose and mouth are required for employees and public visitors on the premises of all City-owned and -operated facilities
- 3. Only one representative for a bidder shall attend the pre-bid meeting and bid opening.
- 4. All those attending any meeting shall be healthy and not display any symptoms of sickness.
- 5. All those attending any meeting shall sit 6'-0" apart from all others in the room.
- 6. Any individual not complying with any of these requirements will be asked to leave the premises immediately

1. The Project:

A. The Project shall be known as <u>AMI 2021 Meter Change-Out Project Phase 1</u> and the general character of said public works project shall consist of the following:

As coordinated between the City of Tuscaloosa and Contractor, Contractor shall, provide Technical, Labor and Data services to exchange/replace, retrofit existing water meters, with utility provided (< 1") water meters of same size and "lay-length" at assigned service locations including installation and programing ITRON 100W+ Water Pit Encoder with connectors. This installation shall be a through the lid.

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

1071 Each 5/8" water meters of same size and "lay-length" at assigned service locations.

349 Each 3/4" water meters of same size and "lay-length" at assigned service locations.

175 Each 1" water meters of same size and "lay-length" at assigned service locations.

150 Each utility provided meter boxes replaced on as-needed basis at the discretion of the utility.

C. Special instructions are as follows: MBE/DBE/WBE Forms 1 & 2 are due to Caramyl Drake at cdrake@tuscaloosa.com no later than March 17th at 5:00 p.m.. Forms 3, 4, & 5 are due with your

- sealed bid. Bids not compliant with required forms will be deemed non-repsonsive. Please read the policy starting on page 102 carefully.
- D. The City will furnish the following: Water meters of same size and "lay-length" at assigned service locations, ITRON 100W+ Water Pit Encoders with connectors, meter boxes replaced on as-needed basis at the discretion of the utility.
- E. Time of Construction: From the date stated in the Notice to Proceed, the Project time of construction is 120 consecutive calendar days.

2. Plans and Specifications:

Plans and specifications and all related Contract Documents are open for public inspection at the office of IPS Water & Sewer - Meters, located at 3199.29th Avenue, Tuscaloosa, Alabama 35401 and plans, specifications and other elements of the contract documents may be obtained from the office of the IPS Water & Sewer - Meters, located at 3199.29th Avenue, Tuscaloosa, Alabama 35401 designated as the office of the awarding authority for this purpose. The contact person for the project is Adam Tennyson. They can be reached at 205-248-5971 or atennyson@tuscaloosa.com.

- 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:

- 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.

Н. 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: Alabama Department of Revenue Rule 810-6-3.69.02(2010) exempts certain payment of state, county, and municipal sales and use taxes by the contractor or subcontractor on tangible personal property to be incorporated into the realty pursuant to a contract with a municipal corporation such as the City of Tuscaloosa. All tax-exempt purchases shall be in accordance with the laws of this state and the Alabama Department of Revenue. It is the sole responsibility of the successful contractor to make the necessary inquiries and determinations as to what materials or items of tangible personal property to be incorporated into the project qualify as tax exempt in the opinion of the Alabama Department of Revenue. Unless otherwise noted, the project will be bid and administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. Sales and use taxes shall not be included in the bid. The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate sales and use tax saving must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder. 7. Pre-Bid Conference: A Pre-Bid Conference IS ; IS NOT X required for this Project. If a conference is required, see below for specific instructions.

> CITY OF TUSCALOOSA, ALABAMA, A MUNICIPAL CORPORATION Walter Maddox, Mayor

All bidders are advised to carefully read the Instructions to Bidders contained in the Contract

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

Documents, which provisions and requirements are adopted herein by reference.

NOTE:

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS SECTION TWO INSTRUCTION TO BIDDERS (2021)

<u>NOTE</u>: THIS DOCUMENT CONTAINS IMPORTANT BIDDING AND CONTRACTING INFORMATION. ALL POTENTIAL BIDDERS SHOULD READ IT THOROUGHLY

- 1. Intention: The Advertisement for Bids, Instruction to Bidders, Contract Agreement, any modifications or supplemental conditions to the Contract Agreement, Bid Proposal, and the Plans and Specifications are interrelated and apply to the complete work to which they relate.
- **Definitions:** Where the following words, or the pronouns used in their stead, occur herein, they shall have the following meaning:
 - "Awarding Authority" shall mean the City of Tuscaloosa, Alabama.

"Bidder" shall mean any person, firm or corporation, that is responsible, submitting a responsive bid for the Project contemplated by the contract documents, who meets the requirements set forth in the contract documents, maintains a permanent place of business, has adequate forces and equipment to perform the work on the Project properly and within the time limit that is established, has sufficient experience in the type work provided for in the contract documents and has adequate financial status and resources to meets its obligations contingent to the work.

"City" or "Owner" shall mean the City of Tuscaloosa, Alabama, as the awarding authority or its authorized and legal representatives.

"Construction Manager" shall mean that person or entity employed by the City to provide Construction Manager services on the work or Project, who shall be the City's representative on the Project.

"Contractor" shall mean initially the successful or probable low bidder and then the party of the first part to the construction agreement or the legally authorized representatives of such party, including a trade contractor.

"Engineer/Architect" shall mean an Engineer or Architect responsible for design and related services on the Project, and if no Construction Manager is employed, then the Engineer is the representative of the City of Tuscaloosa, Alabama, on the Project. References to the "Engineer" shall mean the Construction Manager, if the City has employed such services, to the extent such services are applicable to construction management activity as set forth in the agreement between the City and the Construction Manager, and the context herein indicates that it would relate to services traditionally and customarily performed by a Construction Manager; otherwise, "Engineer" shall refer to the Engineer or Architect.

"<u>Force Account Work</u>" work paid for by reimbursing for the actual cost for labor, materials and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit where appropriate.

"Gender": a word importing one gender shall if appropriate extend to and be applied to the other gender. The masculine shall include the feminine and vice versa, unless the context clearly indicates otherwise.

"Inspector" shall mean a representative of the Engineer/Architect, Construction Manager or the City, as the case may be.

"Non-Resident Contractor" shall mean a contractor which is neither (a) organized and existing under the laws of the State of Alabama nor (b) maintains its principal place of business in the State of Alabama. A non-resident contractor which has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

"Project" shall mean the Public Work to which these Contract Documents relate, including the labor, materials and all work to be done by Contractor that is the subject of the bid, plans, specifications and contract documents.

"Public Property" Real property which the awarding authority owns or has contractual right to own or purchase, including easements, rights-of-way, or otherwise.

"Public Work(s)" shall mean a Project consisting of the construction, repair, renovation, or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired or renovated or maintained on public property to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

"Responsible Bidder" shall mean a bidder who, among other qualities determined necessary for performance, is competent, experienced and financially able to perform the contract.

"Responsive Bidder" shall mean a bidder who submits a bid that complies with the terms and conditions of the invitation for bids, including plans, drawings, specifications and other provisions of the contract documents.

"Retainage" shall mean that money belonging to the Contractor which has been retained by the awarding authority conditioned upon final completion and acceptance of all work in connection with the Project.

"Singular/Plural" the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

"<u>Trade Contracts</u>" "Trade contracts" or "multiple prime contracts" are multiple but separate contracts with the City on the same Project that represent significant construction activities performed concurrently with and closely coordinated with construction activities performed on the Project under other trade contracts.

"<u>Unbalanced Bid</u>" Unbalanced bids may be considered non-responsive and may be subject to rejection. An unbalanced bid includes but is not limited to one which results in a substantial advance payment to the contractor.

3. Work to be Performed: The City contemplates the construction of a public works project as generally described in the Advertisement for Bid and as more particularly described, shown and depicted on the plans, specifications, drawings and in the contract documents.

4. Bidding, Generally:

- A. All bids must be made upon the bid proposal forms contained in the contract documents, shall state the amount bid for each item as shown therein and all blanks shall be properly filled in and bid proposal executed as required.
- B. Any bidder may withdraw his or its bid, either personally or by telegraphic or written request (not by facsimile), at any time prior to the scheduled opening time for receipt of bids. Except as provided in Ala. Code §39-2-11(b)(c)(d), no bid may be withdrawn after opening of bids prior to the time of returning bid bonds as provided for herein.

- C. Any unauthorized conditions, limitations or provisos attached to the bid proposal, except as otherwise provided herein, will render a bid proposal informal and may cause its rejection. Unbalanced bids may be subject to rejection. Bids without the General Contractor's license number and a copy of the license will be rejected.
- D. All bids will be opened in public at the time and date specified in the Notice of Advertisement for bids, unless otherwise altered by addendum. All bidders are invited to be present at the opening of bids. No bids will be received after the time established for the opening of bids.
- E. All bids are to be enclosed in a sealed envelope addressed to the City of Tuscaloosa, P. O. Box 2089, Tuscaloosa, Alabama and/or hand delivered to the City Clerk, 2201 University Boulevard, City Hall, Tuscaloosa, Alabama. All bids are to be marked to indicate clearly the Project to which it applies and include the following language: "Bid Enclosed" and "Attention City Clerk."

NOTE: Bidders current General Contractor's license number must be displayed on the bid and the sealed envelope.

5. **Responsible**, **responsive bidders**: The City reserves the right to reject any bid that is submitted by a bidder that is determined by the City to not be a responsible bidder or whose bid proposal is not responsive.

In determining whether a bidder or bid is responsible and/or responsive, the City reserves the right to also request and consider the following factors:

- A. Types or kinds of materials or items best suited to the City's needs for the Project.
- B. A current financial statement of the bidder and/ or bonding capability or limits.
- C. An accurate inventory of equipment to be used on the Project for a list of key personnel to be used on the Project and detailed histories of their experience.
- D. A list of similar work performed by any person, firm, or corporation with the same name as the name or any of the names in the bidder's proposal within the last five (5) years.
- E. A list of five (5) references familiar with the bidder's competence, experience, capabilities, skill and integrity.
- F. A statement of bidder pertaining to bankruptcies, judgments, liens or litigation within the last five (5) years. Such statement shall also apply to each company, officer and the key personnel on the Project.
- G. The General Contractor's State license number and class.
- H. Bidder's performance and prosecution of past projects for the City.
- I. An unbalanced bid.
- J. Other information supplied in the bid proposal.

The City may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

6. Bid Bonds: Each bidder must submit with its bid, a cashiers check drawn on an Alabama bank, made payable to the City of Tuscaloosa 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 and/or cashiers check will be made payable to the City of Tuscaloosa for an amount not less than five (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. The purpose of said bid bond is to insure that the successful bidder will enter into a written contract with the City for the Project on the form included in the contract documents and furnish a

performance bond and payment bond executed by a surety company duly authorized and qualified to make such bond in the State of Alabama, in the amount required and provide evidence of insurance as required by the bid documents within time specified or if no time is specified, within thirty (30) days after the forms have been presented to the successful bidder for signature. Provided; however, if extenuating circumstances prevail, the City may grant an extension of time not exceeding five (5) days for the return of the contract bonds and evidence of insurance.

The price or cost of all items bid shall remain in effect for a period of fifty (50) days after Notice of Award.

7. **Return of Bid Bonds:** All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the City for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect or the City may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

8. Forfeiture of Bid Bonds: Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the City may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded, and the amount of the proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

9. Consideration of Bid Proposals:

- A. Generally: The contract will be awarded to the lowest responsible and responsive bidder, unless the City determines that all the bids are unreasonable or that it is not in the best interest of the City to accept any of the bids. Award of the contract will be made on the basis of the lowest actual bid amount for the contract, which is defined as the total of the bid and/or extended total amounts for unit price items, plus requested and accepted additive or deductive alternates, pursuant to the provisions hereof. 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.
- B. Minor irregularities as determined by the City or its representatives, will not cause a bid to be non-responsive and may be waived by the City.
- C. Bidder must possess all licenses and permits required by applicable law, rule or regulation for the performance of the work prior to bidding.
- D. Where the City elects to prequalify contractors prior to bidding, it shall be understood that such prequalification may be general in nature and shall not limit the City's right to revoke such prequalification pursuant to Ala. Code §39-2-4(d) (1975).
- E. Joint ventures shall not generally be considered acceptable bids without special waiver from the City, which must be requested in writing at least thirty (30) days prior to bid opening.

- F. Additive and/or Deductive Alternates: If the City has elected to request bids for additive and/or deductive alternates, then the following procedure shall be the basis for calculating such bids:
 - Deductive Alternates: Any deductive alternate from the base bid shall constitute cumulative deductions from the base bid; and in determining the lowest bidder, if the City elects to consider any deductive alternates, the City will proceed to consider the bids upon the basis of the base bids of all qualified bidders minus the respective deduction stated for the first alternate. If the City determines that it wishes to proceed to consider additional deductive alternates, it may do so sequentially and in like manner throughout the deductive alternates the City elects, so that the base bids of all qualified bidders shall be calculated minus the respective number of deductive alternates in sequence the City has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder less the selected sequential deductive alternates.
 - Additive Alternates: To determine additive alternates, any additive alternate shall constitute cumulative additions to the base bid; and in determining the lowest bidder if the City elects to consider any additive alternates, the City will proceed to consider the bids upon the basis of the base bid of all bidders plus the respective addition stated for the first alternate. If the City determines that it wishes to proceed to consider additional additive alternates it may do so sequentially, and in like manner, throughout the additive alternates, the City elects, so that the base bids of all qualified bidders shall be calculated plus the respective number of additive alternates in sequence the City has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder plus the selected sequential additive alternates.

 Once the City has determined the lowest responsible responsive bidder as set forth herein, then it may award the contract on the basis of accepting and/or rejecting any additive and/or deductive alternates of that bid as it determines is in the best interest of the City.
- G. No Bids or Only One Bid: In the event no bid proposals or only one bid proposal is received in response to the City's Advertisement for Bids at the time stated for the opening of bids, the City may elect at its discretion, any of the following options:
 - 1) Advertise for and seek other competitive bids.
 - 2) Direct that the work shall be done by force account under its direction and control.
 - Negotiate for the work through the receipt of informal bids. Provided; however, where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.
- H. An unbalanced bid.
- **10. Materials and Work:** All materials, which the engineering plans specify or are required, will be installed as they are shown on the drawings, plans and/or specs.
 - A. Brand names, catalog numbers, weights, etc., are used to indicate levels of quality only and are not intended to restrict the bidding. If bidding on an item of another brand or manufacturer than that specified, bidder's proposal should be accompanied by brochures or other pertinent literature giving detailed specifications of the item(s) on which the proposal is being made. Bids or proposals received without sufficient literature to determine equal quality may not be considered. Final determination as to equal quality will be made by the City.
 - B. Quantities: The quantities shown in the proposal shall be considered by the contractor as the quantities required to complete the work for the purpose of bidding. Should the actual quantities required in the construction of the work be greater or less than the quantities shown, an amount equal to the difference of quantities at the unit prices bid for the items will be added to or deducted from the contract total.

- C. Adjustment Items: During the course of work, the prices bid for adjustment items may be used by the City to increase or decrease the total cost for the work if the quantity of work exceeds or is less than the amount shown on plans.
- D. The attention of all bidders is called to the fact that all or a portion of this Project may be federally funded and if so, the special conditions of a federally funded contract including federal labor standard provisions, the minimum wage rates included in the contract documents, plans and specifications must be followed.
- E. Construction Crews: The Contractor will be required to furnish at least one separate construction crew during the work as set forth in the contract. Unless waived by the City, the Contractor shall perform on the sites and with his own organization and equipment, at least fifty percent of the total amount of the work to be performed under this Contract. The Contractor may only subcontract a maximum of fifty (50%) percent of the work without City consent. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the City representative determines that it would be to the City's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the Contractor from the City.
 - **NOTE:** Bidders are advised to carefully review all other elements of the contract documents for more details concerning requirements for performing work on the Project.
- F. In the event the City elects to utilize a Purchasing Agent Appointment agreement in conjunction with this contract, the Contractor will be required to execute such an agreement and perform in accordance therewith.
- 11. **Execution of Contract, Notice to Proceed:** Award of the contract will be made within the time specified after the opening of bids.

The bidder to whom award is made shall enter into a written contract for the Project with the City on the forms provided in the contract documents, furnish the required performance and labor and material bonds with proper surety and furnish the evidence of insurance as required, all within thirty (30) days of presentation of the prescribed forms to the bidder. If extenuating circumstances prevail, the City may grant an extension of time not exceeding five (5) days for the return of the contract, required bonds and evidence of insurance.

Within twenty (20) days after presentation by the bidder to the City, the City shall review the bonds, surety and evidence of insurance to ascertain whether they meet the requirements of the contract documents, and if such requirements have been met the City shall complete the execution of the contract.

A notice to proceed order will be issued by the City or its representatives within fifteen (15) days after final execution of the contract by the City. The Contractor shall begin work on the date specified in the Notice to Proceed.

- 12. Labor, Material and Performance Bonds: Within thirty (30) days after the prescribed forms have been presented, the successful bidder shall execute a performance bond with good and sufficient surety from a company duly authorized and qualified to make such bond in the State of Alabama, a performance bond made payable to the City of Tuscaloosa, with a penalty equal to 100 percent of the amount of the contract price and in addition thereto, another bond with good and sufficient surety by a surety company duly authorized and qualified to make such bond in the State of Alabama, payable to the City of Tuscaloosa, in an amount equal to 100 percent of the contract price with an obligation that such contractor shall promptly make payments to all persons supplying it or them with labor, materials or supplies for or in prosecution of the Project provided for in such contract and for the payment of reasonable attorneys fees incurred by any successful claimants or plaintiffs in civil actions on said bond, pursuant to the provisions of Ala. Code §39-1-1 (1975).
- 13. Surety and Insurer Qualifications: All certificates of insurance and bonds (furnished in connection with the work to be performed under this contract) shall be countersigned by a licensed agent residing and engaged in

doing business in the State of Alabama. The surety and insurer shall be licensed and authorized to do business in the State of Alabama. The surety companies on bonds shall be rated A- or better by A. M. BEST and listed on the United States Treasury Department 570 list.

- 14. Power-of-Attorney: The attorney-in-fact (resident agent) who executes the performance bond and/or payment bond on behalf of the surety must attach a notarized copy of his or her power-of-attorney as evidence of his authority to bind the surety of the date of execution of the bonds. Certification by a resident agent authorized to do business in Alabama is required.
- **15. Insurance:** The successful contractor shall file with the City, at the time of delivery of the signed contract, satisfactory evidence of insurance, the requirements as set forth in the contract agreement. Satisfactory evidence of insurance shall include at a minimum, the insurers standard "Certificate of Insurance" (modified pursuant to insurance requirements of the contract agreement) and the agents verification of insurance as required by Section 26. If the City deems that additional evidence or clarification, etc., of insurance is appropriate, the bidder shall promptly furnish the same to the City upon request.
- **16. Examination of Contract Documents and of the Site of the Project:** Before submitting a bid proposal for the Project, each bidder shall carefully examine the Contract Documents, including but not limited to plans, drawings, specifications, contract, etc., visit the site, and satisfy itself as to the nature and location of the Project, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, any other work being performed or proposed thereon at the time of submission of their bids. It shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Project for which they submit their proposals. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and visit and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction, all information concerning site and surface conditions.
- 17. Subsurface Reports: Prior to Bid opening, the City will make available to prospective Bidders, upon request, any information that it may have as to subsurface conditions and surface topography at the work site. Investigations of subsurface conditions were made for the purpose of study and design, and neither the City nor its consultants that performed such testing assume any responsibility whatsoever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, and are available only for the convenience of the Bidders. Such logs and reports represent only the opinion of the Engineer/Architect or Consultant as to the character of the materials encountered by him in his investigations of the test borings.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The City shall not be responsible for any interpretations or conclusions drawn from any subsurface exploration reports or borings. Each bidder is to base his bid upon his determination of the subsurface conditions and of the types and quantities or material to be encountered or needed. Additional tests or other exploratory operations may be made at no cost to the City.

- 18. Interpretation of Plans and Specifications: If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed contract documents, he may submit to the Engineer/Architect or Construction Manager, as the case may be, a written request for an interpretation thereof at least ten (10) days prior to bid opening. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by written addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City, Construction Manager or Engineer/Architect will not be responsible for any other explanations or interpretations of the proposed documents.
- **19. General Contractor's Permit or License:** The attention of all bidders is called to the provisions of the State law governing general contractors as set forth in Ala. Code §34-8-1 et seq. (1975), particularly in regard to the need for and evidence of a State general contractor's license. The provisions of said statute are adopted herein by reference and form a part of the Contract with the selected bidder should this Project be awarded.

Bidders are reminded that they will be governed by said statutes insofar as they are applicable. To summarize the above quoted statutes, Ala. Code §34-8-1, et seq. (1975) provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's permit or license, including specialty classifications for the work, as provided by the foregoing sections of the State Code, and rules and regulations promulgated pursuant thereto and that said bid may not be considered without evidence being produced that he is so qualified. Trade contractors must be duly licensed in accordance with applicable law. The City may not enter into a contract with a nonresident corporation that is not qualified under the State law to do business in Alabama.

Bidder <u>MUST</u> include with proposal contractor's current license number and a copy of the license. State law, Ala. Code §34-8-8(b) (1975) requires all bids to be rejected which do not contain general contractor's license number.

- **20. U. S. Products Preference:** The successful bidder (contractor) shall comply with Ala. Code §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the contractor in failing to utilize domestic products shall result in a downward adjustment in the contract price equal to any realized savings or benefit to the Contractor.
- 21. Use of Domestic Steel: The attention of all bidders and that of the successful bidder (contractor) is drawn to Ala. Code §39-3-4 (1975), requiring the use of steel produced within the United States for municipal construction projects when specifications in the construction contract require the use of steel and do not limit its supply to a sole source. This provision is subject to waiver if the procurement of domestic steel products becomes impractical as a result of national emergency, national strike or other causes. Violations of the use of domestic steel requirements shall result in a downward adjustment in the contract price to equal any savings or benefit to the Contractor.
- 22. In State Bidder Preference: Pursuant to Ala. Code §39-3-5 (1975), in the letting of public contracts in which municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidders' state awards contracts to Alabama contractors bidding under similar

circumstances; and resident contractors in Alabama, as defined in Ala. Code §39-2-12 (1975), be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of the domicile of the nonresident.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney-at-law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of a public contract.

- 23. Applicable Laws: Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, the use of domestic products, U.S. steel and resident labor, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects. Certain statutory requirements are summarized immediately hereinafter. The attention of all bidders is called to the fact that the work will be subject to compliance with all applicable City building and technical codes and will be subject, in addition to all other inspections, to inspection by a representative of the City of Tuscaloosa Building Inspections Department.
- 24. SRF/DWSRF Special Requirements. If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a loan or loans from the Alabama Department of Environmental Management (ADEM) through either a State Revolving Fund for Wastewater or Water (SRF or DWSRF, respectively), additional requirements for the Contractor exist (Requirements). These Requirements relate to Project objectives for utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE). The Contractor must document efforts made to utilize MBE/WBE firms and submit to ADEM, with a copy to the City within ten (10) days after contract execution, evidence of the positive steps in accordance with the requirements to utilize small minority and women businesses in the procurement of subcontracts.

Other Requirements relate to Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Affirmative Action Equal Opportunity Clause, Goals and Timetables, compliance with Occupational Safety and Health Act of 1970 and Section 107 of Contract Work Hours and Safety Standards Act (PL91-54) which are adopted herein by reference to the extent applicable.

For DWSRF and SRF funded projects, special requirements are also set forth in Supplemental General Conditions. If not attached to the contract documents, Contractors should contact the City representative and/or the City's consulting engineer for a copy of all special requirements and conditions.

- **25. Special Conditions for Federally Funded Contracts.** If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a grant from an agency of the United States Government, additional requirements for the Contractor exist. A summary of these requirements entitled, "Special Conditions for Federally funded Contracts," is attached hereto and made a part hereof. Bidder should contact the Engineer or City Representative to confirm the applicability of these requirements to the Project.
- **26. Agent's Verification of Insurance.** This form or a letter equivalent from the Insurance Agent should be submitted with each Contractor's Bid, or in the alternative, Contractor may provide a copy of the insurance policy or policies reflecting the coverages required herein.
- 27. Compliance with Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be

in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

- **28.** Compliance with Affordable Health Care Act. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.
- 29. Compliance with the City of Tuscaloosa Minority Enterprise / Disadvantage Business Enterprise (MBE/DBE/WBE) Policy for Public Works Projects Over \$50,000. The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law.

It is the intent of the City to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the City. Under this policy, the City of Tuscaloosa has established a goal of ten to twenty percent (10-20%) inclusion of minority and disadvantaged business enterprises for all services required to deliver City projects. In no case shall the stated percentage be the determining factor in contract awards. Rather, contractors must demonstrate a good faith effort to attain the desired percentage goal.

The Policy as adopted is entitled THE CITY OF TUSCALOOSA MINORITY ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE (MBE/DBE/WBE) POLICY FOR PUBLIC WORKS PROJECTS OVER \$50,000, and is attached hereto as "Exhibit A" (the "Policy"). Contractors are encouraged read the Policy in its entirety, and must follow the instructions contained therein. The Policy requires submission of various forms at specified times, and failure to do so may result in rejection of bid due to non-responsiveness. Contractors shall work in coordination with the City of Tuscaloosa's Department of Infrastructure and Public Services:

Contact information is as follows: Caramyl Drake Community Development Program Manager Infrastructure and Public Services—Administration City of Tuscaloosa Phone: (205) 248-5725 cdrake@tuscaloosa.com

Questions about Policy requirements should be directed to the City of Tuscaloosa Office of the City Attorney at 205-248-5140.

30. Compliance with Act 2016-312. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

[END INSTRUCTION TO BIDDERS—OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS SECTION THREE

PROPOSAL (BID)

(2021)

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

To:		
Address:		
Project Title:	AMI 2021 Meter Change-Out Project Ph	ase 1
File No.: <u>A21-0263</u>	Engineering Project No.:	
Trade:	The trade portion of the work for which	his Proposal is submitted is:
	N/A	(if applicable)
Trade Package No.:	N/A	
BIDDER: The name of		doing business at
	Street (ity State Zip
which is the address to	which all communications concerned with t	nis Proposal and with the Contract shall be sent.
Licensed, Class	, Alabama General Contractor No.:	(Attach Copy)
Alabama General Contr	actor Specialty	
Alabama General Contr	actor License Major Categories:	
(1)	(2)	
Bidder's contact person	for additional information on this Proposal:	
Name:		Telephone:
are hereby made part impacts resulting from s	(Bidder shall Insert No. of each Adder of the Contract Documents, and the Bidd aid addenda.	ne has received Addenda No's. Indum received) and agrees that all addenda issued are further agrees that his Proposal(s) includes al
are rendered, as herein		the work proposed under this Project, as services ocuments, upon the undersigned's own estimate o Dollars). (Amount written in words has precedence)
	additional sheets for additive or deductive a	

<u>UNIT PRICES</u>: Where the Project is bid in unit prices then Bidder agrees to perform the work in the stated quantities of the materials at the unit prices so bid, the cumulative total of which constitutes the base bid set forth below, and to accept as final payment for the work performed under this Project as herein specified the extension of each such unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

An unbalanced bid, as herein defined, may be considered non-responsive. A bid resulting in a substantial advance payment on an item that is for a single lump sum payment may be considered non responsive.

Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless a reasonable explanation is provided in writing with the bid and accepted by the Owner. Lump sum payments and unit price bids for a single or lump sum payment may be spread over the course of the period of work until the line item is complete at owner's option.

The Bidder's unit price for materials listed is as including the payment of taxes (See Page 3) where applicable: (Attach additional sheets if required)

	Material	Quantity	Unit Price	TOTAL
1.		USE PROVIDED BID S	CHEDULE	
2.				
3.				
		TOTAL BASE	BID \$	

SALES AND USE TAX SAVINGS ACCOUNTING:

Pursuant to State of Alabama Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES AND USE TAX
BASE BID:	\$
Additive Alternate (if applicable):	\$

Failure to provide an accounting of sales tax may render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

AS BILLI T DDAWINGS.	The Bidder's Proposal contains \$	for "as built drawings."
AS DUILT DRAWINGS.	THE BIGGETS Proposal Contains \$	IOI as built drawings.

BIDDER'S DECLARATION AND UNDERSTANDING: The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.

City Of Tuscaloosa

AMI 2021 Meter Change-Out Project, Phase 1

Bid Proposal



BASE BI	D ITEMS					
Item No.	Quantity	Size	Unit	Description	Unit Price	Total Price
1	1071	5/8"	Each	Exchange/replace, retrofit existing water meters, with provided (5/8") water meters of same size and "lay-length" at assigned service locations including installation and programing ITRON 100W+ Water Pit Encoder with connectors. This installation shall be a through the lid.		\$ -
2	349	3/4"	Each	Exchange/replace, retrofit existing water meters, with provided (5/8") water meters of same size and "lay-length" at assigned service locations including installation and programing ITRON 100W+ Water Pit Encoder with connectors. This installation shall be a through the lid.		\$ -
3	175	1"	Each	Exchange/replace, retrofit existing water meters, with provided (5/8") water meters of same size and "lay-length" at assigned service locations including installation and programing ITRON 100W+ Water Pit Encoder with connectors. This installation shall be a through the lid.		\$ -
5	150	Jumbo	Each	Meter boxes may be replaced on as-needed basis at the discretion of the utility with utility provided meter boxes.		\$ -
				Total Base Bid		\$ -

Respectfully Submitted:	Date:
Bidder:	
Signature:	
By:	
Title:	
AL Contractor's License No.:	
Address	
Phone:	

Attest:

The Bidder understands and agrees that if a Contract is awarded, the City may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the City.

The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME: The Bidder further agrees to begin work on the date stated in the Notice to Proceed and to fully complete the work, in all respects, within the time specified in the contract documents for completion.

EXPERIENCE OF BIDDER: Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

Name of Client		Telephone Number
Street		City
Facility	Size	Date
Name of Engineer/Arch	nitect /Engineering Firm	Telephone Number
Name of Client		Telephone Number
Name of Client Street		Telephone Number
	Size	

Street			City	
Facility	Size		Date	
Name of Engineer/Arch	itect/Engineering Firm		Telepho	ne Number
PERFORMANCE OF WORK his own forces (refer to the INS			nall perform at least 50	percent of the work with
SUBCONTRACTORS: Unless further certifies that if his bid is subcontracts for the following parts of the subcontracts for the subcontracts for the subcontracts for the subcontracts of the subcontracts of the subcontracts for the subcontract for the subcontr	accepted, the following			
Description of Work				
Name				
Street	,	City	State	Zip
Description of Work				
Name				
Street		City	State	Zip
Description of Work				
Name				
Street	,	City	State	Zip
Description of Work				
Name				
Street	,	City	State	Zip

Name of Client

Telephone Number

SURETY : If the Bidder is awarded a Performance Bond and Payment Bond		oposal, the Surety v	who provides the
			whose address is
Street	City	State	[,] Zip
Single Job Bond Limit	Aggregate Job Bond	Limit	
If Sole Proprietor or Partnership:			
IN WITNESS hereto the u, 20	indersigned has set his (its) han	d this day	of
	Signature of Bi	dder	
	Title		
If Corporation:			
IN WITNESS WHEREOF executed and its seal affixed b	the undersigned corpora y its duly authorized officers		
	Name of Corpo	ration	
(seal)	Ву		
	Title		
	Attest	Secretary	
		Secretary	
	* * * * * * * *		
The Bidder declares that he and in the Proposal are approximate be decreased, he also understands bid prices, and will make no claim fo determined upon completion of the ways.	and agrees that payment will be ranticipated profits for any decre	ncrease or decreas e made on actual q	se; and that should quantities puantities installed at the uni
Attached hereto is a (B	id Bond) or (Check) for the su	ım of	o coordin -
to the conditions under "Instructions"	to Bidders" and provisions therei		according

Dated this	day of		, 20	·	
		BY:			
			Title		

(NOTE) If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership it shall be signed by a partner. If signed by others, authority for signature shall be attached.

 $\hbox{[END OF BID PROPOSAL-OFFICE OF THE CITY ATTORNEY]}\\$

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA (2021)

KNOW	ALL MEN	BY THESE	PRESENTS,	that we	e, the	undersigne	ed,	
			as	Principal;	and			
			as as	Surety,	(NOTE:	If cashier'	's check draw	wn on an
Alabama Bank utiliz	zed in lieu of	corporate surety	y, attach check a	s required	by bid	documents	s) are hereby	held and
firmly bound unto th								
the sum of			·	·				_ Dollars
the sum of (\$) fc	r the payment of	which sum, well	and truly	to be ma	ade, the sa	id Principal a	nd Surety
hereby jointly and se	everally bind	ourselves, our h	eirs, executors, a	dministrat	ors, suc	cessors, ai	nd assigns.	
Bid (Proposal), atta following Project or Project: <u>AMI 2021 I</u>	portion there	of:		ter into a	contrac	t in writing	with the Cit	y, for the
Location:								
Architect or Enginee	er:							

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within thirty (30) days after the prescribed forms have been presented to Bidder for execution;

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

	pulates and agrees that the obligations of said Surety and its borension of the time within which the City may accept such Bid; are extension.	
IN WITNESS WHEREOF, the above-bor seals, this theday of party being hereto affixed and these presents duly its governing body.	nded parties have executed this instrument under their sever, 20 the name and corporate seal of each corpora signed by its undersigned representative, pursuant to authority	al te of
WITNESS:	PRINCIPAL:	
	(SEAL)	
	Ву:	_
	Title:	_
	Address:	_
	SURETY:	
	(SEAL)	
	(Business Address)	_
ATTEST:	By:	
	Title:Attorney in Fact	_
NOTE: Surety must be qualified and duly authorized	d to make bonds in the state. All Bonds and Sureties are subje	ct

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Tuscaloosa equal to 5% of the amount bid, but in no event more than \$10,000.00, in lieu of a Corporate Surety, under the same terms.

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FIVE CONTRACT AGREEMENT (2021)

THIS AGREEMENT made and entered into this	day of	, 20,	by and
between	, hereinafter sometimes calle	ed the CONTRACT	OR, as
party of the first part, and the CITY OF TUSCALOOSA,	Alabama, a Municipal Corporati	on, hereinafter som	netimes
called the CITY or OWNER, as party of the second part,	·		

W-I-T-N-E-S-S-E-T-H:

In consideration of the amounts herein named and of the mutual agreements and provisions herein contained, the Contractor and the City agree in regard to a public works project (hereinafter either the "work" or the "Project") as described in the Advertisement for Bids.

The Contractor will perform the work and/or construct the Project as well as furnish at his own cost and expense all labor, tools, equipment and transportation as are herein and in the Contract documents required to be furnished by the Contractor, and shall perform all the work in a manner and form required to construct the Project described in and shown on the contract documents as the same are hereinafter more specifically described and as provided by the plans, specifications and documents which are attached hereto and made a part hereof, as if fully set out herein and addenda together with all plans and drawings on file in the office specified below.

ARTICLE I. GENERALLY

A. Contract Documents: As used throughout the documents constituting the contract, the term "Contract Documents" shall mean and include the following: Advertisement for Bids, Addenda (if issued), the Instructions to Bidders, the Bid Proposal, the General Specifications, the Detail Specifications, Supplemental and Special Conditions (if attached), together with this Contract Agreement and any modifications, including change orders, if made, and the drawings, plans and profiles that are now on file in the office referred to in the advertisement, the Performance Bond and the Labor and Material Bond, executed by the Contractor in connection with this Contract and insurance requirements and certificates.

All such documents hereinabove enumerated are adopted herein by reference and constitute the Contract between the parties to the same extent as if each were set out in full in this agreement.

- B. Independent Contractor: The Contractor enters into this Contract with the City as an independent contractor and, as such, agrees that neither the City nor its officers, agents, employees or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Contract. The Contractor shall be solely responsible for controlling construction manner, means and techniques consistent with the contract documents, plans and specifications.
- C. **Order of Precedence:** Should there be a direct conflict between the various elements of the contract documents to the extent that the same cannot be reconciled to be read *in para materia*, then precedence shall be given the same in the following order:

- 1. Subsequent modifications (change orders or amendments) to contract agreement after execution
- 2. Addenda (if issued)
- 3. Supplemental general conditions and special conditions (if included)
- 4. The Contract Agreement
- 5. General and technical specifications
- 6. Large Scale Drawings (if included)
- 7. Enlarged Plans (if included)
- 8. Plans (if included)
- 9. Instructions to bidders
- 10. Advertisement for bids
- 11. Proposal (Bid)
- 12. Purchasing Agent Appointment Agreement (if utilized)

Where more than one document relates to the same matter if both can be given reasonable effect both are to be retained. Written specifications will take precedence over drawings.

D. Integration; Contract Terms and Construction:

- 1. <u>Integration</u>: This Agreement, together with all documents which constitute the "Contract Documents," constitute the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- 2. <u>Amendment in Writing</u>: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or change order, in writing, properly executed by all of the parties.
- 3. <u>Binding Effect</u>: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
- 4. <u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- 5. <u>Construction</u>: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
- 6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
- 7. <u>Governing Laws</u>: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.
- 8. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned either by the City or the design professional. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City or Engineer/Architect. Such user shall hold the City and Engineer/Architect harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

- E. **Rules of Construction:** For the purposes of this contract, except as otherwise expressly provided or unless the context otherwise requires:
 - 1. Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
 - 2. All references herein to designated "articles," "sections," and other subdivisions or to lettered exhibits are to the designated articles, sections and subdivisions hereof and the exhibits annexed hereto unless expressly otherwise designated in context. All article, section, other subdivision and exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect this agreement.
 - 3. The terms "include," "including," and similar terms shall be construed as if followed by the phase, "without being limited to".
 - 4. The terms "herein," "hereof," and "hereunder," and other words of similar import refer to this agreement as a whole and not to any particular article, section, other subdivision or exhibit.
 - 5. All recitals set forth in, and all exhibits to, this agreement are hereby incorporated in this agreement by reference.
 - 6. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
 - 7. All references in this agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
- F. Construction Manager Multiple Trade Contracts: If indicated in the Advertisement for Bids, the City has elected to engage the services of a Construction Manager for the work on this Project. If so, the same will be indicated in the bid packages and special supplemental conditions will be attached in regard to trade contracts. Contractor, as one of the multiple trade contractors on the Project shall adhere to all terms and conditions of the contract documents, particularly the supplemental conditions regarding multiple trade or multiple prime contractors. Any provision of the general conditions in direct conflict with the supplemental conditions is superseded to the extent of the conflict. If using a Construction Manager format, then this shall be a multiple trade or multiple prime contract agreement subject to the supervision and direction of a Construction Manager, in accordance with the terms and provisions of the Construction Manager's agreement with the City, which agreement is adopted herein by reference.
- G. Coordination of Plans, Specifications, etc.: The specifications, the plans, drawings and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. In case of discrepancy, figured dimensions shall govern.
- H. Corrections of Plans, etc.: Should any portions of the plans, specifications or drawings be obscure or in dispute, they shall be referred to the Engineer/Architect and he shall decide as to the true meaning and intent. The Engineer/Architect shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.
- I. Taxes and Charges: Except to the extent the City and the Contractor are utilizing a "Purchasing Agent Appointment 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.

- J. Shop Drawings and Submittals. The Contractor shall submit shop drawings, samples and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications to the Engineer/Architect and if there is no Engineer or Architect on the Project, to the City representative. The Contractor shall pay for or the cost may be withheld from payments to the Contractor for more than two (2) reviews of the shop drawings, samples or submittals or similar element of work by the Engineer, Architect or City representative.
- K. Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.
- L. Compliance with Affordable Health Care Act. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.
- M. Compliance with Act 2016-312. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ARTICLE II. PAYMENTS, CLAIMS AND CHARGES, ETC.

A.	Cont	tract	Pric	e:	The	City	will	pay	and	the	Conf	tractor	will	accept	in	full (consid	deratio	on for	the
perform	ance	of	the	wor	k/Pro	ject,	subj	ect	to	addition	ons	and	dedu	ctions	(incl	uding	but	not	limited	to
liquidate	ed	dan	nages	s)	as	ŗ	orovid	ed	in	the	cor	ntract	doc	uments	and	here	ein,	the	sum	of
																(\$)
and/or in unit prices as shown in Bidder's schedule for the base bid amount of \$,	being	the							
amount of the Contractor's bid as awarded by the City.																				

- B. **Estimated Quantities and Unit Prices:** If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Proposal are unit prices. The estimated quantities as stated in the Advertisement for Bids and in the Proposal and as indicated on the plans or in other places are approximate only, are subject either to increase or decrease and are only for the purpose of comparing on uniform basis the bids offered for the Project under this contract. The Contractor further agrees that should the quantities of any of the items of the work be increased, he will do the additional work at the unit prices set out in the Proposal and should the quantities be decreased, payment will be made on actual quantities at the unit prices and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.
- C. Overtime Work by Contractor: If the Contractor for his convenience and at his own expense should desire to carry on his work at night or outside regular hours, he shall submit written notice to the Engineer/Architect and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than 24 hours before such overtime work is started. The Contractor must obtain, through the Engineer/Architect, the City's approval for work at night, on Saturdays, Sundays or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

Overtime hours shall be considered any hours worked by the Contractor on Saturday, Sunday and legal holidays, which in the Engineer/Architect's opinion requires the Engineer/Architect's resident observers' presence to observe such overtime work. Overtime hours requiring the presence of City inspectors shall be considered any hours worked by the Contractor in excess of eight (8) hours during any working day and/or in excess of forty (40) hours

from Monday through Friday and/or any time on Saturday, Sunday or legal holiday. In general, it should be expected that the Engineer/Architect's resident observer(s) or City's inspectors will be present at all times that the Contractor is working.

If the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's resident inspector's salary plus costs for each hour of overtime work. Overtime shall be rounded up to the nearest whole hour. This amount shall include the inspector's salary at overtime rate, labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay and his vehicle and equipment. Payment to the City shall be made by a deduction from the Contractor's monthly payment invoice for any overtime worked.

D. Payments on Account/Payments Withheld/Retainage: Upon presentation of a verified application for payment, which shall include a "Contractor's Affidavit of Payment of Debts and Claims," AIA Form G706 or equivalent, then usually by the fifteenth (15th) day of each calendar month or as soon thereafter as is practical, as the Project progresses, the City shall make partial payments to the Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted or defective work. In making partial payments to the Contractor, there shall be retained five (5%) percent of the estimated amount of work done and value of materials stored on the site or suitably stored and insured off-site. Provided; however, after fifty (50%) percent of the Project has been satisfactorily completed, no further retainage will be withheld.

Retainage shall be held until final completion and acceptance of all work covered by the Contract Documents unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract Documents covering highways, bridges or similar structures, such period shall be considered a component part of the contract and retainage will be held until the expiration of such periods.

On completion and acceptance of each separate building, public work or other separately identifiable and complete division of the Project in regard to which a separate price has been stated in the Contract Documents or can be separately ascertained, payment may be made in full including retainage but less deductions. Provided; however, the City will not consider making such payment on any such item of work if it is an integral part of a complete project.

All materials and work covered by partial payments as provided for herein shall become the sole property of the City; provided, however, the Contractor shall not be relieved from the sole responsibility for the care and protection of materials and work upon which payments have been made and for the restoration of any damaged work.

The City may also withhold from time to time from payment to the Contractor such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or Engineer/Architect's observers or inspectors for contractors' overtime as herein provided, or for engineering or design services associated with Contractor initiated change orders or submittals in excess of that permitted herein. The Contractor hereby authorizes the City as its agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

1. Defective work.

- 2. Evidence indicating probable filing of claims by other parties against the Contractor.
- 3. Failure of the Contractor or subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs and supplies.
- 4. Damage to another contractor under separate contract with the City.
- 5. Assessment of liquidated damages.

When the above grounds are removed, applications for payment will then be verified and/or approved for amounts not previously verified and approved because of them.

The Contractor shall not attempt to withdraw at any time during the term of this contract or any extensions thereof, without the expressed written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof, pursuant to Ala. Code §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not elect to, attempt to or in any manner endeavor to withdraw such retained amounts.

E. Claims for Extra Cost: If the Contractor claims that any instructions by drawings or otherwise involve extra cost or any extension of time, he shall notify the City in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Project. Thereafter, the procedure shall be the same as that for change orders. No such claim shall be valid unless made in accordance with the terms of this section. There shall be no damages for delay.

Except as otherwise herein provided, no charge for any extra work will be allowed unless the same has been duly authorized in writing by the City and the price stated in such order.

F. **Differing Site Conditions:** If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed differing materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the Engineer/Architect in writing regarding such conditions but in no event later than forty-eight (48) hours after discovery of such conditions by the Contractor.

The written notice shall describe the conditions, and other pertinent information, in no event shall such notice be later than forty-eight (48) hours before such conditions are disturbed. Upon such notice, or upon such observation of conditions, the Engineer/Architect will promptly make such changes in the plans and/or Specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders or Claims for Extra Cost as set forth in the Contract documents.

G. Change Orders: Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; or, 4) Changes provided for in the original bidding and original Contract Documents as alternates; 5) Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and generally do not exceed 10 percent of the Contract Price, subject to Alabama Bid Law exceptions.

The Contractor or successful bidder is expected to complete the Project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order condition possibly exists in any given case during the performance of the contract, the Contractor shall promptly notify in writing the representative of the City and shall not implement such change until having notified the representative of the City. If the change is minor in the opinion of the representative of the City and does not involve, 1) an adjustment in the

contract sum or construction bid price, or 2) result in extension of the contract time, or 3) a material change in the contract scope of services, then the City representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written change order.

In the event the change order requested by the Contractor involves, 1) an increase in the contract sum or construction bid price, 2) extend the contract time, or 3) materially change the Contractor's scope of work or services, then the Contractor shall request a change order in writing and present the same to the City representative. The representative of the City, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the City shall then document the same, attach the same to the Contractor's request for a change order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute change orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a change order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

- H. **Determination of Adjustment of the Contract Sum:** The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods as determined by Owner:
 - 1. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor.
 - 2. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved, the total mark-up for the Contractor and a subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.
- I. Construction Schedule and Periodical Estimates: Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the City and Engineer/Architect and Construction Manager, a construction schedule in a form satisfactory to the City or Construction Manager, which may include CPM for all major trades, showing the proposed dates of commencement and completion of each of the various activities, of work required under the Contract documents, the interrelationship of each activity, sequences, resources for each and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (1) a detailed estimate giving a complete breakdown on the contract price and (2) periodical itemized estimates of the work done for the purpose of making partial payments, however the same will not be considered as fixing a basis for additions to or deductions from the contract price. Scheduling is particularly critical if Contractor is a trade contractor and adherence to the Construction Manager progress schedule is required.

NOTE: Depending upon the complexity of the work the City may require CPM or equivalent meeting all criteria above.

J. Sales and Use Tax Savings: Pursuant to the invitation for bids, sales and use taxes are not to be included in the bid. The project will be administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of

materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate sales and use tax saving must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder

ARTICLE III. TIME

A. Time for Completion/Delays: The Contractor hereby agrees to commence work under this contract on the date to be specified in a written "Notice to Proceed" of the Engineer/Architect or thirty (30) days from the date of contract execution if no notice is issued, and to fully complete the Project within 120 consecutive calendar days thereafter. If this is a trade contract, then the Contractor shall perform within the time periods and at the times as established by the Construction Manager's approved construction schedule for the project. The Contractor further agrees to pay to the City, liquidated damages for each consecutive calendar day thereafter as hereinafter provided. Time is of the essence and a material element to this agreement.

NOTE: When maintenance periods are included in the contract for highways, bridges or similar structures, such periods shall be considered component parts of the contract. To the extent the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.

Delay: If the Contractor is delayed at any time in the progress of work by any of the following causes, the Contractor may be entitled to a reasonable extension of time as determined by the City in which to complete the Project. Provided, however, no such delay nor the extension of time if granted shall be grounds for a claim by the Contractor for damages or for additional cost, expenses, overhead or profit or other compensation:

- 1. Fires, abnormal floods, tornadoes or other cataclysmic phenomenon of nature.
- 2. Strikes, embargoes, lockouts, war, acts of public enemy.
- 3. Change orders.
- 4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
- 5. Causes beyond the control of the Contractor.

Provided further, that the Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for herein. The City expressly disclaims any liability to Contractor for any cost, expense or damage caused by other contractors, subcontractors or suppliers, including those engaged by the City. The City shall not be liable for damages or cost to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

B. **Extensions of Time:** All written requests for extensions of time must be submitted to Engineer/Architect within ten (10) days after the occurrence of the cause for delay. The Engineer/Architect shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a change order.

For change orders requesting extensions of time due to rain, wind, flood or other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last ten (10) years with averages showing means and statistical deviations from mean averages to support request for extension.

No extension shall be made for delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are made as herein specified, which in the opinion of the Engineer/Architect will require additional time for execution of any work under the contract, then in that case, the time of the completion of the Project may be extended through change order. No extensions of time shall be given for any minor changes, alterations or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time. To the extent that the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.

C. Right of the City to Terminate Contract: If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the Engineer/Architect or fail to observe or perform any provisions of the Contract documents, or fail or neglect to promptly prosecute or perform the Project in accordance with the contract documents or otherwise be quilty of a substantial violation of any provision of the Contract documents, then the City may, on giving at least thirty (30) days' written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the site work and necessary or useful thereof. In the event of termination, the same shall not relieve the Contractor nor any of its sureties of their obligation pursuant to this agreement. In the event it becomes necessary for the City to maintain any legal action against the contractor, to enforce its rights herein, the Contractor shall pay the City all expenses associated therewith including a reasonable attorney's fee.

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit.

D. **Liquidated Damages:** Should the work under this contract not be completed within the time specified, scheduled or as extended, it is understood and agreed that there may be deducted by the City or Engineer/Architect from the partial and/or final payments to the Contractor or otherwise charged to the Contractor, a sum computed at the rate of Two Hundred Dollars (\$200.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the City/Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional delay or non-delay related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the City. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The City shall have the right to deduct such

damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE IV. WORK AND MATERIALS

A. **Cooperation of Contractor:** The Contractor shall have available on the job site, at all times, at least one (1) copy of the plans and specifications if prepared for the Project.

He shall give the Project the constant attention necessary to facilitate the progress thereof and shall cooperate with the City, Engineer/Architect and with other Contractors in every way possible. The Contractor shall at all times have a superintendent, capable of acting as his agent on the Project, who shall receive communications from the Engineer/Architect or his authorized representatives or the City's authorized representative. The superintendent shall have full authority to give and execute orders relating to the Project without delay and to promptly supply such tools, plant equipment, materials and labor as may be required.

The City reserves the right to utilize its own forces on the site or those of another contractor and to communicate through its representative directly with the Contractor.

B. Coordination - Trade Contractors: If the supplemental conditions are attached to these general conditions indicating that this Project involves the use of multiple trade or multiple prime contractors under the supervision and direction of a Construction Manager employed by the City, then each such trade contractor shall cooperate and coordinate its construction activities and operations with those of other trade contractors and other entities involved in the Project and included under different sections of the specifications that are dependent upon each other in any manner for proper and correct installation, connection and operation, to assure efficient, prompt, orderly and proper installation of each part of the Project.

When utilizing trade contractors and/or multiple prime contractors under the supervision of Construction Manager cooperation and coordination of activities is extremely important. Refer to the provisions of the supplemental conditions for detailed requirements.

- C. **Superintendence:** The Contractor shall assign to and keep at the Project site competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall be an employee of the Contractor and shall have complete authority to represent, to receive notice for, and to act for the Contractor. The Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of supervisory personnel. The Engineer/Architect shall be notified in writing prior to any change in superintendent assignment. Using his best skill and attention, the Contractor shall give efficient supervision to the Project. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, for providing adequate safety precautions, and for coordinating all portions of the Project under the Contract. It is specifically understood and agreed that neither the Engineer/Architect nor the City shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, or procedures, or for providing adequate safety precautions in connection with the Project under the Contract.
- D. Contractor's Tools and Equipment: The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the Project.
- E. **Furnishing Labor and Equipment:** The Contractor shall furnish and pay for all equipment, labor and supervision, and all such materials as required to be furnished in the Notice to Bidders and as may other-wise be necessary to the completion of the Project and the operation of each construction crew required.

- F. **Employees:** The Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe improper manner, such person shall promptly be removed from the Project by the Contractor.
- G. **Materials and Appliances:** Unless otherwise stipulated, the Contractor shall provide and pay for all other materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the Project.

The Contractor warrants to the City and the Engineer/Architect that, unless otherwise specified, all materials and equipment furnished under this contract shall be new, and both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract Documents. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. In selecting and/or approving equipment for installation in the Project, neither the City nor Engineer/Architect assume responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the Engineer/Architect; reconditioning and/or repairing material and/or equipment is not acceptable.

H. Asbestos and Hazardous Materials: Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the contractor should pay particular attention to avoid the presence of asbestos incorporated therein include, but are not limited to the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation and preassembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit in the form as attached hereto prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

I. Protection of Work and Property: The Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard and protect his own work from damage, and safely guard and protect private, commercial, industrial, the City's and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

The Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the Engineer/Architect, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment, stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved, as above required, that may be destroyed or damaged.

The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state or municipal laws and regulations or local conditions.

The Contractor shall comply with local and state regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the operation of other facilities.

The Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of his work or the work of any other contractor.

Necessary crossings of curbings, sidewalks, roadways or parkways shall be protected against damage and any damage shall be repaired by or at the expense of the Contractor.

The Contractor shall not place upon the Project or any part thereof, loads inconsistent with the design or safety of that portion of the Project.

The Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles and all individuals having private property in the closed area. The Contractor shall notify at least 24 hours in advance the Fire, Police, and Transportation Departments having local jurisdiction, the Owner and any other individuals, businesses, or agencies that may be affected.

J. **Protection of Existing Utilities**. Contractor shall be responsible for any damage to existing structures or the interruption of any utility services which shall be repaired or restored promptly by and at the expense of the Contractor.

To that extent, the Contractor shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the work. The Contractor shall be exclusively responsible to the utility owner for any and all damages to the various utilities caused by the Contractor's actions or lack of actions to adequately protect the same.

The Contractor shall determine the exact location of all existing utilities before commencing work and agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. The Contractor shall be solely and directly responsible to the utility owner for any and all damages to the various utilities, caused by the Contractor's actions or lack of actions to adequately protect such utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering and protecting underground and/or overhead utilities is included within the Contractor's bid price for various other items of work.

The Contractor shall maintain all storm sewers, drains and/or ditches so that flow is not disturbed or impeded. The Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping and other facilities, from damage during the testing, and flushing.

K. **Limiting Exposures:** The Contractor shall prosecute the work on the Project to insure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

Excessive static or dynamic loading Excessive internal or external pressures Excessively high or low temperatures

Thermal shock

Excessively high or low humidity Air contamination or pollution

Water or ice Solvents Chemicals Light Puncture

Abrasions Heavy traffic

Soiling, staining and corrosion

Bacteria

Rodent and insect infestation

Combustion
Electrical Current
High speed operation
Improper lubrication

Unusual wear or other misuse

Contact between incompatible materials

Destructive Testing Misalignment

Excessive weathering Unprotected storage

Improper shipping or handling

Theft Vandalism

The Contractor shall minimize dust and air pollution through the use of water or other devices, require the use of properly operating combustion emission control devices and by encouraging the shutdown of construction vehicles when not in use.

L. **Safety:** The completed Project shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items as may be appropriate or required by law. Further, any feature of the Project (including City-furnished or City-selected equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

In selecting and/or accepting equipment for installation in the Project, neither the City nor Engineer/Architect assume responsibility for any personal injury, property damage, or any other damages or claims resulting from failure of the equipment to comply with applicable safety codes or requirements, or the safety requirements of a recognized agency, or failure due to manufacturer's faulty design concepts, or defective workmanship and materials. The Contractor shall indemnify and hold the City, Program Coordinator, and Engineer/Architect harmless against any and all liability, claims, suits, damages, costs, or expenses without limitation arising out of the installation or use of such equipment.

The Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including but by no means limited to the public, site personnel, visitors, or employees) and property during the Contract period. The contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials (federal, state, county and local) and representatives of the Owner.

M. **Traffic Control:** The Contractor shall be responsible for traffic control, including plan and devices to the extent the same is required due to work in, upon or in proximity to public right-of-way, streets, roads or vehicular traffic. The traffic control plan and all traffic control devices shall conform at a minimum to the <u>Manual on Uniform Traffic Control Devices for Streets and Highways</u>, Latest Edition, Federal Highway Administration. A copy of which is on file in the office of the City of Tuscaloosa Director of the Department of Transportation for examination. Copies may be obtained from the Alabama Department of Transportation. Should the appropriate public authority determine a greater degree of traffic control is required, then the Contractor shall promptly provide same. The Contractor shall submit a plan to the City Engineer for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including but not limited to those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control and erosion control is of paramount importance during the construction of this Project and the terms and conditions in the contract documents in regard to these matters must be strictly adhered to.

- N. Responsibility to Act in Emergency: In case of an emergency which threatens loss or damage to property, and/or safety, the Contractor shall act, without previous instructions from the City or Engineer/Architect, as the situation may warrant. The Contractor shall notify the Engineer/Architect thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the City through the Engineer/Architect. The claim will be handled in accordance with the provisions for extra work. However, if the emergency is created or aggravated by the Contractor, he shall be liable for the resulting damages. If the Contractor fails to take necessary action as required by such an emergency, the City may assign another Contractor or use his own forces to perform the emergency work. Costs or damages arising from the failure of the Contractor to act in an emergency may be deducted from the Contractor's request for payment.
- O. **Sanitary Regulations:** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer/Architect. Their use shall be strictly enforced. In the Construction Manager format, the City may provide sanitary accommodations through the Construction Manager.

P. **Cutting, Patching, etc.:** Unless otherwise stated in the contract documents, the Contractor shall do all necessary cutting, fitting and patching of the Project that may be required to properly receive the work, to make its several parts join together properly, receive and provide for the work of various trades, and be received by the work of other contractors, or as required by drawings and specifications to complete the Project. After such cutting, he shall replace or restore or repair and make good all defective or patched work as required by the Engineer/Architect. He shall not cut, excavate or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Provisions for openings, holes and clearances through walls, beams, floors, ceilings and partitions shall be made and checked by the Contractor and/or his subcontractor in advance of constructing such parts of the Project and unnecessary, superfluous or dangerous cutting shall be avoided.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe, plus its installation to provide free movement.

Under no condition shall structural, framing or other parts or members subjected to computed stress be cut or disturbed without the approval of the Engineer/Architect. Any plates, studs or joists, and/or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in Supplemental Conditions, all road crossings and/or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

The Contractor will replace at his own expense, all pipe and accessories that may be broken, damaged, stolen or lost and all materials that may become damaged, lost, stolen or misused.

The Engineer/Architect's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

- Q. **Trailers:** With the approval of the City or Engineer/Architect, the Contractor may park trailers or other structures for housing men, tools, machinery and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.
- R. **Construction Staking:** If necessary, the Engineer or the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified Engineer or land surveyor to replace and/or reestablish in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the Owner's representative.

S. **Periodic Cleanup**: The Contractor shall periodically, at least weekly, or as requested during the progress of the Project, clean up and remove from the premises, all refuse, rubbish, scrap materials and debris caused by its employees or its subcontractors resulting from its work, to the end that all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Before the Project is considered as complete, all rubbish created by or in connection with the construction must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams or waterways.

Contractor shall periodically wet down dry materials and rubbish to lay dust and prevent blowing dust; and shall provide adequate and approved containers for collection and disposal of waste material, debris and rubbish, removing grease, dust, dirt, stains, labels, fingerprints and other foreign materials from exposed and semi-exposed surfaces.

T. **Termite Control.** If the Project involves construction of a building or if otherwise specifically required by the City, then the Contractor shall provide soil treatment for termite control under all interior slabs on grade and foundation walls, and as herein specified. Contractor shall also comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application and shall engage a professional pest control operator, licensed in accordance with regulations of governing authorities for application of soil treatment solution and doing business in the state where the Project is located for a minimum of five (5) years.

Contractor shall not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations. To insure penetration, the soil treatment will not be applied to frozen or excessively wet soils or during inclement weather. Contractor shall comply with all handling and application instructions of the soil toxicant manufacturer. The type of materials to be used for soil poisoning shall first be submitted to the City for approval.

The soil treatment solution shall be an emulsible concentrate insecticide for dilution with water, specially formulated to prevent infestation by termites. Fuel oil will not be permitted as a dilutant.

Contractor shall strictly comply with the Environmental Protection Agency's (EPA) rules and regulations governing chemicals and their use. Only soil treatment solutions which are not injurious to planting shall be used. Other solutions may be used as recommended by Applicator when acceptable to the EPA, local governing authorities, and the Engineer/Architect.

Contractor shall comply with the following requirements when applying the soil treatment solution:

 Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs if recommended by toxicant manufacturer.

- 2. Under slab-on-grade structures, treat soil before concrete slabs are placed using either power sprayer or tank type garden sprayer.
 - (A) Apply 4-gallons of chemical solution per 10 linear feet to soil in critical areas under slab, including entire inside perimeter inside of foundation walls, along both sides at interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footings.
 - (B) Apply one gallon of chemical solution per 10 sq. ft. as an overall treatment under slab and attached slab areas where fill is soil or unwashed gravel. Apply 1-1/2 gallons of chemical solution to areas where fill is washed gravel or other coarse absorbent material.
 - (C) Apply 4 gallons of chemical solution per 10 linear feet of trench for each foot of depth from grade to footing, along outside edge of building. Dig a trench 6" to 8" wide along outside of foundation to a depth of not less than 12". Punch holes to top of footing at not more than 12" o.c. and apply chemical solution. Mix chemical solution with the soil as it is being replaced in trench.
- 3. Post signs in areas of application warning workers that soil poisoning has been applied. Remove signs when areas are covered by other construction.
- 4. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

U. Erosion Control.

- 1. To the extent there has been issued by the City Engineer a land development permit in accordance with applicable ordinances, the Contractor shall conform to and abide by all terms and conditions of such permit.
- Erosion control measures shall be performed on all disturbed areas in accordance with the Construction Best Management Practices Plan (CBMPP) included in the Notice of Intent for coverage under ALR1000000. The CONTRACTOR will perform all erosion control measures necessary to prevent silt and soil from leaving construction area and entering private property or the "Waters of the State." Erosion control measures shall be in strict accordance with Alabama Law.
- In accordance with the CBMPP, temporary erosion control work shall involve the construction of temporary berms, dikes, drains, fences, dams, etc. with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving rights-of-way and entering private property or from washing into drainage structures located on State or County rights-of-way. CONTRACTOR shall mow grassed areas as required during the construction phase of the contract.
- 4. Erosion control measures shall be maintained by the CONTRACTOR through the warranty period of the contract. If additional measures are required to correct problems which might occur, these shall be performed by the CONTRACTOR at no additional cost to the OWNER.
- 5. Materials used for erosion control measures shall be in accordance with the Alabama Handbook and the CBMPP shall include hay bales, sandbags, silt fencing rip rap, crushed stone, mulch or other materials necessary in order to accomplish erosion control.
- V. Wastewater Containment and Management Plan. In accordance with ADEM Consent Order, NPDES permit NO. AL0022713, Tuscaloosa WWTP, Tuscaloosa County (125) dated September 8, 2009 and the "City of Tuscaloosa, Water and Sewer Department Engineering Report and Compliance Plan", December 2009; to the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure and/or to any City sanitary sewer assets the Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into

the environment or creating the necessity of a State required sanitary sewer overflow report. The Plan shall be submitted by the Contractor to the Office of City Engineer for review and approval before commencing any construction activity. The City Engineer may waive the requirement of submitting a Plan if he/ she determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or creating the potential for the necessity of a State required sanitary sewer overflow report.

W. Environmental Clause/Covenant. Contractor shall not allow any toxic, hazardous or contaminated substances or gases (including, but not limited to, asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included under or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulations, contamination, clean-up or disclosure such as, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act (42 U.S.C. Sec. 7401 et seg.); the Clean Water Act (33 U.S.C. §1251 et seg.); the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and the Toxic Substances Control Act (42 U.S.C. §2601 et seg.) or state environmental clean-up or disclosure acts and statutes as all such acts and statutes exist now or are hereafter amended (such acts and statutes referred to herein as "Environmental Laws")(such substances or gases referred to herein as 'Hazardous Substances') to be stored, located, or discharged on the premises without specific prior written consent of the City. Contractor shall comply with all Environmental Laws affecting the premises. Contractor covenants to hold the City, its officers, agents and employees harmless from and against any loss, costs, damage or expenses (including attorney's fees and expenses) arising out of the presence of Hazardous Substances (as hereinbefore described) on or about the premises or the violation of any Environmental Laws with respect thereto, the occurrence of which Hazardous Substances on the premises or the violation of any Environmental Laws shall have arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees and employees. This indemnity shall survive the termination of this contract and shall inure to the benefit of the City of Tuscaloosa, its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY, ETC.

A. Contractor's Insurance (Generally):

1. <u>Insurance Required</u>. The Contractor shall not commence work under this contract until it has obtained all insurance required by the Contract documents and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations or duties to the City pursuant to this contract.

- 2. <u>Additional Insurance</u>. The Contractor shall have an insurance professional review the Contractor's activities in regard to the performance of this contract and the Contractor shall obtain any further or additional insurance or greater limits as recommended by the insurance professional.
- 3. <u>Insurance Limits</u>. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.

- 4. <u>Subcontractors</u>. The Contractor shall require all subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the contract including any extensions of the term.
- 5. <u>City's Right to Review Coverage</u>. The City shall have the right to inspect and approve Contractor's insurance coverage herein required. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
- 6. <u>Waiver of Subrogation</u>. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
- 7. <u>City as Additional Insured.</u> The City shall be named as additional insured, for ongoing and completed operations for up to two (2) years, on the Contractor's and any subcontractor's policies for any claims arising out of work performed under this Contract. The Contractor shall provide the City with a Certificate of Insurance naming the City as an additional insured using ISO for CG 2010 1185 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 07 04 or CG 20 33 07 04 and CG 20 37 07 04 (or a substitute or ISO form providing equivalent coverage) naming the City as an additional insured, giving all parties a 30 day notice of cancellation or intent not to renew the insurance, a waiver of subrogation and list any and all exclusions. The coverage available to the City as an additional insured shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate applicable to the project,), \$2,000,000 Products/completed Operations Aggregate, and \$1,000,000 Personal and Advertising injury limits. Additional insured coverage shall apply as primary, non-contributory, insurance with any other insurance afforded to the City and the Contractor.
- 8. <u>Elevators, Hoist and Cranes</u>. If the Contractor or a subcontractor will utilize in connection with the performance of the work pursuant to this contract an elevator, material hoist, crane or other equipment, or conveyor, then the Contractor shall take out and maintain or require the subcontractor to take out and maintain insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors resulting from the operation of such elevator, material hoist, crane or other equipment, or conveyor.

B. Insurance:

1. <u>Workmen's Compensation Insurance</u>: The Contractor shall take out and maintain during the term or any extensions of this contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed at the site of the Project or off-sites related to the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Water or Navigational Exposure; Where work under this contract may trigger the requirement for Federal Longshoreman's and Harbor worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same if required.

- 2. <u>Comprehensive Automobile and Vehicle Liability Insurance</u>: The Contractor shall maintain during the term or any extensions of this contract, comprehensive automobile and vehicle liability insurance. The limits of liability shall not be less than \$1,000,000 combined single limit or equivalent.
- 3. <u>Commercial General Liability Insurance</u>: The Contractor shall maintain during the term or any extensions of this contract, Commercial General Liability Insurance, including officers, agents and employees. The limits of liability shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate applicable to the project), \$2,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury Limits Combined Single Limit or equivalent.
- 4. <u>Owner's Protective Insurance</u>: For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence. Provided; however, the City may require such insurance on projects of lesser amount if an insurance limit amount is stated herein.
- 5. <u>Umbrella Excess Liability Over Primary Insurance</u>: The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be as follows:

Each Occurrence \$ <u>5,000,000.00</u>
Aggregate \$ <u>5,000,000.00</u>

The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc.

- 6. <u>Miscellaneous Insurance</u>: The Contractor shall provide whatever insurance may be required of the City or the Contractor by permits or agreements, etc., with the railroad, highways, or other utilities. The Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. The Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits or easements or in greater amounts if higher limits are appropriate or required elsewhere. The Contractor shall bear the cost of all required insurance and shall include in his bid a sufficient amount to cover the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
- 7. <u>Builders Risk All Risk Insurance</u>: To the extent applicable to the Project, the Contractor shall secure and maintain during the life of this Contract, Builder Risk All Risk Insurance coverage for 100 percent of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.

If this is a trade contract under a construction manager format, the provisions of this subsection shall not apply.

- 8. <u>Proof of Carriage of Insurance</u>: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the City elects in the form of a policy. Insurance shall be in a form satisfactory to the City.
 - (A) The Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the Owner (City of Tuscaloosa), its officers, agents and employees, as additional insured's for any claims arising out of work performed under this contract.
 - (B) The Contractor's insurance endorsing the Owner and others as additional insured's shall be "primary" and non contributory as to such endorsed insured's.
 - (C) Cancellation: The certificate and policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or any change in the insurance coverage.
 - (D) There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, employees and Program Coordinator.
 - (E) There shall be a statement that full aggregate limits apply per job or contract.
 - (F) Agents verification of Contractor's insurance on form provided by the City or equivalent.
 - (G) Insurance shall contain no exclusions for x, c or u.
 - (H) Full aggregate limits must apply per job or contract.
- C. **No Personal Liability of Public Officials:** In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.
- D. **Indemnity:** To the maximum extent permitted by law, the Contractor shall save harmless, indemnify and defend the City, its officers, agents and employees from and against any and all claims and losses, cost, expense or liability including attorney's fees and litigation costs caused by, arising out of, resulting from, or occurring in connection with the performance of the work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents or employees excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Tuscaloosa for any sewage or contaminate discharged or Wetlands regulations violation as a result of or arising out of the work by the Contractor pursuant to this agreement.

- E. Errors and Omissions. The Contractor does agree to release and hold harmless the City of Tuscaloosa or any of its officers, agents and employees and its Program Coordinator from any damages claimed by the Contractor or subcontractors resulting from or attributable in whole or in part to, errors in or omissions of the plans and specifications, including final drawings of the Engineer/Architect or other design professionals. As to plans, specifications or designs prepared by independent design professionals, the parties agree that any City review or approval thereof was only for overall suitability, maintenance and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.
- F. Exclusion of Contractor Claims: In performing its obligations, the Engineer/Architect and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, agents and program coordinator for any claim arising out of, in connection with, or resulting from the Engineering services

performed or required to be performed where such services are performed in good faith to protect the City or the Public.

- G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project for its faithful performance shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the work or the surety ceases to do business by agent in Tuscaloosa County, Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.
- H. Changes. When changes in the scope of work by written order or change orders aggregate in amount equal to 10 percent of the total contract, including the change order or change orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Generally: The Contractor shall furnish the Engineer/Architect and/or the City's observer with every reasonable facility for ascertaining whether or not the work performed is in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done without suitable inspection by the Engineer/Architect's Inspector or the City's observer. Payment for work or failure to reject any defective work shall not in any way prevent later rejection when such defect is discovered, nor obligate the City to final acceptance. All work done when not in accordance with the Plans, specifications and contract will be rejected and, without cost to the City, shall immediately be removed and other work done in accordance therewith by the Contractor. If the Contractor fails to remove the work as above ordered, then the Engineer/Architect shall have the right and authority to stop the Contractor and his work at once and the City may correct the work as herein provided at the cost and expense of the Contractor.

Inspection is not acceptance and shall not constitute acceptance by the City.

The work shall also be subject to inspection by representatives of the City of Tuscaloosa Building Inspection Department.

B. **Observation of the Project:** The Engineer/Architect, the City and its observers, agents, any agency having jurisdiction, and their representatives shall have access at all times to the Project for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. The City or the Engineer/Architect may appoint or assign observers, with designated duties and restricted authority, to inspect the Project as may be directed, or to make special observations requested in advance by the Contractor, and to report progress of the Project, and manner of procedure, quality of the material and workmanship, and compliance with the Contract Documents.

Inspection or observation is not acceptance and shall not constitute acceptance by the City.

All materials, workmanship, equipment, processes of manufacture, and methods of construction, shall be subject to inspection, examination, and test by such persons at any and all places where such manufacture and/or construction are being carried on. The Engineer/Architect shall have the right to reject material, workmanship and/or equipment that are defective or otherwise not in accordance with the drawings and Specifications and require its correction by the Contractor. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be

satisfactorily replaced with proper material by the Contractor without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Provided; however, neither the presence or absence of such observers nor the giving or failure to give such advice, direction or instruction shall in any manner relieve the Contractor from any contract requirement.

Upon rejection of material and/or workmanship by the Engineer/Architect or the City, there may be occasion where such deficiencies may be corrected more economically and timely through modification of the design versus removal and replacement. In such instances, the Engineer/Architect shall provide design services on behalf of the City necessary for analysis and correction of the rejected work. Costs associated with hourly fees for these professional services shall be paid by the City and deducted from payment to the Contractor based on the actual costs incurred. Prior to beginning any analysis and accrual of associated professional service fees, the Engineer/Architect shall provide the Contractor and City notice in writing of the intent to begin, summary of the scope of work, estimated time to complete, and estimated total fees. Any costs associated with corrective work performed by the Contractor to remedy such deficiencies shall be the sole responsibility of the Contractor.

Neither the City observers nor the Engineer/Architect, will be authorized to revoke, alter, relax, or waive any requirements of the Contract Documents; to issue instructions contrary to the drawings and Specifications; nor shall they supervise and direct work for the Contractor, nor unreasonably interfere with the Contractor's operations beyond the extent necessary to make certain that the Project is being carried out according to the contract requirements.

Any advice which they may give the Contractor shall not be construed as binding the City in any way, nor as releasing the Contractor from any of the contract requirements.

If the Contractor considers any work demanded of it to be outside the contract requirements, or any ruling of the Engineer/Architect or an inspector to be unfair, it may immediately, upon such work being demanded or ruling made, request written instructions from the Engineer/Architect, or inspector, or within ten days file an appeal to the Engineer/Architect or the City, stating clearly and in detail the basis of its objections. However, pending the decision on such appeal no work shall be done in disregard of the rulings of the Engineer/Architect or inspector or his instructions on items of work affected by such appeal.

The Contractor shall furnish promptly, without extra compensation, all reasonable facilities, labor, and material necessary for safe and convenient access, inspection, and tests that may be required by the Engineer/Architect.

C. **Authority and Duties of Observers:** If City or consultant inspectors, whether for the Engineer/Architect or Construction Manager, are being utilized, they shall be authorized and permitted to inspect all work done. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall have authority to call the attention of the Contractor to failure of the work to conform to the specifications and Contract. He may suspend the Project until any questions at issue can be referred to and decided by the Engineer/Architect or the City.

Neither the Engineer/Architect, Inspector, the City or other representatives for the City shall be responsible in any way for construction means, methods or techniques, nor for the safety of the construction work, progress, or employees of the Contractor or any subcontractors, except as set forth in the Construction Manager contract, if applicable.

The presence of the Inspector shall not in any manner lessen the responsibility of the Contractor pursuant to this agreement.

D. **Defective Work/Correction of Work by the City:** The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract and defective work shall be made good, notwithstanding that such work has been previously inspected by the Engineer/Architect and accepted or estimated for payment. The failure of the Engineer/Architect or inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from

recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of one year from date of final payment.

Upon failure and/or neglect by the Contractor to promptly prosecute or perform the work in accordance with the contract documents, including any requirements with respect to the construction schedule, plans or specifications, the City may, without prejudice to any other remedy it may have, correct such deficiencies and may deduct the actual cost thereof from payment, then or thereafter due to the Contractor.

- E. **Disagreement:** Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character, or acceptability or nature of the several kinds of work, or construction thereof, the decision of the Engineer/Architect shall be final and conclusive and binding on the Contractor.
- F. **Stop Work Orders:** During unseasonable weather all work must stop when the Engineer/Architect so directs and all work must be suitably protected by Contractor at all times. However, the Engineer/Architect shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.
- G. **Progress Meetings:** The Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City or Engineer/Architect. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site.

The Contractor or designated representative, the Contractor's Superintendent, all subcontractors, engineers, inspectors, and the City's representative shall attend.

The Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the Engineer/Architect and the City's representative before the next scheduled meeting.

If a trade contract, progress meetings will be conducted by the Construction Manager, who will keep minutes. All trade contractors shall attend unless excused by the Construction Manager.

ARTICLE VII. PROJECT COMPLETION

A. **Substantial Completion:** "Substantial completion" shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the Engineer/Architect's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the work for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble-free operation in a "fully automatic" manner acceptable to the City and Engineer/Architect and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date.

When the Contractor considers that the Project, or where acceptable to the City, a designated portion thereof is substantially complete, the Contractor shall prepare and submit to the Engineer/Architect a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. After inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the Engineer/Architect may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining work, including any remaining performance or acceptance testing, within the specified

time and in full compliance with the Contract Documents. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project covered by the written Notice of Substantial Completion.

B. **Final Inspection:** Upon notice from the Contractor that its work is complete, the Engineer/Architect and/or other representatives of the City shall make a final inspection of the work or Project and conduct test or tests if applicable. The Engineer/Architect shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and contract documents, as well as any defects he may discover (punch list). The Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the Engineer/Architect.

Upon completion of all such repairs in a satisfactory manner, and when the Engineer/Architect has determined that the work or Project is acceptable under the contract, including this provision and after publication of final completion and all other requirements of final payment as provided for in this agreement, then he shall issue a final certificate of payment to the City stating that the balance is due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the contract documents. In recommending to the City that it make such final payment to the Contractor, the Engineer/Architect shall also issue a certificate of final acceptance wherein he shall recommend to the City that it accept the Project and/or work as final and complete pursuant to the contract documents.

Verification, approval, inspection, final inspection, issuance of final acceptance, issuance of final certificate of payment, action or approval by the City upon the final certificate of payment or final acceptance shall not in any way relieve the Contractor of responsibility for faulty materials or workmanship.

All warranty or guarantee periods shall commence and start to run from the date of substantial completion.

- C. "As Built" Drawings: Unless waived by the City representative, the Contractor must provide to the City a set of "as built" drawings acceptable to the City as a component part of the Project prior to final payment.
- D. **Final Cleanup:** Before final completion and final acceptance, the Contractor shall remove from the City's property or rights-of-ways and from all public and private property, all tools, scaffolding, false work, temporary structures and/or utilities, including the foundations thereof (except such as the City permits in writing to remain); rubbish and waste materials resulting from its operation or caused by its employees; and shall remove all surplus materials, leaving the site clean and true to line and grade, and the Project in a safe and clean condition ready for use and operation. In addition to the above, the Contractor shall be responsible for the following special cleaning for all trades as the Project shall have been completed:
 - 1. Cleaning of all painted, enameled, stained or baked enamel work: removal of all marks, stains, fingerprints and splatters from such surfaces.
 - 2. Cleaning of all glass: cleaning and removing of all stickers, labels, stains and paint from all glass and the washing and polishing of the same on interior and exterior.
 - 3. Cleaning or polishing of all hardware.
 - 4. Cleaning all tile, floor finishing of all kinds; removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Engineer/Architect.
 - 5. Cleaning of all manufactured articles, materials, fixtures, appliances and equipment; removal of all stickers, rust stains, labels (except instructional and/or safety labels) and temporary covers and cleaning and conditioning of all manufactured articles, materials, fixtures, appliances, electrical, heating and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Engineer/Architect; blowing out or flushing out of all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers,

similar features; and freeing identification plates on all equipment or excess paint and the polishing thereof.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the Engineer/Architect, he may cause the work to be done and deduct the cost thereof from the contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. **Notice of Completion:** The Contractor shall, immediately after the completion of the Project and acceptance by the Owner as provided for herein, give notice as required by Ala. Code §39-1-1(f) by an advertisement in some newspaper of general circulation published within the city or county wherein the Project has been done for a period of four (4) successive weeks. The advertisement shall advise interested parties to contact both the Contractor and the specific City representative. The City's representative shall be named along with his proper mailing address. In no instance shall a final payment be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of said notice shall be made by the Contractor to the City of Tuscaloosa by affidavit of the Publisher and a printed copy of the notice published.

Provided, however, that the requirements hereinabove stated for notice and advertisement shall not apply to contractors performing contracts of less than Fifty Thousand Dollars (\$50,000.00) in amount and the governing body of the City of Tuscaloosa so as to expedite final payment, shall cause notice of final completion of such contract to be published one time in Tuscaloosa County and shall post notice of final completion on the City of Tuscaloosa's bulletin board for one (1) week and shall require the Contractor to certify under oath that all bills have been paid in full. Final settlement with such Contractor may be made at any time after the notice shall have been posted for one (1) entire week.

NOTE: When maintenance periods are included in the contract for highways, bridges or similar structures, such periods shall be considered component parts of the contract.

- F. **Final Payment:** Upon completion of the Project by the Contractor and acceptance by the City's representatives of all work required of the Contractor for the Project, but not until thirty (30) days after completion of the notice, the amount due the Contractor pursuant to the Contract Documents shall be paid upon the presentation by the Contractor to the City's representative of the following:
 - 1. A properly executed and duly certified voucher for payment, verified by architect, engineer or other City representative, including therewith evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
 - A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the contract, on the form attached, duly executed by the Contractor and with the consent of the surety. The Contractor may specifically except claims of the Contractor from the operation of the release if specifically excepted therefrom in stated amounts and the reason therefor.
 - The Contractor may with the consent of the City representative, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
 - 3. Proof of publication of notice of completion including affidavit of publisher and a printed copy of the notice so published, as provided by law.
 - 4. In accordance with Ala. Code §39-2-12(c), a non-resident contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

G. Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of the final payment shall release the City, the Engineer/Architect, as representatives of the City, and their officers, employees, agents, and subconsultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as herein provided.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee:

1. <u>Warranty</u>: The Contractor warrants to the City and the Engineer/Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials and equipment will be of good quality, free from fault and defects and in conformance with the contract documents. The work must be safe, substantial and durable construction in all respects. All work, materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for a minimum of one (1) year after final payment by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

- 2. <u>Guarantee</u>: If, within the designated warranty period or if not designated, within one (1) year from the date of substantial completion, any of the work, materials or equipment is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so, unless the City has previously specifically given the Contractor a written acceptance of such specific condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.
- 3. <u>Roofing Guarantee</u>: If the Project involves a roof on a building or other structure, then the Contractor shall execute and provide the Roofing Guarantee in the form attached hereto. The guarantee shall be delivered to the City and Engineer/Architect prior to final payment.
- 4. <u>Termite Warranty</u>: If the Project involves termite treatment as required in Article IV, then the Contractor shall furnish to the City a written warranty certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites and that if subterranean termite activity is discovered during the warranty period, Contractor shall re-treat the soil and repair or replace any damage caused by termite infestation. The warranty shall be for a period of five (5) years from the date of treatment signed by Applicator and Contractor.
- B. Correction of Defective Work During Warranty/Guarantee Period: The Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the date of substantial completion unless substantial completion is established by the Engineer/Architect only for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents

unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period described herein before, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of 1 year after the defect has been remedied.

Repetitive malfunction of equipment shall be cause for equipment replacement and an extension of the guarantee period for the equipment to a date 1 year following acceptable replacement.

The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components.

The Contractor also agrees to hold the City and the Engineer/Architect and employees harmless from liability or damages, including the Engineer/Architect's and attorneys' fees, and cost and expenses of litigation of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the City. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the City may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof. The Contractor during the warranty period shall repair/replace as rapidly as possible any and all equipment, materials, etc., which are found to be defective. Should any items not be repaired/replaced within thirty (30) days from the time it is reported to the Contractor by the City, then the warranty period shall be extended on that item for a period equal to the time that the item has remained defective, incomplete, or inoperable as determined by the City. The Contractor must certify that the item has been corrected.

The City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS, ETC.

A. Laws and Regulations/Royalties, Patents, Copyrights and Permits and Rights-of-Way: The Contractor shall comply with and keep itself fully informed of all laws, ordinances and regulations of federal, state, City and county in any manner effecting those engaged or employed in the Project, or the materials used in the Project, or in any way affecting the conduct of the Project, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. The Contractor shall possess all permits and licenses required by applicable law, rule or regulation for the performance of the Project. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, it shall forthwith report the same in writing to the Engineer/Architect. It shall at all times, itself, observe and comply with all such existing and future laws, ordinances and regulations.

The Contractor shall protect and indemnify the City, Engineer/Architect, and their respective employees, officers, subconsultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for prosecution and completion of the Project shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connection to outside service and the use of property required for the execution and completion of the Project.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and code requirements applicable in or bearing on the conduct of the Project unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirements of the Contract is at variance with applicable laws, ordinances, regulations, or building code requirements, it shall promptly notify the Engineer/Architect and any necessary adjustment of the Contract will be made as herein specified under change in orders.

The Contractor shall pay all applicable federal, state and local taxes and assessments on the Project. Wherever the law of the place of building requires a special tax, consumer, use, occupation, or other tax, the Contractor shall pay such tax.

The Contractor shall pay all royalties and license fees. The Contractor shall hold and save the City and its agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

To the extent that the Project has not been permitted or registered by the Engineer or City, the Contractor shall register or obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract Documents. The Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including but not limited to sampling and monitoring. The Contractor shall fulfill for the City all the requirements made upon the City by the permit(s) or registration.

The Contractor shall be fully responsible for all aspects of erosion and sediment control. The Contractor shall utilize whatever measures are necessary to prevent pollution or siltation due to his activities. As a minimum, the Contractor shall strictly comply with the CBMPP and methods referenced in the Alabama Soil and Water Conservation Committee "Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas," latest edition (referred to as the "Alabama Handbook").

If the Contractor has information that any process, article or item specified or delineated by the Engineer/Architect is an infringement of a patent or a copyright, it shall promptly give such information to the Engineer/Architect.

- B. Alabama Department of Transportation Rights-of-Way: If any portion of the Project involves work upon State right-of-way, the Contractor agrees to provide the Alabama Department of Transportation with a bond or certified check in the amount required, made payable to the Alabama Department of Transportation, to guarantee the faithful performance of the provisions of a permit and to guarantee that the Contractor shall maintain the work in a manner suitable to the Alabama Department of Transportation for a period of one (1) year. The Alabama Department of Transportation Bond Form must be used. At the end of one (1) year from the completion of this work, the Department of Transportation will return the certified check or bond to the applicant provided all provisions of this permit have been complied with. Otherwise, the Department of Transportation shall apply the certified check or bond to the cost of repairing the rights-of-way with State forces.
- C. Tuscaloosa County Right-of-Way: If any portion of the Project involves work upon County right-of-way, the Contractor agrees to execute an application and file with Tuscaloosa County a bond or certified check in the amount required, made payable to Tuscaloosa County to guarantee the faithful performance of this provision of this work suitable to the County for a period of one (1) year. At the end of one year from the completion of this work, the County will return the certified check or bond to the applicant provided all provisions of this permit have been complied with. Otherwise, the County shall apply the certified check or bond on the cost of repairing the right-of-way with the County forces.

D. Storm Water Permit and Monitoring:

- 1. To the extent that the Project has not been permitted or registered by the Engineer or the City, and the Project is defined as an NPDES Construction Site per ADEM Admin. Code Chapter 335-6-12 (the Rule), the Contractor shall submit to the Alabama Department of Environmental Management (ADEM) a Notice of Intent (NOI) for coverage under ADEM General NPDES Permit No. ALR1000000.
 - The Contractor shall strictly adhere to all requirements of ALR1000000 and the rule regardless of which party has obtained coverage.
- 2. Compliance with all provisions of ADEM Admin. Code Chapter 335-6-12 and coverage under ALR1000000 is required, including but not limited to, the preparation and implementation of a Construction Best Management Practices Plan (CBMPP) and any other plans as may be required, the regular maintenance of the Best Management Practices (BMPs) to the maximum extent practicable and the submittal of required reports. As required by ALR1000000, the Contractor shall retain a Qualified Credentialed Professional (QCP) to prepare the CBMPP and to certify that it was prepared in accordance with the requirements of the "Alabama Handbook" and ALR1000000.
- 3. Coverage under ALR1000000 neither precludes nor negates an operator's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals.
- 4. The Contractor, unless application for permit coverage has already been made, will be furnished a Storm Water NOR application package when the contract is awarded. The Storm Water NOR application package will include the following:
 - a. Typical transmittal letter to ADEM.
 - b. NOR applications filled out with Project information.
 - c. Project area map.
 - d. Other data as required by the NOR for Tier 1 waters if applicable.
- 5. The Contractor will complete or furnish the following items and submit to ADEM within five working days of the receipt of the Notice to Proceed by the Owner.
 - a. The Electronic Notice of Intent (eNOI) process shall be used to obtain coverage under ALR100000. The eNOI shall be signed by a responsible official who is the operator, owner, the sole proprietor of a sole proprietorship, a general/controlling member or partner, or an executive officer of at least the level of vice-president for a corporation. Additionally, the QCP is required to sign the CBMPP certification part of the eNOI process.
 - c. Determine applicable fee per ADEM Fee Schedule D and make payable through the eNOI process.
- 6. The Contractor shall not commence any construction activities until ADEM has issued the authorization number for the Project.
- 7. a. Payment will be made to the Contractor for obtaining coverage under ALR1000000 as specified herein for the lump sum amount as shown in the bid schedule. If there is no line item for registration, obtaining permit coverage shall be considered a subsidiary obligation of mobilization.
 - b. Individual erosion and sediment control items shall be paid for at the unit prices as shown in the bid schedule. Routine inspections will be performed by the Owner's representative or Engineer to verify compliance with the CBMPP and ALR1000000 shall be the Contractor's responsibility and shall be incidental to the storm water permit coverage.
 - c. If no individual erosion and sediment control items are included in the bid schedule the cost of these items shall be incidental to the lump sum amount as shown in the bid schedule for Storm Water Monitoring and Temporary Erosion and Sediment Control and payment shall be made pro rata as the Project progresses.

E. The Contractor shall perform all work in compliance with and as required by any State, Federal or Local registration, permit or license, the terms and conditions of which are adopted herein by reference. The Contractor agrees to indemnify and hold harmless the City, Engineer, and their respective officers, agents and employees from any fines, penalties, damages, claims, liability or judgment arising out of or in any manner associated with the Contractor's failure to perform work on the Project in strict accordance with all storm water registration, permit or license requirements.

ARTICLE X. MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

- 1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
- 2. Any notice to or demand upon the Contractor shall be in writing and shall be sufficiently given if addressed to the Contractor at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the Contractor at such address. It shall also be sufficient if such notice or demand be served upon the Contractor personally or its local representative in charge of the Project or delivered at his local office. The Contractor shall, from time to time, designate to the City in writing any change of address to which such notice or demand shall be sent.
- 3. Any notice to or demand upon the City shall be in writing and shall be sufficiently given if delivered to the office of the City's representative or if addressed to the City representative and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to such representative of the City.
- **B.** City Representative: The City's representative on this Project is hereby designated as <u>Charles Smith, Deputy Director Water and Sewer</u> and whose address is <u>2201 University Blvd., Tuscaloosa, Alabama 35401</u>.

With a copy to: Glenda Webb, Esquire, City Attorney, Office of the City Attorney City of Tuscaloosa, Post Office Box 2089, Tuscaloosa, Alabama 35403-2089 Telephone: (205) 248-5140, Facsimile: (205) 349-0328

C.	Contractor Representative:	The Contractor's representative on this Project is hereby designated as
	and whose address is	,

- **D. Capacity:** Each party to this agreement represents and warrants to the other as follows:
 - 1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
 - 2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- 3. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- 4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- 5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- 6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- 7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
- 8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;
- 9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- 10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- 11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- 12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- E. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned either by the City or the Engineer/Architect. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City or Engineer/Architect. Such user shall hold the City, its officers, agents and employees harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

F. No Waiver of Rights: Neither the inspection by the City or the Engineer/Architect or any of their officers, employees, agents, or subconsultants, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Project by the City or Engineer/Architect, nor any extension of time or change order, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. Subletting or Assigning of Contract:

- Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder. Use of subcontracts up to a combined (total) value of 50 percent of the value of all work will not be construed as an assignment. Unless otherwise stipulated in the proposal or general conditions, the Contractor shall perform, with its own organization, work with the value not less than fifty (50) percent of the value of all work embraced in the contract.
- 2. <u>Subcontractor's Status</u>: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.
- **H. Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.
- **I. Final Integration**: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- J. Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- **K. Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.
- L. **Binding Effect:** This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
- **M.** Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

- **N. Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
- **O. Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.
- **P.** Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.
- Q. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.
- **R. Non Discrimination:** The Contractor agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).
- S. Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.
- T. Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.
- **U. Use of Words and Phrases.** The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

V. Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

IN TESTIMONY WHEREOF, said Contractor has hereto affixed its signature and said City of Tuscaloosa has caused these presents to be executed by Walter Maddox, Mayor of the City of Tuscaloosa, and attested by the City Clerk, on the day and year first above written, in four counterparts, each of which shall, without proof or accounting for the other, be accepted as an original.

PARTY OF THE FIRST PART

ATTEST	Contractor	
	BY:ITS:	
ATTEST:	CITY OF TUSCALOOSA, A MUNI CORPORATION/PARTY OF THE PART/CITY, OWNER	
City Clerk	Walter Maddox, Mayor	
STATE OF ALABAMA) COUNTY OF TUSCALOOSA)		
that is signed to the foregoing document, and,	, a Notary Public in and for said S , who is named as	State at Large, hereby certify ,
Who is known to me, orWhose identity I proved on the basisWhose identity I proved on the oath/sthe signer of the above document	of, or affirmation of	, a creditable witness to
and that being informed of the contents of the do same voluntarily on the day the same bears date		h full authority, executed the
Given under my hand and official seal	this the day of	, 20
My Commission Expires:	Notary	Public.
•		
STATE OF ALABAMA) COUNTY OF TUSCALOOSA)		

	e City of Tuscaloosa an		the State of Alabama, appeared Walter Maddox, ure is affixed hereto in his capacity as Mayor of the
Do	ne this the	_ day of	, 20
			Notary Public in and for the State of Alabama at Large
My Commis	sion Expires:		State of Alabama at Large

[END OF CONTRACT AGREEMENT OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS SECTION SIX PERFORMANCE BONDS (2021)

	(2021)	
STATE OF ALABAMA) TUSCALOOSA, COUNTY)		
KNOWN ALL MEN BY THESE PRE	SENTS, that we,	(hereinafter called the "Surety"), as
as principal and surety, do hereby acknowledge ourselves incompletely (hereinafter called the "City") a municipal of Alabama, for the use and benefit of those entering for the payment of which well and truly be mour successors and assigns and personal representations.	corporation existing under itled thereto, in the penal su ade in lawful money of the l	held unto the City of Tuscaloosa, Alabama, and by virtue of the laws of the State of m of Jnited States, we do hereby bind ourselves,
BUT THE CONDITION OF THE FO	REGOING OBLIGATION O	R BOND IS THIS:
WHEREAS, the City has entered	into a certain written contrac	ct with said Contractor for thecordance with contract documents
therefore on file in the Office of the	(\$	at the price of, to-wit:) as more fully appears in
therefore on file in the Office of the said written contract bearing the date of hereby referred to and made a part hereof to	the same extent as if set ou	, 20, which contract is ut herein in full.
NOW, THEREFORE, if the Contract under the said agreement or contract herein City from all costs and damages whatsoev Contractor so to do, and shall fully reimburs incur in making good any such default, and s this obligation or bond shall be null and void,	before referred to and shall ver which it may suffer by e and repay the said City a hall guarantee all workmans	reason of any failure on the part of said ny and all outlay and expense which it may ship against defects for a period of one year,
And, for value received it is hereby addition to the terms of said agreement or accompanying the same shall in any wise affinotice is hereby waived of any such chan agreement or contract or to the work or to the	contract or in the work to be fect the obligations of the prige, extension of time, alto	incipal or of the surety under this bond, and
IN WITNESS WHEREOF, the said hereunto caused to be affixed its corporate si		affixed its signature and said Surety has authorized officers on the day of
	Principal By	
	Title	
ATTEST:	Surety By	

Title

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION SEVEN LABOR AND MATERIAL BOND (2021)

KNOWN ALL MEN BY THESE DDESENTS that WO

(hereinafter called the "Contractor") of
as principal and (hereinafter called the "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Tuscaloosa, Alabama, (hereinafter called the "City"), a municipal corporation, existing under and by virtue of the
Laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of
(\$) for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly by these presents.
BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:
WHEREAS: the City has entered into a certain written contract with said Contractor for the, in accordance with contract documents therefore on at the price of, to-wit:
(\$
file in the Office of the at the price of, to-wit: as more fully appears in said written contract bearing date of,20, which contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.
NOW , THEREFORE , if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.
PROVIDED, however, that this bond is subject to the following conditions and limitations:
(a) Any person, firm or corporation that has furnished labor, foodstuffs, or supplies for or in the prosecution of the work provided for in said contract, payment for which has not been made, shall have a direct right of action in his or their name or names against the principal and surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said contract is to be performed and in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Tuscaloosa County may be had on the Principal or the Surety in accordance with Title 27,

Chapter 3, Section 24 of the Ala. Code (1975) by serving a copy of the summons and complaint or other pleading or process, with the Commissioner of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the

same as personal service on the Principal or Surety.

(c) workmen's comp	The Surety shall not be liable here pensation or employer's liability statu	eunder for any damages or compensation recoverable under any ite.
(d) any suit, action (able for a greater sum than the penalty of this bond, or subject to ed later than one year after the final settlement of said contract.
		e terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), naracter of bond as set forth in said section or as may hereinafter me extent as if set out herein in full.
hereunto cause		actor has hereunder affixed its signature and said Surety has signature and seal, by its duly authorized officers on the
		 Principal
		Ву:
		Title
		Surety
ATTEST:		Ву:
		Title

STATE OF ALABAMA) TUSCALOOSA COUNTY) CITY OF TUSCALOOSA)

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS File No.: <u>A21-0263</u> Engineering Project No.:
THIS Contractor's Release of Liens and Claims is made in accordance with that certain contract between the CITY OF TUSCALOOSA, ALABAMA, a Municipal Corporation, (hereinafter the "City") and(hereinafter the "Contractor" or undersigned), for a project known asin regard to which the undersigned warrants and certifies to the City as follows:
Only as follows.
1. That there are no amounts owed by the undersigned or any tier of subcontractor or supplier of the undersigned which could become the basis for a lien or suit against the properties of the Contractor or the property of the City or any funds held by or in the possession of the City in regard to the Project.
2. That the undersigned has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limited to) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.
3. In consideration of the receipt by the undersigned from the City of final payment under the above mentioned contract, the undersigned hereby waives and relinquishes all liens and claims of lien which the undersigned may have against the aforesaid property or funds; and further, undersigned also hereby remises, releases and forever discharges the City, its officers, agents and employees, of any and all claims, demands and causes of action whatsoever which the undersigned has, might have or could have against the City by reason of or arising out of the above-mentioned contract. The undersigned further agrees to indemnify and hold the City, its officers, agents and employees harmless against any and all claims or demands from subcontractors or suppliers arising out of the aforementioned contract.
IN WITNESS WHEREOF, the undersigned has duly executed this release this the day of
CONTRACTOR:
BY:
BY: TITLE:

the	day of	, 20	SURETY	
			BY:	
	Notary Public			ATTORNEY-IN-FACT FOR SURETY

CONSENT OF SURETY:

Corporation and hereby certify that I am duly authorized to execute this Contractor's Release of Liens and Claims.

of the

____, after being duly sworn, depose and say as follows: That I am

STATE OF ALABAMA) TUSCALOOSA COUNTY)

Sworn to and subscribed before me on this

CITY OF TUSCALOOSA PUBLIC WORKS ROOFING GUARANTEE

File No. A21-0263 Engineering Project No.:

Name of Project AMI 2021 Meter Change-Out Pr	oject Phase 1
Location	
Owner <u>City of Tuscaloosa</u>	
General Contractor	
Address	
Date of Acceptance	
1. The General Contractor does hereby certify contract was installed in strict accordance with all req 2. The General Contractor does hereby guara composition and metal, against leaks due to faulty w to faulty or defective materials for twenty (20) years, 3. Subject to the terms and conditions liste Guarantee Period he will at his own cost and expens of said work, as are necessary to correct faulty and work in watertight conditions, and further, to respondeaks or defects by the City or Architect. A. Specifically excluded from this Guabuilding contents caused by: Lightning, windstorm, he When the work has been damaged by any of the fordamage has been repaired by the General Contract the City or by the responsible party so designated. B. During the Guarantee Period, if the General Contractor, including cutting, patching and manything on the roof, this Guarantee shall become not the General Contractor to perform said alterations, the Contractor, prior to proceeding with said work, shall claim that said alterations would likely damage or de this Guarantee. C. Future building additions will not we that might affect the work under this contract at the p such addition. If this contract is for roofing of an addition work at the point of connection with the existing report of the Guarantee Period, if the was not originally specified for, a promenade, work do more severe than originally specified, this Guarantee E. The City shall promptly notify the defects or deterioration, and shall afford reasonable to examine the evidence of such leaks, defects or de	y to the City of Tuscaloosa that the roofing work included in this quirements of the plans and specifications. Interest the roofing and associated work including all flashing, both workmanship for a period of five (5) years and against leaks due starting on the date of acceptance of the Project by the City. In the General Contractor guarantees that during the se, make or cause to be made such repairs to, or replacements defective work and materials as are necessary to maintain said of on or within three (3) calendar days upon proper notification of arantee are damages to the work, other parts of the building and hail storm and other unusual phenomena of elements; and, Fire. Tregoing causes, the Guarantee shall be null and void until such ctor, and until the cost and expense thereof has been paid by the City allows alteration of the work by anyone other than the maintenance in connection with penetrations, and positioning of all and void upon the date of said alterations. If the City engages the Guarantee shall not become null and void, unless the General have notified the City in writing, showing reasonable cause for eleriorate the work, thereby reasonably justifying a termination of the roof areas, and any damage caused by dition to an existing building, then this guarantee covers the work poof. The original use of the roof is changed and it becomes used for, but leck, spray cooled surface, flooded basin, or other use of service is shall become null and void upon the date of said change. The General Contractor of observed, known or suspected leaks, opportunity for the General Contractor to inspect the work, and
	General Contractor's Authorized Signature NAME AND TITLE

CITY OF TUSCALOOSA ASBESTOS AFFIDAVIT

File No	Engineering Project No.:	_
DATE:		_
BUILDING OWNER:		-
-		_
PROJECT:		-
TO WHOM IT MAY CONCERN:		_
included in the construction of the products, including reviewing produ field. Special care to avoid asbesincluding, but not limited to, the	hat to the best of his knowledge, no products cont captioned Project. Special care was exercised to ct data sheets, reviewing product labels, and visua stos has been used in the selection, purchase, a following: concrete, batt insulation, roof insulation esilient flooring products, ceiling tiles, interior coating pre-assembled items of equipment.	avoid asbestos-containing lly verifying products in the nd installation of products on, building felts, mastics
Respectfully submitted,		
Signature		
Typed Name	Title	
Firm Name		
Address		
Sworn to and subscribed before me day of		
Notar My Commission Expires:	ry Public. County, State	

	PROJECT NAME AMI 2021 Meter Change-Out Project Phase 1
	FILE NO. <u>A21-0263</u>
	CONTRACTOR/INSURED
STATE OF ALABAMA) TUSCALOOSA COUNTY)	
AGENT'S VERI	FICATION OF CONTRACTOR'S INSURANCE
above referenced Project does possess a issued for the Project by the undersigned contract document as it relates to insurance	uscaloosa, Alabama, a Municipal Corporation, that the Contractor in the policy or policies of insurance reflected on the Certificate of Insurance agency of which I am an authorized representative. I have read the requirements and said Contractor's insurance is effective as of the dates ds all ratings, limits, and amounts as required by the same.
This the day of	20
	AGENCY:
	RY·

ITS: _____

STATE OF ALABAMA TUSCALOOSA COUNTY)				
	NOTICE		ITIONAL BID AWAR	D	
VIA FACSIMILE:			Loosa, Alabama		
TO:			Project Name:	:AMI 2021 Meter Change	-Out Project
		Phase 1			
			File Number:	<u> 121-0263</u> Project Number:	
			Date:	Toject Number.	
				the City of Tuscaloosa upon your proposal of \$	
The above bid average the bid documents:	ward Does Does I	Not include	the following additive	e and/or deductive alternates a	s requested in
Additive Altern	nates		Dec	ductive Alternates	
1	(\$)	1	(\$)
2				(\$	
3	(\$)	3	(\$)
insurance also as required thirty (30) days after the pro- Pursuant to Ala. and evidence of insurance retain all or a part of the p	by the bid documents, we escribed forms have beer Code §39-2-11 (1975), it as required by the bid doroposal guarantee and n	vithin the pe n presented f you fail to locuments w nay award	eriod of time stated the to you for signature. To execute the contract within the period of tithe contract to the se	the bid documents, and presenterein or, if no period of time is at and furnish acceptable contime as set forth, the awarding econd lowest responsible respond of its acceptance of you	s stated, within tract securities authority may onsive bidder.
DONE this	day of			20	
			Y OF TUSCALOOSA IUNICIPAL CORPOR		
		Ву:		sentative	
			City's Repres	sentative	
		Ву:	<u> </u>		
			City's Engine	eer/Architect	
	<u>A</u>	CCEPTANO	CE OF NOTICE		
				ne above notice of conditional20	bid award and
		CO	NTRACTOR:		

By its:			
•			

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor, do acknowledge the contents of the same on this the	, i i	
	CONTRACTOR:	
	By its:	

STATE OF ALABAMA) TUSCALOOSA COUNTY) CITY OF TUSCALOOSA)

NOTICE TO PROCEED WITH PUBLIC WORKS PROJECT CITY OF TUSCALOOSA, ALABAMA

File Eng	lect Name: <u>AMI 2021 Meter Change-Out Project Phase 1</u> No.: <u>A21-0263</u> ineering Project No.: e:
ГО:	
accordance with the terms and condit	10 (1975), you are hereby notified to immediately commence work in full tions of the Contract Documents in the above referenced Project, dated, on or before, 20, and you are cified therein.
	CITY OF TUSCALOOSA, ALABAMA A MUNICIPAL CORPORATION Post Office Box 2089 Tuscaloosa, Alabama 35403-2089
	By: City's Representative
	By:City's Engineer/Architect
	ACCEPTANCE OF NOTICE
	ontractor, do hereby accept receipt of the above notice of conditional bid award and is the day of
	CONTRACTOR:
	Pv itc·

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor referenced Project and acknowledge the contents of	, , , , , , , , , , , , , , , , , , ,	•
	CONTRACTOR:	
	By Its:	

CONTRACT CHANGE ORDER NO.

City of Tuscaloosa, Office of the City Attorney

DATE: _	PROJECT: AMI	2021 Meter Change-Out Project Phase 1
FILE NO	.: A21-0263 ENGINEERING PROJECT NO	.:
TO:		
	(Contra	actor)
TERMS:		provisions of your Contract for this Project, to make note with the attached Change Order Request and
	FURNISH the necessary labor, materials at	nd equipment to:
TOTAL A	ADDITION OR REDUCTION TO CONTRACT	PRICE:
(Note: N	lumbers in parentheses are deductions).	
LESS CONET OR Net total Previous This Cha	AL CONTRACT PRICE ONTINGENCY/ALLOWANCE IGINAL CONTRACT PRICE of previous Change Orders revised Contract Price linge Order No	\$\$ \$\$ \$\$ \$\$
Extension of time resulting from this Change Order days).		(Indicate number of calendar
The amo	unt of this Change Order will be the responsi	bility of
related to modificat file any t executed	o this change. By acceptance of this Contraction represents an equitable adjustment to the further claims or changes arising out of or a Contract Modifications on this Contract.	al accord and satisfaction for all time and all cost the Modification, the Contractor hereby agrees that the see Contract, and further, agrees to waive all right to as a result of this change, or the accumulation of
rne Con	tractor and Owner(s) hereby agree to the terr	ns of this Change Order as contained herein.
	CONSENT OF SURETY	CONTRACTING PARTIES
	(Company)	(Contractor)
Ву:		By:(Authorized Representative)
	RECOMMENDED	CITY OF TUSCALOOSA
Bv.		
		Bv:
	(Design Engineer or Architect)	By:

CITY OF TUSCALOOSA OFFICE OF THE CITY ATTORNEY

CHANGE
ORDER
REQUES1

OWNER:	CITY OF TUSCALOOSA
ARCHITECT/ENGINEER:	
CONTRACTOR:	
PROJECT:	AMI 2021 Meter Change-Out Project Phase 1
FILE NO.: A21-0263 ENGINEERI	NG PROJECT NO.:
CHANGE ORDER REQUEST NO.	DATE:
1. DESCRIPTION OF CHANGE:	
2. CHANGE ORDER COSTS:	
Proposal Attached	Cost Estimated/Proposal Required

Item	Quantity	Material Unit Price	Labor (Hours)	Labor Unit Price	Sub-Total Cost
a.			(110010)		
b.					
C.					
d.					
e.					
f.*					
TOTAL:					

^{*}If more than 6 items, provide attachments.

- 3. INSTITUTED BY:
- 4. JUSTIFICATION OF NEED:

5. JUSTIF	JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:				
6. COSTS	REVIEW:				
	HANGE ORDER IS SUBMITTED	FOR REVIEW AND APPROVAL AND IS E:			
	Minor change of a total monetary	value less than required for competitive bidding.			
	Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.				
	Emergencies arising during the co	Emergencies arising during the course of work.			
	Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.				
	Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.				
8. EXTEN	SION OF TIME REQUESTED: Cale	ndar Days:			
RECOMME	ENDED:	APPROVED:			
BY:	scaloosa's Consulting Engineer/Architect	BY:			
BY:	City Representative	BY:Owner's Legal Advisor			
	City Representative	Owner's Legal Advisor BY: Owner's Authorized Representative			

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)
CITY OF TUSCALOOSA)

LEGAL NOTICE NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT (Over \$50,000)

Pursuant	to Ala. Code	§39-1-1 (1975),	notice is	hereby	given	that	
/Normal	of Common)			ha	s compl	eted its contract with	
	e of Company)						
the City of Tuscaloo	osa, Alabama,	for the	(Name	of Project)			_
located at					. Th	is notice will be	
located at	(1	Location of the Project)			_		
published for a pe	riod of four (4) s	successive weeks	beginning: _			(5.1.)	_
						(Date)	
A final sett	lement will not	be made upon the	ne contract u	ntil the ex	piration	of thirty (30) days a	fter
completion of notic	e. Any perso	n or firm having	claims on s	aid Projed	ct for m	aterials or labor sho	uld
contact the above o	ontractor at:						
		(Address of Contra	actor)				
in the time and mar	iner as required	d by law.					
		CITY OF T	USCALOOS <i>I</i>				

OFFICE OF THE CITY ATTORNEY
P. O. BOX 2089
TUSCALOOSA, ALABAMA 35403

DATED:	

CITY OF TUSCALOOSA SPECIAL CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

Ī. **DEFINITIONS**

"Construction Contract" means a contract for construction, rehabilitation, alteration, and/or repair, including painting and decorating.

Contractor" means an entity that has entered into an agreement with the local government for the

	ance of specific work on a project or activity, the provision of professional servent and/or materials.	vices, or for the supply o
	"" means	(Federal Agency).
	"Local Government" means the City of Tuscaloosa.	
(Federa	"Program" means theProgram) operated under the provisions of	
in part b	" <u>Projects/Activities</u> " means those undertakings which are included in the Progran	n and are funded wholly c
·	"Project Area" means the corporate limits of the City of Tuscaloosa	

<u>Project Area</u>" means the corporate limits of the City of Tuscaloosa.

"Subcontractor" means a person, firm or corporation supplying services or labor and materials or only labor or only materials for work at the site of the project, for and under contract or agreement with the Contractor.

II. CONFLICT OF INTEREST

- Interest of Members of the Local Government. No officer, employee or agent of the local Α. government who exercises any function or responsibilities in connection with the planning and carrying out of the program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in this contract, and the Contractor shall take appropriate steps to assure compliance.
- The Contractor agrees that it will incorporate into every subcontract required in writing the following provision: Interest of Contractor and Employees. The Contractor agrees that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, direct or indirect, in this contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder.

The Contractor further covenants that in the performance of this contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low income residents of the area.

Provisions of the Hatch Act. Neither the funds provided by this agreement nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U. S. Code.

- **III. EQUAL OPPORTUNITY REQUIREMENTS:** During the performance of this contract, the Contractor agrees as follows:
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.
- C. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish to the local government all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the local government, HUD, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations, and orders.
- F. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further local government contracts in accordance with procedures authorized in Executive Order 11246 of September 24 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the City, Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraph 1 through 6 above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the local government or the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the local government to enter into such litigation to protect the interests of the local government.
- H. The Contractor agrees that it will assist and cooperate actively with the local government and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the local government and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the local government in the discharge of its primary responsibility for securing compliance.
- I. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has

not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the agency agrees that if it fails or refuses to comply with these undertakings, the local government may take any or all of the following actions: terminate or suspend in whole or in part this contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor.

- J. Non-segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.
- K. No person in the United States shall, on the ground of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract. The agency and each employer will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.
- L. The Contractor shall maintain data which records its affirmation action in equal opportunity employment, including but not limited to employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, pay or other compensation, and selection for training.

IV. <u>LABOR STANDARDS PROVISIONS - CONSTRUCTION CONTRACTS ONLY</u>

A. <u>Contract Work Hours and Safety Standards Act</u>

- Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work to work in excess of forty hours in any work-week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in any work-week.
- Violations; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph 1, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph 1 in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work-week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph 1.
- 3. Withholding for Unpaid Wages and Liquidated Damages. The local government may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

- B. <u>Employment of Certain Persons Prohibited</u>. No person under the age of sixteen years and no person who at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this contract.
- C. <u>Complaints, Proceedings, or Testimony by Employees</u>. No laborer or mechanic to whom the labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable under this contract.
- D. <u>Questions Concerning Certain Federal Statutes and Regulations</u>. All questions arising under this contract which relate to the application or interpretation of the aforesaid Contract Work Hours and Safety Standards Act, the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Act, or the labor standards provisions of any other pertinent Federal statute, shall be referred, through the City of Tuscaloosa and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purpose of this contract.

V. <u>ENVIRONMENTAL PROTECTION REQUIREMENTS</u>

- A. The Contractor hereby agrees that any facility to be utilized in the performance of any nonexempt contract or subcontract shall not be a facility included on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. The Contractor also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. As a condition of the award of the contract, the Contractor agrees to give prompt notice to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. The Contractor agrees that it will include or cause to be included the criteria and requirements in subparagraph A through D of this section in every nonexempt subcontract and that it will take such action as the City or the EPS may direct as a means of enforcing such provisions.
- VI. <u>FINANCIAL MANAGEMENT:</u> The Contractor shall maintain effective control over and accountability for all funds, property, and other assets that are provided for by this agreement. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- A. <u>Ineligible Costs</u>. In addition to any costs that are ineligible under other criteria included herein the following costs are specifically ineligible:
 - 1. Bad Debts. Any loses arising from uncollected accounts and other claims, and related costs.
 - 2. Contingencies. Contributions to a contingency reserve or any similar provisions for unforeseen events.
 - 3. Contributions and Donations.
 - 4. Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.
 - 5. Fines and Penalties. Costs resulting from violations of or failure to comply with Federal, State, and local laws and regulations.

- 6. Interest and Other Financial Costs. Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection herewith.
- 7. Legislative Expenses. Salaries and other expenses of local government bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction.
- 8. Membership Expenses. Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.
- 9. Travel. Costs in excess of those allowed by the Contractor for its equivalent employees. In any case, the difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available and is so documented.
- 10. Meeting Attendance. Costs of attending meetings which are not open for attendance on a non-segregated basis.
- B. <u>Property Management Standards.</u> The Contractor's property management standards for non-expendable personal property acquired under this contract shall include the following procedural requirements:
 - 1. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition data, cost, and source of property; percentage of Federal funds used in the purchase of property; location, use and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value.
 - 2. A physical inventory of property shall be taken and the results reconciled with the property records at least once each year to verify the existence, current utilization, and continued need for the property.
 - 3. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented.
 - 4. Adequate maintenance procedures shall be implemented to keep the property in good condition.

C. Procurement Standards

- The Contractor shall maintain a code or standard of conduct which shall govern the
 performance of its officers, employees, or agents in contracting with and expending grant
 funds. Local government officers, employees, or agents shall neither solicit nor accept
 gratuities, favors, or anything of monetary value from Contractors or potential Contractors.
- 2. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

VII. GENERAL REQUIREMENTS

- A. <u>Retention of Records.</u> All records maintained by the Contractor that pertain to this agreement shall be retained by the Contractor for a period of three years or such longer period as the local government or HUD may require in specific cases.
- B. <u>Reports and Information</u>. The Contractor, at such times as the local government may require, shall furnish such statements, reports, records, data and information, as may be requested pertaining to matters covered by this agreement.

- C. <u>Audit Requirements</u>. The local government, the Comptroller General of the United States, and/or _____ (Federal Agency), or any of the duly authorized representatives shall have access to all tasks, accounts, records, reports, files and other papers or property of the Contractor pertaining to funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor's financial management system shall be audited at least once a year. Audits may be made at less frequency considering the nature, size and complexity of the activity. The Contractor shall implement a systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- D. <u>Breach of Contract Terms and Conditions</u>. In the event of the Contractor's noncompliance with the terms and conditions of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part. Provided, that the right of the Contractor to proceed with this contract shall not be terminated or the Contractor charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted, to acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten days from the beginning of any such delay notify the City in writing of the cause of the delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the City's judgment, the findings of fact justify such an extension, and the City's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty days, by the Contractor to the City whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.
- E. <u>Safety Standards</u>. No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor.
- F. <u>Lead-based Paint Regulations</u>. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the HUD Lead-based Paint regulations, 24 CFR part 35. Should this contract include activities involving the construction or rehabilitation of residential structures, the Contractor hereby agrees to comply with the regulations of 24 CFR part 35.
- G. <u>Subcontracts</u>. The Contractor shall insert in any subcontracts all of the terms and conditions set forth in this contract and also a clause requiring the subcontractors to include these terms and conditions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- H. <u>Davis-Bacon.</u> As applicable, Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), the provisions of which are incorporated by reference into this contract as if contained herein.
- I. <u>Debarment of contactors/subcontractors / City's right to monitor.</u> All contracting and subcontracting agencies shall be actively registered in the sam.gov system and have a non-debarred status to perform work. The City of Tuscaloosa shall have all rights to any and all documentation related to the project. Periodic monitoring visits will be performed by City of Tuscaloosa staff to ensure all federal and contract requirements are followed.
- J. Green Building Standard for Replacement and New Construction of Residential Housing. Contractors must meet the Green Building Standard in this subparagraph for: (i) all new construction of residential buildings; and (ii) all replacement of substantially-damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and re-building a housing unit on the same lot in substantially the same manner) and may include chances to structural elements such as flooring systems, columns or load bearing interior or exterior walls. For purposes of this Notice, the Green Building Standard means the contractor will require that all construction covered by subparagraph, above, meet an industry-recognized standard that has achieved certification

under at least one of the following programs (i) ENERGY STAR (Certified Homes or Multifamily High Rise); (ii) Enterprise Green Communities; (iii) LEED (NC, Homes, Midrise, Existing Buildings O&M, or Neighborhood Development); (iv) ICC-700 National Green Building Standard; (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite); or (vi) any other equivalent comprehensive green building program, including regional programs. Standards for rehabilitation of non-substantially-damaged residential buildings: For rehabilitation other than that described in subparagraph, above, contractors must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available on the CPD Disaster Recovery Web site. Contractors must apply these guidelines to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR- labeled, WaterSense labeled, or federal Energy Management Program (FEMP)- designated products and appliances. Implementation: For construction projects completed under construction, or under contract prior to the date that federal assistance was approved for the project the contractor is encouraged to apply the applicable standards to the extent feasible but the Green Building Standard is not required; (ii) for specific which an ENERGY STAR-or-WaterSense-labeled or FEMP-designated product does not exist, the requirement to use such products does not apply. The City encourages contractors to implement green infrastructure policies to the extent practicable.

- VIII. <u>ADECA-FUNDED CONTRACTS:</u> The Contractor shall include the following provisions in all construction contracts funded by the Alabama Department of Economic and Community Affairs (ADECA). For all ADECA-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.
- A. <u>Section 109 Clause, Housing and Community Development Act of 1974.</u> No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- B. <u>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000).</u> Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Goals for
Minority Female
Participation Participation
(Insert Goals) (Insert Goals)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer

of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - 1. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
 - The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - 3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - 4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - 5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.
- D. <u>Section 402 Veterans of the Vietnam Era (if \$10,000 or over).</u> Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat

- qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.
- Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- 4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- 5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

- 6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- 7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- 8. As used in this clause:
 - "All suitable employment openings" includes, but is not limited to, openings which a. occur in the following .job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part—time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.
 - d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- 9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under

- the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- 12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- 13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- E. <u>Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000).</u> Compliance with Air and Water Acts. During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seg., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:
 - 1. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - 2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - 3. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
 - 4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.
- F. <u>Compliance with Copeland Act Requirements.</u> The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- G. <u>Drug-Free Workplace Requirements.</u> The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

- H. <u>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).</u> Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- IV. DISASTER RECOVERY FUNDED CONTRACTS: ___ The Contractor shall include the following provisions in all Disaster Recover (DR) funded construction contracts. For all DR-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.
- A. The Contractor agrees to abide by all applicable Federal regulations in receiving, disbursing and accounting for Community Development Block Grant funds including, but not limited to all applicable sections of 24 CFR 570.
- B. <u>ADA Compliance</u>. The Contractor hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the Contractor, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The Contractor further agrees to comply with all applicable State and Federal ordinances and regulations, including but not limited to, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Civil Rights Act of 1964 and any regulations promulgated there under.
- Section 3 Compliance. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very lowincome persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- D. <u>Section 109 Compliance.</u> No person in the United States will, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity administered of provided under this Agreement, pursuant to Section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309).
- E. <u>Section 402 Compliance.</u> Contractors and subcontractors shall take affirmative action to employ and advance in employment qualified covered veterans. Disabled veterans, recently separated veterans (veterans within 3 years of their discharge or release from active duty), veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized (referred to as "other protected veterans"), and Armed Forces service medal veterans are covered veterans under VEVRAA, pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA).
- F. <u>Copeland Anti-Kickback Act Compliance.</u> Pursuant to The Copeland "Anti-Kickback" Act, 40 USC §3145 and 18 USC §874, no contractor or subcontractor operating under this agreement shall induce an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. Contractors and subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
- G. Affirmative Action. During the performance of this contract, the contractors and subcontractors operating under this agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Contractors and subcontractors operating under this agreement shall comply with Affirmative Action laws and regulations to ensure equal employment opportunities, including, but not limited to 41 CFR Part 60-1; 41 CFR Part 60-2; 41 CFR Part 60-250; 41 CFR Part 60-741; compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity."
- H. <u>Compliance with Goals for Minority and Female Participation.</u> The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. It is the intent of the City to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the City. Under this policy, the City of Tuscaloosa has established a goal of ten to twenty percent (10-20%) inclusion of minority and disadvantaged business enterprises for all services required to deliver City projects. In no case shall the stated percentage be the determining factor in contract awards. Rather, contractors must demonstrate a good faith effort to attain the desired percentage goal. The Developer is encouraged to adopt corresponding goals to those of the City's Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program.
- I. Compliance with Environmental Laws; including The Clean Air Act and Clean Water Act. Contractors and subcontractors operating under this agreement shall be responsible for ensuring compliance with Federal, State, or local pollution control laws and related requirements, including but not limited to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). If a contracting officer becomes aware of noncompliance with clean air or water standards in facilities used in performing nonexempt contracts, that contracting officer shall notify the agency head, or a designee, who shall promptly notify the EPA Administrator or a designee in writing.
- J. <u>Byrd Anti-Lobbying Agreement.</u> Contractors operating under this agreement shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(li) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the
- (II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Wage and Hour Division Web site at the http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filled any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph 8 are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the Individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such incividual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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- (3) Withholding for unpald wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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L. Davis Bacon-Wage Rates

(Insert applicable Davis-Bacon Wage Rates Here)

ST: EXC-01



ALABAMA DEPARTMENT OF REVENUE SALES AND USE TAX DIVISION

P.O Box 327710 • Montgomery, AL 36132-7710

Application For Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT EN	
STREET ADDRESS OF PROJECT (CITY AND C	COUNTY INCLUDED) CITY	ZIP COUNTY	
APPLICANT'S INFORMATION:			
RELATION: (CHOOSE ONE)		NAICS CODE	
☐ Exempt Entity ☐ General Contractor ☐ Sub-Contractor		ontractor	
APPLICANT'S LEGAL NAME		PEIN	
DBA	CONSUMER'S USE TAX ACCOUNT NUM		
MAILING ADDRESS			
CONTACT PERSON		BUSINESS TELEPHONE NUMBER	
		()	
ESTIMATED START DATE		STIMATED COMPLETION DATE	
REASON EXEMPTION IS CLAIMED			
REASON EXEMPTION IS CLAIMED JOB DESCRIPTION			
JOB DESCRIPTION	E BE ADDI ITARI ES	ESTIMATED DOLLITTON CONTROL CO	
	N BE APPLICABLE?	ESTIMATED POLLUTION CONTROL CO.	
JOB DESCRIPTION WILL ANY POLLUTION CONTROL EXEMPTION	N BE APPLICABLE?	5375	

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)
FORM OF OWNERSHIP:		
☐ Individual ☐ Partnership ☐ Corporation	Multi member LLC	Single member LLC
If applicant is a corporation, a copy of the certified certificate authority, or articles of incorporation should be attached. If the a a copy of the certified articles of organization should be attached.	pplicant is a limited liab	
OWNERSHIP INFORMATION:	· · ·	
Corporations - give name, title, home address, and Social Secu	urity Number of each of	ficer.
Partnerships - give name, home address, Social Security Numl	ber or FEIN of each par	rtner.
Sole Proprietorships - give name, home address, Social Securi	ity Number of owner.	
LLC - give name, home address, and Social Security Number of	or FEIN of each membe	er.
LLP - give name, home address, and Social Security Number of	or FEIN of each partner	•
NAME (PLEASE PRINT)	SIGNATURE	
TITLE	DATE	
REVENUE DEPAR	RTMENT USE ONLY	
Examiner's Remarks		

		· · · · · · · · · · · · · · · · · · ·
Francisco		Data
		Date
Supervisor's Recommendation		···
		
Supervisor		Date

Instructions For Preparation of Form ST: EXC-01 Sales and Use Tax Certificate of Exemption for Government Entity Project

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:

- 1. Signed Application
- 2. Copy of Executed/Signed Contract and/or Letter of Intent

General Contractor:

- 1. Signed Application
- 2. Copy of Executed/Signed Contract and/or Letter of Intent
- 3. List of Sub-Contractors
- 4. Alabama Board of General Contractor's License
- 5. State/County Business License (usually obtained through county probate office)
- 6. Any other municipal business licenses associated with the project

Sub-Contractor:

- 1. Application
- 2. Alabama Board of General Contractor's License
- 3. State/County Business License (usually obtained through county probate office)
- 4. Any other municipal business licenses associated with the project
- 5. List of Sub-Contractors (if any)

General contractors and sub-contractors:

Any updates regarding the sub-contractors working on a project, additions and/or deletions, must be submitted to the Department within 30 days of occurrence.

If an extension is needed for a project, please contact the Department of Revenue at the address, numbers, or emails listed below.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. If you do not currently have a Consumer's Use Tax account, one will be opened for you. The return should be filed every filing period that the Contractor's Exemption Certificate is active/open and should include the Project No., Exemption No., and the total amount of purchases for the filing period. If there is no product purchased with the exemption certificate, then a zero return must be filed for the period. There is a requirement of one entry for each exemption certificate that is active for each filing period. The information associated with the Contractor's Exemption Certificates is input at the bottom of the return.

The application and applicable documentation may be mailed, faxed, or emailed to the following:

Fax:

(334) 353-7867

Emails:

amber.hartley@revenue.alabama.gov

brenda.wallace@revenue.alabama.gov

Mailing Address:

ATTN: Contractor's Exemption

Alabama Dept. of Revenue

Sales & Use Tax Division - Room 4303

PO Box 327710

Montgomery, AL 36132-7710

Exhibit A

THE CITY OF TUSCALOOSA MINORITY ENTERPRISE/DISADVANTAGED BUSINESS ENTERPRISE (MBE/DBE/WBE) POLICY FOR PUBLIC WORKS PROJECTS OVER \$50,000

General Mission Statement

THE CITY OF TUSCALOOSA (hereinafter, "City") has voluntarily adopted a Minority/Disadvantaged Business Enterprise (MBE/DBE/WBE") Program designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities in the City to the fullest extent allowed by state and federal law.

It is the intent of the City to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the City. Under this policy, the City of Tuscaloosa has established a goal of ten to twenty percent (10-20%) inclusion of minority and disadvantaged business enterprise (hereinafter sometimes "MBE/DBE/WBE") for all services required to deliver City projects. In no case shall the stated percentage be the determining factor in contract awards. Rather, contractors must demonstrate a good faith effort to attain the desired percentage goal.

Program Goals

It is the goal of this program:

- To ensure non-discrimination in the award and administration of City contracts.
- To help to remove barriers to the participation of DBE/MBE/WBE's in competing for City contracts.
- To ensure a level playing field exists on which DBE/MBE/WBE's can compete fairly for City contracts.

Definition

- 1. "Minority Business Enterprise" ("MBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is at least fifty-one percent (51%) owned and controlled by an African American, or Black American.
- 2. "Women-owned Business Enterprise" ("WBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is at least fifty-one percent (51%) owned, operated and controlled on a daily basis by one or more female American citizens.
- 3. "Disadvantaged Business Enterprise" (DBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned by a majority of persons who are United States citizens or permanent resident aliens (as defined by the Immigration and Naturalization Service) of the United States, and who are Asian, Black, Hispanic or Native Americans, according to the following definitions:

"Asian" – means persons having origins in any of the original people of the Far East,

Southeast Asia, the Indian subcontinent, or the Pacific Islands.

"African American" or "Black American" means persons having origins in any black racial group of Africa.

"Hispanic" means persons of Spanish or Portuguese culture with origins in Mexico, South of Central America, or the Caribbean Islands regardless of race.

"Native American" means persons having origins in any of the original people of North America, including American Indians, Eskimos and Aleuts.

Equal Business Opportunity

It is the policy of the City to promote full and equal business opportunities for all persons doing business with the City, regardless of race, sex or national origin. It is the ultimate goal of this policy to promote an equitable business climate district. The City will seek to increase minority and women participation for contracts that require formal bids. These efforts will be for contracts above \$50,000 as allowed by the Alabama Public Works law. These efforts are designed to help prevent discrimination against minorities and disadvantaged businesses and promote more completion among vendors, suppliers, and contractors of the City of Tuscaloosa.

The City has established a goal of ten to twenty percent (10-20%) of the total construction related expenditures to be provided by minority and disadvantaged business enterprises. While the policy provides for voluntary participation by the City and is dependent upon race-neutral and gender-neutral considerations, contractors are encouraged to comply with the City's policy. The City of Tuscaloosa shall periodically review the policy, including race/gender-neutral remedies, to determine its effectiveness.

Good Faith Effect

The City require contractors to demonstrate a good faith effort to attain the goal of 10-20% participation of MBE/DBE/WBE's in all levels of the Public Works contracting process. Contractors shall document their efforts to obtain minority and disadvantaged business participation in the bid documents. Contractors should note that failure to document a good faith effort to the satisfaction of the City may subject the contractor to bid rejection for non-responsiveness.

The following process shall constitute a good faith effort under the City's policy:

- (1) Contractors deciding to bid on a City project shall submit the MBE/DBE/WBE Documentation Statement and Acknowledgement (Form1). Submission of Form 1 confirms the commitment of the contractor to participate in the inclusion effort for the project. Form 1 must be submitted to the City of Tuscaloosa Community Development Program Manager with Infrastructure and Public Services/Tuscaloosa Builds no later than seven (7) days prior to the bid, or at the prebid conference, whichever is earlier. The City reserves the right to modify the submittal deadline as-needed.
- (2) Contractors shall submit MBE/DBE/WBE Bid Solicitation Notice (Form 2). Form 2 must be submitted to the City of Tuscaloosa Community Development Program Manager with

Infrastructure and Public Services/Tuscaloosa Builds no later than seven (7) days prior to the bid, or at the pre-bid conference, whichever is earlier. The City reserves the right to modify the submittal deadline as-needed.

- (3) Contractors shall submit a brief plan for achieving the stated MBE/DBE/WBE Participation Goal for his/her trade (Form 3). Form 3 must be submitted in the contractor's sealed bid.
- (4) Contractor shall submit a listing of all MBE/DBE/WBE contractors that submitted bids (<u>Form 4</u>). Form 4 must be submitted in the contractor's sealed bid. (Note: In the event a MBE/DBE/WBE contractor submits a bid after the general contractor has sealed the bid, contractors should write on the envelope the name(s) and scope of work of the MBE/DBE/WBE contractor who submitted the bid.)
- (5) Contractor shall submit a list of all MBE/DBE/WBE firms the contractor proposes to utilize during the execution of the contract (Form 5). In addition, the contractor shall include on Form 5 all firms that the major subcontractors propose to utilize. Form 5 must be submitted in the contractor's sealed bid.
- (6) Contractors shall be required to work in cooperation with the City's consultant in the implementation of this program. Failure to do so, in the discretion of the City, may result in a rejection of bid due to non-responsiveness.

Following compliance with item (6) above, submission of Form 1, Form 2, Form 3, Form 4, and Form 5 at the above-prescribed times shall satisfy the good faith effort requirement. Failure to do so may result in rejection of bid due to non-responsiveness.

Additional Administrative Requirements/Procedure

- (1) If the successful contractor will be subcontracting less than the started percentage goal, the Contractor must complete a "MBE/DBE/WBE Unavailability Certification" (Form 6). Form 6 is due once a tentative contract award has been made.
- (2) Contractors shall obtain the listing of certified MBE/DBE/WBE business by contacting the City of Tuscaloosa Community Development Program Manager with Infrastructure and Public Services/Tuscaloosa Builds to assist in soliciting MBE/DBW/WBE participation for the project.
- (3) Contractors shall not be required to use a MBE/DBE/WBE subcontractor who cannot display reasonable technical and financially qualifications to perform the work in question.
- (4) In addition to the above requirements, contractors should note that the City reserves the right to periodically audit payroll records to ensure compliance with the program. The City employs the services of a Compliance Director.
- (5) Upon completion of the project and prior to release of retainage or final payment, the contractor shall submit a Project Closeout Report (Form 7) that includes final accounting of all MBE/DBE/WBE firms utilized on the project.
- (6) On a monthly basis, contractors shall submit updated MBE/DBE/WBE reports (Monthly Report Form) to identify any changes in MBE/DBE/WBE firm utilization (Form 8). Contractors shall submit Form 8 directly to the City of Tuscaloosa Community Development Program Manager with Infrastructure and Public Services/Tuscaloosa Builds.

Race/Gender - Neutral Remedies

The City recognizes that race/gender – neutral remedies may be effective tools used to increase MBE/DBE/WBE participation. Therefore, the City will continue to explore these remedies. The remedies will include, but will not be limited to, the following:

- 1. Technical assistance techniques to identify and increase the participation of MBE/DBE/WBE's in the City's contracting, subcontracting and purchasing opportunities.
- 2. Continuation of the certification process.

The City will periodically review the success of these measures in order to determine the extent to which the measures provide equitable access to the City's contracting, subcontracting and purchasing opportunities.

The City has determined that this policy complies with all applicable local, state and national laws concerning the contracting and purchasing process. The City shall not sacrifice product quality for lower pricing, but shall make all awards in accordance with applicable law. It shall be the primary responsibility of the City to insure that this policy is followed, and that all actions regarding the contracting and purchasing process comply with all applicable statues as well as the defined goals relative to MBE/DBE/WBE participation on all construction projects.

Contact Information:

Caramyl Drake
Community Development Program Manager
Infrastructure and Public Services/Tuscaloosa Builds
City of Tuscaloosa
Phone: (205) 248-5725

Phone: (205) 248-5725 cdrake@tuscaloosa.com

Form 1 (one page) Documentation Statement and Acknowledgement

(Due no later than seven (7) days prior to the bid, or at the pre-bid conference, whichever is earlier)

DDO IECT NAME:	
	SINEERING PROJECT NO.:
Enterprises/Disadvantaged Business Enterprise	a program to encourage the participation of Minority Business (MBE/DBE/WBE) on its public works construction projects. The undersigned company to comply with this program as outlined by WBE firm in City guidelines.
	re to City program guidelines set forth to utilize MBE/DBE/WBE ogram forms (1-8) have been reviewed and understood.
Company Representative (Signature)	Date
Company Representative (Printed)	Title
Company Name	Telephone Number
City, State, Zip	Fax Number

Form 2 (6 pages) Bid Solicitation Notice

(Due no later than seven (7) days prior to the bid, or at the pre-bid Conference, whichever is earlier)

BID DA	TA
1.	GENERAL CONTRACTOR:
	ADDRESS:
	CONTACT (S):
	PHONE:
	FAX:
	E-MAIL:
2.	OWNER:
3.	NAME OF PROJECT:
	FILE NO.: ENGINEERING PROJECT NO.:
4.	SCHEDULE PRE-BID MEETING
	DATE/TIME:
	LOCATION:
5.	DATE/TIME FOR RECEIPT OF BIDS:
6.	SCHEDULE BID OPENING
	DATE/TIME: LOCATION:
7.	ESTIMATED JOB START DATE:
8.	ESTIMATED COMPLETION DATE:

PROJECT:	I 1 03 30 CAST-IN-PLACE CONCRETE
	1 103 31 STRUCTURAL CONCRETE
	1 03 35 CONCRETE FINISHING
LOCATION:	1 03 37 SPECIALTY PLACED CONCRETE
	03 39 CONCRETE CURING
BID DATE:	1 03 41 PRECAST STRUCTURAL
	CONCRETE
	[] 03 45 PRECAST ARCHITECTURAL
GENERAL CONTRACTOR CONTACT:	CONCRETE
NAME	[] 03 47 SITE-CAST CONCRETE
	1 03 62 NON-SHRINK GROUTING
ADDRESS:	1 03 63 EPOXY GROUTING
	1 03 81 CONCRETE CUTTING
	3 82 CONCRETE BORING
TELEPHONE: ()	
FAX: ()	(Please fill-in for other opportunity)
	frieges turning outer opportunity)
EMAIL: ()	DIVISION 4 - MASONRY (1) (2) (3) (4) (5)
	L 104 21 CLAY UNIT MASONRY
	04 22 CONCRETE UNIT MASONRY
	04 25 UNIT MASONRY PANELS
DEADLINE FOR PROPOSALS	04 SO MULTIPLE-WYTHE MASONRY
	04 43 STONE MASONRY
D. A. WITCHESON	04 57 MASONRY FIREPLACES
DATE/TIME	1 9471 MANUFACTURED BRICK MASCNRY
* Estimated Contract Opportunity Value:	1 04 73 MANUFACTURED STONE MASONRY
{1} 0-25,000 {2} 25,000-50,000 {3} 50,000-100,080 {4}	GA
100,000 - 500,000 (5) over 500,000	(Please fill-in for other opportunity)
DIVISION 02 - EXISTING CONDITIONS	
(1) (2) (3) (4) (5) *	DIVISION 5 - METALS {1} (2) (3) (4) (5)
(1) (4) (3) (4) (0) "	05 12 STRUCTURAL STEEL FRAMING
[102 21 SURVEYS	OS 14 STRUCTURAL ALUMINUM FRAMING
1 02 32 GEOTECHNICAL INVESTIGATIONS	1 05 15 WIRE ROPE ASSEMBLIES
102 41 DEMOLITION	1 05 21 STEEL JOIST FRAMING
02 42 REMOVAL and SALVAGE of	1 05 31 STEEL DECKING
CONSTRUCTION MATERIALS	1 05 35 RACEWAY DECKING ASSEMBLES
[] 02 43 STRUCTURE MOVING	05 41 STRUCTURAL METAL STUD
02 56 SITE CONTAINMENT	FRAHENG
02 65 UNDERGROUND STORAGE TANK	[] 05 42 COLD-FORMED METAL JOIST
REMOVAL	FRANING
02 81 TRANSPORTATION and DISPOSAL	[] 05 44 COLD-FORMED METAL TRUSSES
of HAZARDOUS MATERIALS	[] 05 51 METAL STAIRS
02 82 ASBESTOS REMEDIATION	1 05 52 METAL RAILINGS
2 83 LEAD REMEDIATION	[] 05 53 METAL GRATINGS
02 65 MOLD REMEDIATION	[] 05 55 METAL STAIR TREADS & NOSING
02 91 CHENICAL SAMPLING, TESTING	05 58 METAL CASTINGS
	05 58 FORMED METAL FABRICATIONS
and ANALYSIS [] 02 (Please fill-in other opportunity)	05 71 DECORATIVE METAL STAIRS
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(Lienes then office obbottmuth)	[] 05 75 DECORATIVE FORMED METAL
DIMISION 3 - CONCRETE (1) (2) (3) (4) [5)	05
OS 01 MAINTENANCE OF CONCRETE	(Please fill-in for other opportunity)
03 11 CONCRETE FORMING	to come our contract address (CA)
03 15 CONCRETE ACCESSORIES	DIVISION 6 - WOODS, PLASTICS & COMPOSITIES
03 21 REINFORCING STEEL	{1} (2] (3) (4) (5)
03 22 WELDED WIRE FABRIC	*** *** *** *** ***
REINFORCING	[] 06 11 WOOD FRAMING

[] 06 12 STRUCTURAL PANELS	
I 106 15 WOOD DECKING	DIVISION 8 - OPENINGS {1} {2} {3} [4] {5}
I 106 16 SHEATING	[] 08 11 METAL DOORS & FRAMES
06 17 SHOP FABRICATED STRUCTURAL	1 108 12 METAL FRAMES
WOOD	1 108 13 METAL DOORS
I 106 22 MILLWORK	[] 08 14 WOOD DOORS
[] 06 25 PREFINISHED PANEL	[] 08 16 COMPOSITE DOORS
[] 06 26 PANELING	I 1 08 17 INTEGRATED DOOR OPENING
[106 43 WOOD STAIRS & RAILINGS	ASSEMBLIES
	1 08 31 ACCESS DOORS & PANELS
[] 06 44 ORNAMENTAL WOODWORK	1 08 32 SLIDING GLASS DOORS
06 48 WOOD FRAMES	
06	[] 08 33 COILING DOORS & GRILLES
(Please fill-in for other opportunity)	[] 08 34 SPECIAL FUNCTION DOORS
DIVISION 7 THEOMAL & MOISTURE PROTECTION	[] 08 36 PANEL DOORS
DIVISION 7 – THERMAL & MOISTURE PROTECTION	
{1} {2} {3} {4} {5}	[] 08 41 ENTRANCES & STOREFRONTS
O7 11 DAMPPROOFING	08 42 ENTRANCES
O7 12 BUILT-UP BITUMINOUS	08 43 STOREFRONTS
WATERPROOFING	[] 08 44 CURTAIN WALL & GLAZED
07 13 SHEET WATERPROOFING	ASSEMBLIES
07 16 CEMENTIOUS & REACTIVE	08 51 METAL WINDOWS
WATERPROOFING	OS 52 WOOD WINDOWS
07 19 WATER REPELLANTS	08 53 PLASTIC WINDOWS
07 21 THERMAL INSULATION	08 54 COMPOSITE WINDOWS
07 22 ROOF & DECK INSULATION	08 56 SPECIAL FUNCTION WINDOWS
07 24 EXTERIOR INSULATION & FINISH	OS 62 UNIT SKYLIGHTS
SYSTEMS	08 63 METAL-FRAMED SKYLIGHTS
07 25 WEATHER BARRIERS	[] 08 71 DOOR HARDWARE
07 26 VAPOR RETARDERS	[] 08 74 ACCESS CONTROL HARDWARE
O7 31 SHINGLES & SHAKES	[] 08 75 WINDOW HARDWARE
O7 32 ROOF TILES	[] 08 79 HARDWARE ACCESSORIES
07 33 NATURAL ROOF COVERINGS	08 81 GLASS GLAZING
07 41 ROOF PANELS] 08 83 MIRRORS
O7 42 WALL PANELS	O8 84 PLASTIC GLAZING
] 07 46 SIDING	[] 08 88 SPECIAL FUNCTION GLAZING
] 07 51 BUILT-UP BITUMINOUS] 08 91 LOUVERS
ROOFING] 08 95 VENTS
07 52 MODIFIED BIITUMINOUS	88
MEMBRANE ROOFING	(Please fill-in for other opportunity)
07 53 ELASTOMETRIC MEMBRANE	
ROOFING	DIVISION 9 - FINISHES {1} {2} {3} {4} {5}
07 54 THERMOPLASTIC MEMBRANE	O9 21 PLASTER & GYPSUM
ROOFING	ASSEMBLIES
07 56 FLUID APPLIED ROOFING] 09 22 SUPPORTS FOR PLASTER &
O7 58 ROLL ROOFING	GYPSUM
[] 07 61 SHEET METAL ROOFING	09 23 GYPSUM PLASTERING
[] 07 65 FLEXIBLE FLASHING	[] 09 24 CEMENT PLASTERING
	09 26 VENEER PLASTERING
07 71 ROOF SPECIALTIES] 09 28 BACKING S &
07 72 ROOF ACCESSORIES	UNDERLAYMENTS
[] 07 81 APPLIED FIREPROOFING	09 29 GYPSUM
[] 07 84 FIRESTOPPING	09 30 TILING
07 91 PREFORMED JOINT SEALS	[] 09 51 ACOUSTICAL CEILINGS
[] 07 92 JOINT SEALANTS	09 54 SPECIALTY CEILINGS
07 95 EXPANSION CONTROL	[] 09 62 SPECIALTY FLOORING
[] 07	O 63 MASONRY FLOORING
(Please fill-in for other opportunity)	[] 09 64 WOOD FLOORING

09 65 RESILIENT FLOORING	
09 66 TERRAZZO FLOORING	DIVISION 12 - FURNISHINGS {1} {2} {3} {4} {5}
] 09 68 CARPETING	[] 12 21 WINDOW BLINDS
[] 09 72 WALL COVERINGS	12 22 CURTAINS & DRAPES
09 77 SPECIAL WALL SURFACING	12 23 INTERIOR SHUTTERS
09 91 PAINTING	[] 12 24 WINDOW SHADES
[] 09 93 STAINING & TRANSPARENT	12 32 MANUFACTURED CASEWORK
FINISHING	1 12 35 SPECIALTY CASEWORK
[] 09 96 HIGH PERFORMANCE COATINGS	12 36 COUNTERTOPS
O9 97 SPECIAL COATINGS	12 46 FURNISHING ACCESSORIES
09	112 48 RUGS & MATS
(Please fill-in for other opportunity)	1 12 51 OFFICE FURNITURE
,	12 52 SEATING
DIVISION 10 - SPECIALTIES {1} {2} {3} {4} {5}	12 54 HOSPITALITY FURNITURE
10 11 VISUAL DISPLAY UNITS	1 12 56 INSTITUTIONAL FURNITURE
[] 10 14 SIGNAGE	12 61 FIXED AUDIENCE SEATING
10 22 PARTITIONS	1 12 63 STADIUM & ARENA SEATING
10 26 WALL & DOOR PROTECTION	12 67 PEWS & BENCHES
10 28 TOILET, BATH & LAUNDRY	12 92 INTERIOR PLANTERS &
ACCESSORIES	ARTIFICAL PLANTS
[] 10 44 FIRE PROTECTION SPECIALTIES	[] 12 93 SITE FURNISHINGS
1 10 51 LOCKERS	12 55 5172 7 5144151111455
10 71 EXTERIOR PROTECTION	(Please fill-in for other opportunity)
10 74 MANUFACTURED EXTERIOR	(i loade ini-in for other opportunity)
SPECIALTIES	DIVISION 13 - SPECIAL CONSTRUCTION
[] 10 75 FLAGPOLES	{1} {2} {3} {4} {5}
10 81 PEST CONTROL DEVICES	[] 13 11 SWIMMING POOLS
1001 FEST CONTROL DEVICES	13 17 TUBS & POOLS
10 to 50ALES	13 17 10 13 4 POOLS
(Please fill-in for other opportunity)	13 21 CONTROLLED ENVIRONMENT
(Please fill-in for other opportunity)	13 21 CONTROLLED ENVIRONMENT ROOMS
(Please fill-in for other opportunity) DIVISION 11 - EQUIPMENT {1} {2} {3} {4} {5}	13 21 CONTROLLED ENVIRONMENT ROOMS [] 13 24 SPECIAL ACTIVITY ROOMS
(Please fill-in for other opportunity) DIVISION 11 - EQUIPMENT {1} {2} {3} {4} {5} [] 11 11 VEHICLE SERVICE EQUIPMENT	13 21 CONTROLLED ENVIRONMENT ROOMS 13 24 SPECIAL ACTIVITY ROOMS 13 28 ATHLETIC & RECREATIONAL
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[] 14 32 MOVING WALKS	[] 23 41 PARTICULATE AIR FILTRATION
1 14 42 WHEELCHAIR LIFTS	1 23 52 HEATING BOILERS
14 51 CORRESPNDENCE & PARCEL LIFTS	1 23 54 FURNACES
1491 FACILITY CHUTES	
	23 56 SOLAR ENERGY HEATING EQUIP.
14 92 PNEUMATIC TUBE SYSYTEMS	23 57 HEAT EXCHANGES FOR HVAC
14	[] 23 62 PACKAGED COMPRESSOR &
(Please fill-in for other opportunity)	CONDENSOR UNITS
	[] 23 63 REFRIGERANT CONDENSORS
	23 64 PACKAGED WATER CHILLERS
	23 65 COOLING TOWERS
DIVISION 21 -FIRE SUPPRESSION {1} {2} {3} {4} {5}	23 73 INDOOR CENTRAL-STATION AIR-
21 11 FIRE-SUPPRESSION WATER	* HANDLING UNITS
SERVICE PIPING &METHODS	
] 21 12 FIRE SUPPRESSION STANDPIPES	23 74 PACKAGED OUTDOOR HVAC EQUIP
21 13 FIRE SUPPRESSION SPRINKLER	[] 23 82 CONVECTION HEATING & COOLING
SYSTEMS	UNITS
] 21 21 CARBON-DIOXIDE FIRE	[] 23 84 HUMIDITY CONTROL EQUIPMENT
EXTINGUISHING SYSTEMS	[] 23
[] 21 22 CLEAN AGENT FIRE	(Please fill-in for other opportunity)
EXTINGUISHING SYSTEMS	(loads in in for stills opportunity)
[] 21 31 CENTIFUGAL FIRE PUMPS	DIVISON 26-ELECTRICAL {1} {2} {3} {4} {5}
21	1 20 00 INCTRIMENTATION 0 00 TROIL 500
	26 09 INSTRUMENTATION & CONTROL FOR
(Please fill-in for other opportunity)	ELECTRICAL SYSTEMS
] 26 12 MEDIUM VOLTAGE
DIVISON 22-PLUMBING {1} {2} {3} {4} {5}	TRANSFORMERS
] 22 07 PLUMBING INSULATION	[] 26 22 LOW VOLTAGE TRANSFORMERS
] 22 11 FACILITY WATER DISTRIBUTION	26 24 SWITCHS & PANELS
22 13 FACILITY SANITARY SEWERAGE	26 25 ENCLOSED BUS ASSEMBLIES
22 14 FACILITY STORM DRAINAGE	26 27 LOW VOLTAGE DISTRIBUTION
22 41 COMMERICAL PLUMBING FIXTURE	
22 41 COMMINICAL PLOMIDING PIXTORE	EQUIPMENT
1 22 42 COMMEDICAL DI LIMBING FIVTUDES	26 28 LOW VOLTAGE CIRCUIT
22 42 COMMERICAL PLUMBING FIXTURES	PROTECTIVE DEVICES
22 45 EMERGENCY PLUMBING FIXTURES] 26 29 LOW VOLTAGE CONTROLLERS
22 47 DRINKING FOUNTAINS & WATER	26 32 PACKAGED GENERATOR
COOLERS	ASSEMBLIES
22 51 SWIMMING POOL PLUMBING	[] 26 35 POWER FILTERS & CONDITIONERS
SYSTEMS	26 42 CATHODIC PROTECTION
] 22 66 CHEMICAL-WASTE SYSTEMS FOR	26 51 INTERIOR LIGHTING
LAB & HEALTHCARE FACILITIES	26 52 EMERGENCY LIGHTING
[]22	1 26 53 EXIT SIGNS
(Please fill-in for other opportunity)	
(Flease Int-in for other opportunity)	26 54 CLASSIFIED LOCATION LIGHTING
DIVISON OF LIFATING VENTU ATION AID] 26 55 SPECIAL PURPOSE LIGHTING
DIVISON 23-HEATING VENTILATION AIR] 26 56 EXTERIOR LIGHTING
CONDITIONING {1} {2} {3} {4} {5}	26 61 LIGHTING SYSTEMS &
	ACCESSORIES
] 23 07 HVAC INSULATION	[] 26 71 ELECTRICAL MACHINES
] 23 09 INSTRUMENTATION & CONTROL	1 26
FOR HVAC	(Please fill-in for other opportunity)
23 13 FACILITY FUEL-STORAGE TANKS	(issue initial for other opportunity)
23 21 HYDRONIC PIPING & PUMPS	COMMUNICATIONS 27 (4) (2) (4) (5)
23 22 STEAM & CONDENSATE PIPING &	COMMUNICATIONS- 27 {1} {2} {3} {4} {5}
PUMPS	27 13 COMMUNICATIONS BACKBONE
	CABLING
23 31 HVAC DUCTS & CASINGS	[] 27 41 AUDIO-VIDEO SYSTEMS
23 33 AIR DUCT ACCESSORIES] 27 51 DISTRIBUTED AUDIO VIDEO
23 34 HVAC FANS	27 52 HEALTHCARE COMMUNICATIONS &
23 37 AIR OUTLETS & INLETS	MONITORING SYSTEMS
[] 23 38 VENTILATION HOODS	[1 27 53 DISTRIBUTED SYSTEMS

27	[132 93 PLANTS
(Please fill-in for other opportunity)	1 32 94 PLANTING ACCESSORIES
(, , , , , , , , , , , , , , , , , , ,	[] 32 96 TRANSPLANTING
ELECTRONIC SAFETY & SECURITY- 28 {1} {2} {3}	[132
{4} {5}	(Please fill-in for other opportunity)
	(Flease illi-ill for other opportunity)
28 13 COMMUNICATIONS BACKBONE	LITH ITIES 22 (4) (2) (2) (4) (5)
CABLING	UTILITIES-33 {1} {2} {3} {4} {5}
28 16 INTRUSION DETECTION	33 11 WATER UTILITY DISTRIBUTION
28 23 VIDEO SURVEILLANCE	PIPING
28 31 FIRE DETECTION	33 12 WATER UTILITY DISTRIBUTION
28 33 FUEL-GAS DETECTION	EQUIPMENT
[] 98 39 MASS NOTIFICATION SYSTEMS	33 16 WATER UTILITY STORAGE TANKS
28] 33 21 WATER SUPPLY WELLS
(Please fill-in for other opportunity)	[] 33 31 SANITARY UTILITY SEWERAGE
	PIPING
EARTHWORK-31 {1} {2} {3} {4} {5}	[] 33 36 UTILITY SEPTIC TANKS
[] 31 06 SCHEDULES FOR EARTHWORK	33 41 STORM UTILITY DRAINAGE PIPING
[] 31 11 CLEARING & GRUBBING	1 33 42 CULVERTS
[] 31 13 SELECTIVE TREE & SHRUB REMOVAL	[] 33 44 STORM UTILITY WATER DRAINS
& TRIMMING	1 33 46 SUBDRAINAGE
[] 31 14 EARTH STRIPPING & STOCKPILING	1 33 49 STORM DRAINAGE STRUCTURES
131 22 GRADING	하다 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
]	[] 33 51 NATURAL GAS DISTRIBUTION
31 23 EXCAVATION & FILL	33 52 LIQUID FUEL DISTRIBUTION
31 25 ERSION & SEDIMENTATION	33 71 ELECTRICAL UTILITY TRANSMISSION
31 31 SOIL TREATMENT	& DISTRIBUTION
31 32 SOIL STABILIZATION	[] 33 81 COMMUNICATIONS & STRUCTURES
31 33 ROCK STABILIZATION	33
31 36 GABIONS	(Please fill-in for other opportunity)
31 37 RIPRAP	
31 41 SHORING	TRANSPORATION-34 {1} {2} {3} {4} {5}
31 43 CONCRETE RAISING] 34 11 RAIL TRACKS
31 45 VIBROFLORATION & DENSIFICATION	[] 34 41 ROADWAY SIGNALING AND CONTROL
31 46 NEEDLE BEAMS	EQUIPMENT
31 48 UNDERPINNING	[] 34 71 ROADWAY CONSTRUCTION
31 52 COFFERDAMS	1 34 72 RAILWAY CONSTRUCTION
[] 31 56 SHURRY WALLS	34
31 62 DRIVEN PILES	(Please fill-in for other opportunity)
[] 31 63 BORED PILES	(case and opportunity)
31	MATERIAL PROCESSING & HANDLING
(Please fill-in for other opportunity)	EQUIPMENT-41 {1} {2} {3} {4} {5}
(· · · · · · · · · · · · · · · · · · ·	1 41 21 CONVEYORS
EXTERIOR IMPROVEMENTS- 32 (1) (2) (3) (4) (5)	141 22 CRANES & HOISTS
[132 11 BASE COURSES	141
1 32 12 FLEXIBLE PAVING	(Please fill-in for other opportunity)
1 32 13 RIGID PAVING	(Flease ini-in for other opportunity)
32 16 CURBS, GUTTERS SIDEWALKS &	POLITICAL CONTROL FOURD 44 (4) (5) (5) (5)
	POLLUTION CONTROL EQUIP-44 (1) (2) (3) (4) (5)
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32 17 PAVING SPECIALTIES	EQUIPMENT
32 18 ATHLETIC & RECREATIONAL	L_] 44
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32 32 RETAINING WALLS	WATER & WASTEWATER EQUIPMENT-46
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32 35 SCREENING DEVICES	[] 46 07 PACKAGED WATER & WASTEWATER
[] 32 84 PLANTING IRRIGATION	TREATMENT EQUIPMENT
[] 32 91 PLANTING PREPARATION	[] 46
32 92 TURF & GRASSES	(Please fill-in for other opportunity)

FORM 3 (1page)

PARTICIPATION GOAL

(Must be submitted in the contractor's sealed bid)

General Contractor:
Contact:
Name of Project:
File No.: Engineering Project No
Date Submitted:
The project has a goal of ten to twenty percent (10-20%) MBE/DBE/WBE participation. Provide a brief summary of how this goal will be achieved. Failure to submit this form may result in a bid being rejected for non-responsiveness.
My goal for this project is%.
I plan on achieving this goal by:

Form 4 Contractors Submitting Bids (Must be submitted in the contractor's sealed bid)

Name of Project: File No.: Engineering Project No.: Date Submitted:	General Contractor:			
Name of Project: File No.: Engineering Project No.: Date Submitted:				
Name of Project: File No.: Engineering Project No.: Date Submitted:	Contact:			
File No.: Engineering Project No.: Date Submitted:	Name of Project:			
Date Submitted:				
All MBE/DBE/WBE Firms Submitting Bids Scope of Work				
All MBE/DBE/WBE Firms Submitting Bids Scope of Work				
<u></u>	All MBE/DBE/WBE Firms Submitting Bids	Scope of	of Work	
		_		
		_		
		_		
		_		
		_		
		_		

FORM 5

CONTRACTORS SUBMITTING BIDS

(Must be submitted in the contractor's sealed bid)

General Contractor:			
Contact:			
Name of Project:			
File No.:	_ Engineerin	g Project No.:	
Total Contract Amount: \$			_
Total Amount of All Subcontra	ctors: \$		_
Date Submitted:			_
All MBE/DBE/WBE firms to be	utilized	Scope of Work	Contract Amount
		·	

(Use additional pages if necessary)

Form 6 Unavailability Certification (Must be submitted following tentative bid award)

l,		(Name/Title), of
	(Date) I contacted the followi	(Company) certify that on
Enterprise to obtain proposals/bids	` '	ing minority/Disadvantaged Dusines.
MDE/DBE/WBE Firm	Work Items Sought	Form of Proposal Sought
	_	<u> </u>
on this project, or unable to prepar	belief, said Minority/Disadvantaged Business re a proposal/bid for the following reason(s):_	·
(This form to be completed by eac	h MBE/DBE/WBE listed, which was contacte	d, but did not submit a bid/proposal)
		MBE/DBE/WBE) was offered ar
	n the above identified work on	
The above statement is a true and	I accurate account of why I did not submit a p	proposal/bid on this project.
		(Signature of MBE/DBE/WBE)
	(Date)	
	(Title)	

(Use additional pages if necessary)

Form 7 Project Closeout Report (To be submitted upon completion of project)

General Contractor:		
Contact:		
Name of Project:		
File No.:	Engineering Project No.:	
Total Contract Amount: \$		
Final Contract Amount: \$		
Date Submitted:		
All MBE/DBE/WBE firms verified	Original subcontract amount	Final subcontract amount

Form 8 Monthly Report Form (To be submitted monthly directly to the City's consultant)

General Contractor:							
Contact:							
Name of Project:							
File No.:	File No.: Engineering Project No.:						
Total Contract Amount: \$							
Date Submitted:							
	В	illings					
Each MBE/DBE/WBE	Original						
Contractor utilized	subcontract	Previous	This period	Total			
	amount	amount	amount	Amount			

(Use additional pages if necessary)

Scope of Work & Specifications

Table of Contents

Scope of Work

Meters & Addresses

AMI 2021 Meter Change-Out Project Phase 1

Scope of Work and Specifications

As coordinated between the City of Tuscaloosa and Contractor, Contractor shall, provide Technical, Labor and Data services to exchange/replace, retrofit existing water meters, with provided (<1") water meters of same size and "lay-length" at assigned service locations. In performance of each WO Type, Contractor shall additionally install and program an ITRON 100W+ Water Pit Encoder with connectors. This installation shall be a through the lid installation. Meter boxes may be replaced on as-needed basis at the discretion of the utility.

City of Tuscaloosa will provide Meters, ITRON 100W+ Water Pit Encoders with connectors, Pit Lid Mounting Kits and Boxes to the Project. Contractor will furnish all labor, tools, and equipment supplemental to the Project Materials and Supplies that shall be supplied by the City as necessary for the proper and satisfactory performance of the Contract Services. Contractor will provide all Services typically required in the industry for the type of Services contracted and in accordance with the provisions, as applicable.

Removed smartpoints and meters are to be placed in empty meter packaging and returned to the City -designated storage location for disposition by City of Tuscaloosa.

This work shall be coordinated with the City of Tuscaloosa as to not impede the water billing process through "black-out" dates to the installation process during billing cycles.

Contractor shall collect and return daily Work-Order completion data via email to City of Tuscaloosa designated recipients each morning for the previous day's activities in the following format(s):

- 1. "Export file" in file format and layout as prescribed by the City or its Billing software provider (i.e. "fixed-width text") for mass daily update of Munis Billing/CIS system. Prior to project start, the Contractor shall provide test Export file/s as needed to assure proper upload into Munis Billing.; and
- 2. "Daily Work Report" in MS Excel compatible spreadsheet format (*.csv, *.xlsx, etc.) which, in addition to all "Export file" data from the corresponding date, will or may include other pertinent service location info (e.g. WO#, WO Type, any Ancillary Item#(s) completed, Site audit info, Meter exchange Date/Time, etc.). The format and contents of this report will be approved by the City of Tuscaloosa.

Contractor shall maintain and provide the following items for duration of project.

- 1. "Interactive Project Work Portal" in Web based application including capability of collecting pictures (before install, before reading, post install, post reading), Electronic WO Management System with site tracking (service record, install record, install date& time, statistics, notes), Field Tool Application with built in data validation of inventory serial#, read, GPS, valve position, Automatic processing and posting of meter exchange data to project portal.
- 2. "Call Center" staffed to receive customer calls, call login ability available via portal.
- 3. "Project Manager" onsite 24/7 for duration of project.

AMI 2021 Meter Change-Out Project Phase 1, Meters & Addresses

<u>Account</u>	Book	<u>Sequence</u>	<u>Address</u>	<u>Size</u>	MeterSerial
10046	5	25480	1429 E 39 AVE Tuscaloosa AL 35404	3/4S	98047
10156	5	49630	1441 E 51 AVE Tuscaloosa AL 35404	3/4S	38855538
10245	6	2730	5100 OLD BIRMINGHAM HWY 305 Tuscaloosa AL 35404	3/4	88991129
10304	6	4120	5100 OLD BIRMINGHAM HWY 806 Tuscaloosa AL 35404	3/4	81135976
10455	6	9640	5100 OLD BIRMINGHAM HWY Tuscaloosa AL 35404	1	3014959
10473	6	12400	5100 OLD BIRMINGHAM HWY 2316 Tuscaloosa AL 35404	3/4S	54108801
10477	6	12560	5100 OLD BIRMINGHAM HWY 2309 Tuscaloosa AL 35404	3/4S	80014075
10485	6	12880	5100 OLD BIRMINGHAM HWY 2301 Tuscaloosa AL 35404	3/4S	28130098
10664	6	89910	5317 E 10 ST Tuscaloosa AL 35404	3/4S	77493039
10759	10	18130	4104 E VASSIE DR Tuscaloosa AL 35404	3/4S	94296
10895	15	400	3613 CRESCENT GARDENS DR Tuscaloosa AL 35404	3/4S	64714830
10907	15	760	3514 E CRESCENT GARDENS DR Tuscaloosa AL 35404	3/4S	27973913
11278	20	49300	4214 ALEXANDER LN Tuscaloosa AL 35404	3/4S	81136146
11318	20	56840	819 NE CRESCENT RIDGE RD Tuscaloosa AL 35404	3/4S	38855546
11320	20	57820	819 NE CRESCENT RIDGE RD C Tuscaloosa AL 35404	3/4S	74561692
11422	25	17150	1023 NE 36 AVE Tuscaloosa AL 35404	3/4S	57215934
57244	25	42170	1109 NE 42 AVE Tuscaloosa AL 35404	3/4S	66716187
11551	25	67000	1415 NE CRESCENT RIDGE RD Tuscaloosa AL 35404	3/4S	46095531
11683	30	43590	1815 NE 41 AVE Tuscaloosa AL 35404	3/4S	57126685
11705	30	53900	1700 NE 44 AVE Tuscaloosa AL 35404	3/4S	23495262
11728	30	62500	4608 NE 17 ST B Tuscaloosa AL 35404	3/4S	54108455
11749	30	68050	4507 NE 17 ST Tuscaloosa AL 35404	3/4S	72938177
11765	30	73990	4407 NE 16 ST Tuscaloosa AL 35404	3/4S	6293537
11803	35	2940	931 E CRESCENT RIDGE RD 11 Tuscaloosa AL 35404	3/4S	85553713
11817	35	9310	928 E CRESCENT RIDGE RD Tuscaloosa AL 35404	3/4S	1383118
11842	35	18620	934 E 39 AVE B Tuscaloosa AL 35404	3/4S	49064765
11961	40	10290	16 E CUMBERLAND PARK Tuscaloosa AL 35404	3/4S	963892
12068	40	59780	4102 E HIGHPOINT DR Tuscaloosa AL 35404	3/4S	39867615
12166	45	47570	2415 NE MAIN ST Tuscaloosa AL 35404	3/4	75636686
12209	50	1960	16 NE BEALLE CIR Tuscaloosa AL 35404	3/4S	1279060
12213	50	2940	7 NE BEALLE CIR Tuscaloosa AL 35404	3/4S	42064111
12235	50	14700	2514 NE ALABAMA AVE Tuscaloosa AL 35404	3/4S	77761629
12437	55	41180	3900 NE 20 ST B Tuscaloosa AL 35404	3/4	62090361
12502	60	980	3100 WARRIOR RD Tuscaloosa AL 35404	3/4S	66428240
12524	60	10950	0 HENDERSON RD Tuscaloosa AL 35404	3/4	2627806
12556	60	19200	4711 PECAN LN Tuscaloosa AL 35404	3/4S	60000804
57689	60	25190	5700 HOLT PETERSON RD Tuscaloosa AL 35404	3/4S	67028156
12584	60	25200	5417 HOLT PETERSON RD Tuscaloosa AL 35404	3/4S	54768
12588	60	25310	5251 HOLT PETERSON RD Tuscaloosa AL 35404	3/4S	77362
12611	60	30940	4800 NE 17 ST 8 Tuscaloosa AL 35404	3/4S	52283022
12612	60	30950	4800 NE 17 ST 9 Tuscaloosa AL 35404	3/4S	27674675
12619	60	31340	4611 HOLT PETERSON RD Tuscaloosa AL 35404	3/4\$	65103232
12632	60	36040	4409 NE 20 ST Tuscaloosa AL 35404	3/4S	73106496
12639	60	39000	1918 NE 44 AVE Tuscaloosa AL 35404	3/4S	9274370

12667	60	49750	4122 NE ALABAMA AVE Tuscaloosa AL 35404	3/4S	78255
12734	65	22050	2122 E 22 ST Tuscaloosa AL 35405	3/4S	20924151
12930	70	22950	3017 E 12 AVE Tuscaloosa AL 35405	3/4S	19236653
12972	70	37730	3428 E MCFARLAND BLVD Tuscaloosa AL 35405	3/4S	67336576
12982	70	41650	36 SPRINGBROOK Tuscaloosa AL 35405	3/4S	49575
13058	70	78890	37 SPRINGBROOK Tuscaloosa AL 35405	3/4S	29274420
13144	71	17400	2800 E MCFARLAND BLVD 1003 Tuscaloosa AL 35405	3/4S	66715963
13160	71	18600	2800 E MCFARLAND BLVD 903 Tuscaloosa AL 35405	3/4S	71254821
13206	71	24400	2800 E MCFARLAND BLVD 507 Tuscaloosa AL 35405	3/4S	70841632
13220	71	26300	2800 E MCFARLAND BLVD 411 Tuscaloosa AL 35405	3/4S	56290353
13224	71	26500	2800 E MCFARLAND BLVD 411 Tuscaloosa AL 35405	3/4S	71254584
13354	71 75	45570	13 NE STEVENSON DR Tuscaloosa AL 35404	· · · · · · · · · · · · · · · · · · ·	54916
				3/4S	
13355	75 80	46060	11 NE STEVENSON DR Tuscaloosa AL 35404	3/45	7682770
66955	80	11250	2720 NE 39 AVE Tuscaloosa AL 35404	3/4	78374452
13411	80	16660	2621 NE 39 AVE Tuscaloosa AL 35404	3/45	27973641
13587	85	3030	608 E JACK WARNER PKY F13 Tuscaloosa AL 35404	3/45	54585117
13648	85	12180	630 NE 5 ST 210 Tuscaloosa AL 35405	3/4S	67925865
13649	85	12200	630 NE 5 ST 207 Tuscaloosa AL 35405	3/4S	68142023
13680	90	9020	318 NE 8 AVE A Tuscaloosa AL 35405	3/4S	65102883
13699	90	9780	412 NE 8 AVE B Tuscaloosa AL 35405	3/4S	64061063
13764	90	20950	425 NE 8 AVE 10 Tuscaloosa AL 35405	3/4S	67926025
13791	90	24800	421 NE 8 AVE D Tuscaloosa AL 35405	3/4S	68142290
13795	90	25500	419 NE 8 AVE C Tuscaloosa AL 35404	3/4S	82455781
13849	90	72030	611 HELEN KELLER BLVD Tuscaloosa AL 35404	3/4	52165115
13962	95	50650	1130 NE JACK WARNER PKY C20 Tuscaloosa AL 35404	3/4S	2405
14025	105	25480	506 27 AVE Tuscaloosa AL 35401	3/4S	84754025
66688	105	26600	2619 UNIVERSITY BLVD Tuscaloosa AL 35401	3/4	78100380
14032	105	29400	513 26 AVE Tuscaloosa AL 35401	3/4S	21873883
70727	105	42730	2422 6 ST Tuscaloosa AL 35401	3/4	88735009
66877	105	47400	2701 UNIVERSITY BLVD Tuscaloosa AL 35401	3/4	78602120
14076	105	49050	2800 6 ST Tuscaloosa AL 35401	3/4S	82286768
64488	105	50100	2828 6 ST Tuscaloosa AL 35401	1	74475984
14085	105	53410	2819 6 ST Tuscaloosa AL 35401	3/4	85251448
14086	105	53900	2811 6 ST Tuscaloosa AL 35401	3/4S	80013924
67356	105	58390	2601 6 ST Tuscaloosa AL 35401	1	79866451
14107	105	61340	606 GREENSBORO AVE Tuscaloosa AL 35401	1	67843608
14116	105	63710	2504 7 ST C Tuscaloosa AL 35401	3/4	86486005
14117	105	63720	2504 7 ST D Tuscaloosa AL 35401	3/4	54118434
14120	105	65170	2600 7 ST Tuscaloosa AL 35401	3/4	87178972
14122	105	66150	2604 7 ST Tuscaloosa AL 35401	3/4S	87179041
69213	105	68200	2700 7 ST Tuscaloosa AL 35401	3/4	84145843
14143	105	78400	2917 7 ST Tuscaloosa AL 35401	3/4	87666488
14147	105	80360	2901 7 ST Tuscaloosa AL 35401	3/4	83565896
68024	110	24500	2900 8 ST Tuscaloosa AL 35401	3/ 4 1	85249027
68037	110	24500	2900 8 ST Tuscaloosa AL 35401	3/4	85251839
68038	110	24510	2900 8 ST Tuscaloosa AL 35401	3/4	85251435
				3/4S	
14243	110	57330	818 27 AVE Tuscaloosa AL 35401	5/43	76069896

58024	110	68650	918 LURLEEN WALLACE BLVD S Tuscaloosa AL 35401	1	77761682
14268	110	79380	2605 11 ST Tuscaloosa AL 35401	3/4S	65103235
14293	115	10290	1207 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4S	76069825
14309	115	24990	1103 25 AVE Tuscaloosa AL 35401	1	96956
14319	115	32340	2413 13 ST Tuscaloosa AL 35401	3/4S	76636547
14313	115	42630	1303 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4	86485865
14341	115	56350	2423 14 ST Tuscaloosa AL 35401	3/4	85251593
62540	115	62400	409 25 AVE Tuscaloosa AL 35401	1	65662548
14346	115	69580	1527 25 AVE Tuscaloosa AL 35401	3/4	84844770
14350	115	70040	1520 GREENSBORO AVE A Tuscaloosa AL 35401	3/4	72760712
14355	115	73650	1601 25 AVE Tuscaloosa AL 35401	3/4S	82286593
14370	120	8330	4 INGLESIDE DR Tuscaloosa AL 35401	3/4	78602245
14374	120	10290	8 INGLESIDE DR Tuscaloosa AL 35401	3/4S	73106436
14387	120	20090	2514 22 ST Tuscaloosa AL 35401	3/4S	87178964
14392	120	21100	2505 SHORT 21 ST Tuscaloosa AL 35401	3/4S	83144349
14396	120	24010	2502 21 ST Tuscaloosa AL 35401	3/4S	78374411
14404	120	33000	2612 24 ST Tuscaloosa AL 35401	3/4S	82286597
14413	120	40180	2110 26 AVE Tuscaloosa AL 35401	3/4S	71254573
14423	120	45080	2613 21 ST Tuscaloosa AL 35401	3/4S	73541028
14433	120	55860	2614 21 ST Tuscaloosa AL 35401	3/4S	81935750
14435	120	58800	2004 26 AVE Tuscaloosa AL 35401	3/4S	72214047
14447	120	66150	2630 20 ST Tuscaloosa AL 35401	3/4	86809454
14456	120	71050	1922 26 AVE Tuscaloosa AL 35401	3/4	82286380
14470	120	82660	2630 19 ST Tuscaloosa AL 35401	3/4S	81936013
14472	120	82810	2610 SHORT 19 ST Tuscaloosa AL 35401	3/4	82286609
14474	120	84280	2601 19 ST Tuscaloosa AL 35401	3/4S	64328184
14481	125	9310	1921 JEMISON AVE Tuscaloosa AL 35401	3/4S	81872
14485	125	12250	1946 JEMISON AVE Tuscaloosa AL 35401	, 3/4S	87355158
14492	125	19110	2619 18 ST Tuscaloosa AL 35401	3/4S	82286508
14511	125	61740	2620 14 ST Tuscaloosa AL 35401	3/4S	82286625
14522	125	64680	1307 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4S	84754026
14525	125	66640	1402 30 AVE Tuscaloosa AL 35401	3/4	86809513
14539	125	72030	2908 STILLMAN BLVD Tuscaloosa AL 35401	3/4	87179014
14540	125	72520	2912 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	77761664
14544	125	74600	808 31 AVE Tuscaloosa AL 35401	3/4S	77761487
14545	125	74970	3102 STILLMAN BLVD Tuscaloosa AL 35401	3/4	83421731
14551	125	77910	915 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	76069857
14553	125	78450	1425 M L KING JR BLVD Tuscaloosa AL 35401	3/4	34727900
14579	125	90160	820 CHEROKEE AVE A Tuscaloosa AL 35401	3/4	84753951
14580	125	90650	820 CHEROKEE AVE B Tuscaloosa AL 35401	3/4S	78100311
14585	125	92120	816 CHEROKEE AVE Tuscaloosa AL 35401	3/4S	86809511
14590	130	2400	3221 8 ST Tuscaloosa AL 35401	3/4S	87358126
14598	130	5880	817 33 AVE Tuscaloosa AL 35401	3/4S	87666332
14600	130	6860	823 33 AVE Tuscaloosa AL 35401	3/4S	87358419
14613	130	16740	826 33 AVE B Tuscaloosa AL 35401	3/4S	27973848
14615	130	18130	818 33 AVE Tuscaloosa AL 35401	3/4	85251433
14623	130	21620	805 34 AVE H Tuscaloosa AL 35401	3/4S	87178962

14627	130	21700	805 34 AVE G Tuscaloosa AL 35401	3/4S	83177857
14629	130	21740	805 34 AVE I Tuscaloosa AL 35401	3/4S	76070213
14635	130	24990	829 34 AVE Tuscaloosa AL 35401	3/4	85251432
14637	130	25480	831 34 AVE Tuscaloosa AL 35401	3/4S	76636501
14643	130	30870	834 34 AVE Tuscaloosa AL 35401	3/4	87179106
14647	130	33320	810 34 AVE Tuscaloosa AL 35401	3/4S	82286769
14660	130	39690	3415 9 ST Tuscaloosa AL 35401	3/4	84235970
14663	130	41160	909 35 AVE Tuscaloosa AL 35401	3/4	87666484
14665	130	42140	913 35 AVE Tuscaloosa AL 35401	3/4S	83177855
14666	130	42630	915 35 AVE Tuscaloosa AL 35401	3/4S	83177860
14669	130	44100	923 34 AVE Tuscaloosa AL 35401	3/4S	83773432
14681	130	58310	3211 18 PL Tuscaloosa AL 35401	3/4S	75578339
14686	130	61250	3303 18 PL Tuscaloosa AL 35401	3/4	85251477
14693	130	65660	3335 18 PL Tuscaloosa AL 35401	3/4	87666491
14704	130	73500	1740 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	87357083
14704	130	74480	1732 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	85762899
		76930	3217 SHORT 17 ST Tuscaloosa AL 35401	3/45	
14713	130			•	46095792
70008	130	79380	3249 SHORT 17 ST Tuscaloosa AL 35401	3/4	86486035
14719	135	1470	3243 18 ST Tuscaloosa AL 35401	3/45	81936004
14720	135	1960	3247 18 ST Tuscaloosa AL 35401	3/4	86809313
14721	135	2450	3251 18 ST Tuscaloosa AL 35401	3/4\$	85762769
14725	135	5390	3270 18 ST Tuscaloosa AL 35401	3/4\$	77214945
14726	135	5880	3264 18 ST Tuscaloosa AL 35401	3/4\$	77761396
14727	135	6370	3260 18 ST Tuscaloosa AL 35401	3/4	82145207
14729	135	7350	3252 18 ST Tuscaloosa AL 35401	3/4	85122250
14730	135	7840	3248 18 ST Tuscaloosa AL 35401	3/4S	86809535
14739	135	12300	3212 SHORT 17 ST Tuscaloosa AL 35401	3/4S	70841749
14743	135	13230	1620 M L KING JR BLVD Tuscaloosa AL 35401	3/4	85251476
14746	135	14700	3225 16 PL Tuscaloosa AL 35401	3/4S	83421558
14752	135	19600	3213 16 ST Tuscaloosa AL 35401	3/4S	87357087
14754	135	20580	3221 16 ST Tuscaloosa AL 35401	3/4S	87357088
14755	135	21070	3223 16 ST Tuscaloosa AL 35401	3/4S	72213938
14756	135	21560	3225 16 ST Tuscaloosa AL 35401	3/4S	70841364
14757	135	22000	3206 16 ST Tuscaloosa AL 35401	3/4S	71254489
14758	135	22300	1500 32 CT Tuscaloosa AL 35401	3/4	78100592
68965	135	25000	1537 33 AVE Tuscaloosa AL 35401	3/4	83205390
14768	135	27440	1512 33 AVE Tuscaloosa AL 35401	3/4S	72938084
14772	135	32830	3314 SHORT 15 ST Tuscaloosa AL 35401	3/4	86809537
14774	135	34790	3316 15 PL B Tuscaloosa AL 35401	3/4	88734991
14775	135	35770	1505 34 AVE Tuscaloosa AL 35401	3/4S	87179035
14784	135	39690	3315 16 ST Tuscaloosa AL 35401	3/4S	71254557
14786	135	40670	3317 16 ST Tuscaloosa AL 35401	3/4	83421732
14787	135	41160	3319 16 ST Tuscaloosa AL 35401	3/4S	76070103
14790	135	42630	3328 17 ST Tuscaloosa AL 35401	3/45	777616566
14811	135	53900	3308 SHORT 17 ST Tuscaloosa AL 35401	3/45	72938138
14815	135	55860	1709 33 AVE Tuscaloosa AL 35401	3/45	87358647
14819	135	58800	3274 SHORT 17 ST Tuscaloosa AL 35401	3/4S	73540995

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14824	135	62230	3321 SHORT 17 ST Tuscaloosa AL 35401	3/4S	77761633
58337	135	64780	3332 18 ST Tuscaloosa AL 35401	3/4S	77761581
14834	135	67620	3320 18 ST Tuscaloosa AL 35401	3/4S	77761475
14844	140	980	1801 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4S	87358115
14851	140	3430	1717 36 AVE Tuscaloosa AL 35401	3/4S	87358120
14865	140	11270	1514 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4S	65103226
14868	140	13230	1508 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4	85251437
14873	140	19110	914 35 AVE Tuscaloosa AL 35401	3/4S	76636686
14875	140	20090	908 35 AVE Tuscaloosa AL 35401	3/4S	70841763
14876	140	20580	904 35 AVE Tuscaloosa AL 35401	3/4S	83421521
14893	140	28420	3527 8 ST Tuscaloosa AL 35401	3/4S	82286309
14909	140	34250	904 36 AVE Tuscaloosa AL 35401	3/4S	78100405
14910	140	34300	906 36 AVE Tuscaloosa AL 35401	3/4S	78374312
14913	140	35770	913 36 AVE Tuscaloosa AL 35401	3/4S	21831284
61675	140	42930	3601 STILLMAN BLVD Tuscaloosa AL 35401	1	70796685
62523	140	43100	3901 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	82286687
14934	140	44590	1021 38 AVE Tuscaloosa AL 35401	3/4S	77761654
14936	140	47530	905 38 AVE Tuscaloosa AL 35401	3/4\$	8927697
14940	140	49490	901 38 AVE Tuscaloosa AL 35401	3/45	87357202
14945	140	51940	1002 37 AVE Tuscaloosa AL 35401	3/45	87358422
14967	140	64680	820 37 AVE Tuscaloosa AL 35401	3/45	73106596
14907	140	66150	816 37 AVE Tuscaloosa AL 35401	3/45	64714503
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14977	140	69090	809 37 AVE Tuscaloosa AL 35401	3/4	87666483
14979	140	70070	806 37 AVE Tuscaloosa AL 35401	3/45	36227216
14981	140	71050	805 37 AVE Tuscaloosa AL 35401	3/4	87179101
14982	140	71540	804 37 AVE Tuscaloosa AL 35401	3/45	76636485
14989	145	13230	2710 16 ST Tuscaloosa AL 35401	3/45	64180
15000	145	25970	2708 16 PL Tuscaloosa AL 35401	3/45	78374459
15001	145	26460	2706 16 PL Tuscaloosa AL 35401	3/45	81936084
15006	145	31850	1601 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/45	71847720
15015	145	40180	1607 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4\$	73541321
15016	145	40670	1609 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/45	28129999
15020	145	43610	2625 17 PL B Tuscaloosa AL 35401	3/45	75578237
15033	145	50960	2706 17 ST Tuscaloosa AL 35401	3/45	33832875
15044	145	57330	1701 28 AVE Tuscaloosa AL 35401	3/45	85122408
15056	145	64680	2718 17 PL Tuscaloosa AL 35401	3/4	85122458
15060	145	68110	2724 18 ST Tuscaloosa AL 35401	3/4	83565892
15066	145	72520	2640 18 ST Tuscaloosa AL 35401	3/4	82286321
15068	145	76440	2703 18 ST Tuscaloosa AL 35401	3/4S	77761477
15086	150	2450	1904 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4	82145208
68543	150	2450	1904 T Y ROGERS JR AVE Tuscaloosa AL 35401	3/4	83205520
15095	150	7450	1904 28 AVE B Tuscaloosa AL 35401	3/4S	85122440
15114	150	19110	2680 20 ST Tuscaloosa AL 35401	3/4S	81935900
15118	150	20200	2659 20 ST Tuscaloosa AL 35401	3/4S	35283614
15119	150	21070	2655 20 ST Tuscaloosa AL 35401	3/4S	85122247
15124	150	23520	2026 JEMISON AVE Tuscaloosa AL 35401	3/4	61658805
15127	150	25480	2637 21 ST Tuscaloosa AL 35401	3/4S	63900

15130	150	26950	2639 21 ST Tuscaloosa AL 35401	3/4S	70841712
15131	150	27440	2673 21 ST Tuscaloosa AL 35401	3/4	87666487
15134	150	28880	2649 21 ST B Tuscaloosa AL 35401	3/4S	44204431
15139	150	31360	2689 21 ST Tuscaloosa AL 35401	3/4S	76069867
15140	150	32340	2729 21 ST Tuscaloosa AL 35401	3/4S	83565891
15154	150	38710	2671 20 ST Tuscaloosa AL 35401	3/4	85762990
15160	150	41650	2697 20 ST Tuscaloosa AL 35401	3/4S	70841564
15169	150	48020	2803 20 ST Tuscaloosa AL 35401	3/4S	77761580
15178	150	51940	2807 20 ST Tuscaloosa AL 35401	3/4S	82286466
15179	150	52430	2811 20 ST Tuscaloosa AL 35401	3/4S	7350093
15181	150	53900	2812 20 ST Tuscaloosa AL 35401	3/4S	88734994
15183	150	54060	2815 20 ST Tuscaloosa AL 35401	3/4	85251474
15184	150	54390	2814 20 ST Tuscaloosa AL 35401	3/4S	85762904
58363	150	54500	2826 20 ST Tuscaloosa AL 35401	3/4	78374280
15188	150	56840	2812 20 PL Tuscaloosa AL 35401	3/4S	83421517
15189	150	57330	2813 20 PL Tuscaloosa AL 35401	3/4S	85762405
15194	150	59780	2812 21 ST Tuscaloosa AL 35401	3/4S	73105749
15195	150	60270	2808 21 ST Tuscaloosa AL 35401	3/4S	77761666
15199	150	62230	2804 21 ST A Tuscaloosa AL 35401	3/4S	73106479
15225	150	76440	3021 21 ST A Tuscaloosa AL 35401	3/4	87356525
15226	150	76930	3025 21 ST Tuscaloosa AL 35401	3/4S	85762903
15227	150	77420	3031 21 ST Tuscaloosa AL 35401	3/4S	57949418
15230	150	78890	3041 21 ST Tuscaloosa AL 35401	3/4S	75578305
15233	150	80360	3119 21 ST Tuscaloosa AL 35401	3/4S	84753906
15240	150	83790	3114 21 ST Tuscaloosa AL 35401	3/4S	71847992
15246	150	86240	3018 21 ST Tuscaloosa AL 35401	3/4S	87179037
15250	150	88200	3002 21 ST Tuscaloosa AL 35401	3/4S	78100403
15260	155	4410	2012 29 AVE Tuscaloosa AL 35401	3/4S	71847635
15262	155	5390	2903 20 ST Tuscaloosa AL 35401	3/4	85251473
15274	155	15190	2909 20 ST Tuscaloosa AL 35401	3/4S	712746070
15280	155	18130	2921 20 ST Tuscaloosa AL 35401	3/4S	61657982
15284	155	20120	3001 20 ST C Tuscaloosa AL 35401	3/4S	77761415
15285	155	20140	3005 20 ST Tuscaloosa AL 35401	3/4	87179107
15303	155	27440	3116 20 ST Tuscaloosa AL 35401	3/4	85251471
15313	155	32340	3008 20 ST Tuscaloosa AL 35401	3/4S	70841713
15314	155	32830	3004 20 ST A Tuscaloosa AL 35401	3/4S	35264423
15315	155	32870	3004 20 ST B Tuscaloosa AL 35401	3/4	84754058
15317	155	33810	1928 DINAH WASHINGTON AVE Tuscaloosa AL 35401	3/4S	83421520
15321	155	37730	3019 SHORT 19 ST Tuscaloosa AL 35401	3/4S	77761574
15331	155	43660	1923 M L KING JR BLVD Tuscaloosa AL 35401	3/4	78100492
15340	155	47530	3108 SHORT 19 ST Tuscaloosa AL 35401	3/4S	85762902
15344	155	49490	3028 SHORT 19 ST Tuscaloosa AL 35401	3/4S	28199991
15348	155	51450	3014 SHORT 19 ST Tuscaloosa AL 35401	3/4S	42321811
15353	155	72300	1919 DINAH WASHINGTON AVE 13 Tuscaloosa AL 35401	3/4S	82286771
15360	155	75460	3011 19 ST Tuscaloosa AL 35401	3/4S	70841592
15361	155	75500	3015 19 ST 1 Tuscaloosa AL 35401	3/4S	82286546
15366	155	78400	3019 19 ST 3 Tuscaloosa AL 35401	3/4	83177844

15367	155	78890	3021 19 ST Tuscaloosa AL 35401	3/4S	73106566
15372	155	80850	3119 19 ST Tuscaloosa AL 35401	3/4	83421679
15374	155	81830	1905 M L KING JR BLVD 1 Tuscaloosa AL 35401	3/4\$	82286755
15375	155	82320	1905 M L KING JR BLVD 4 Tuscaloosa AL 35401	3/4S	82286483
15376	155	82810	1905 M L KING JR BLVD 5 Tuscaloosa AL 35401	3/4S	83177856
15377	155	83300	1905 M L KING JR BLVD 6 Tuscaloosa AL 35401	3/4S	82286590
15378	155	83790	1905 M L KING JR BLVD 2 Tuscaloosa AL 35401	3/4S	77214951
15379	155	84280	1905 M L KING JR BLVD 3 Tuscaloosa AL 35401	3/4S	83421677
15386	155	88200	3112 19 ST Tuscaloosa AL 35401	3/4S	82286773
15387	155	88690	3110 19 ST Tuscaloosa AL 35401	3/4	87179099
15405	160	14150	1910 29 AVE 32 Tuscaloosa AL 35401	3/4S	82286356
66934	160	14200	1913 29 AVE Tuscaloosa AL 35401	3/4	7761255
15420	160	20090	2800 19 ST Tuscaloosa AL 35401	3/4S	87356527
15426	160	23030	2816 19 ST Tuscaloosa AL 35401	3/4S	73106437
15442	160	30870	2805 18 ST Tuscaloosa AL 35401	3/4S	73540992
68435	160	41100	1510 DINAH WASHINGTON Tuscaloosa AL 35401	3/4	81935955
15461	160	41160	3109 DRAGONS LN 1 Tuscaloosa AL 35401	3/4S	73541292
15462	160	41650	3109 DRAGONS LN 3 Tuscaloosa AL 35401	3/4S	77761414
15464	160	42630	3109 DRAGONS LN 2 Tuscaloosa AL 35401	3/4	84771628
15469	160	45080	3123 18 ST Tuscaloosa AL 35401	3/4S	83205752
15471	160	45570	3127 18 ST Tuscaloosa AL 35401	3/4	85762946
15472	160	46060	3131 18TH ST Tuscaloosa AL 35401	3/4S	74561607
15478	160	51450	2911 17TH ST Tuscaloosa AL 35401	3/4	86252504
15479	160	51940	2903 17 ST Tuscaloosa AL 35401	3/4S	85251484
15485	160	55370	1707 29 AVE Tuscaloosa AL 35401	3/4	85251483
15489	160	58310	2820 17 ST Tuscaloosa AL 35401	3/4	86809520
15493	160	60760	2814 17 ST Tuscaloosa AL 35401	3/4S	72938178
15499	160	63700	2838 16 PL Tuscaloosa AL 35401	3/4	82286792
15504	160	66150	1620 28 AVE Tuscaloosa AL 35401	3/4S	75578289
15506	160	67130	1602 28 AVE Tuscaloosa AL 35401	3/4S	84145826
69263	160	67130	1600 28 AVE Tuscaloosa AL 35401	3/4S	61657810
15516	160	73500	2820 16 ST Tuscaloosa AL 35401	3/4S	61658618
15557	165	12740	2101 JEMISON AVE Tuscaloosa AL 35401	3/4	87179007
15565	165	17000	2115 JEMISON AVE C Tuscaloosa AL 35401	3/4S	88734938
15569	165	17740	2120 JEMISON AVE B Tuscaloosa AL 35401	3/4	85251815
15579	165	21070	2203 JEMISON AVE Tuscaloosa AL 35401	3/4S	61659115
15590	165	26460	2210 ALSTON AVE Tuscaloosa AL 35401	3/4	84145900
67398	165	28940	2673 22 ST Tuscaloosa AL 35401	3/4	84844858
67397	165	29500	2671 22 ST Tuscaloosa AL 35401	3/4	84844859
15617	165	47530	2699 22 ST Tuscaloosa AL 35401	3/4S	77214735
15620	165	49490	2707 22 ST Tuscaloosa AL 35401	3/4S	81935996
15625	165	51940	2712 22 ST Tuscaloosa AL 35401	3/4S	71848019
15629	165	53900	2716 22 ST Tuscaloosa AL 35401	3/4S	70841356
15635	165	57330	2806 22 ST Tuscaloosa AL 35401	3/4S	78100441
15636	165	57820	2810 22 ST Tuscaloosa AL 35401	3/4S	71847979
15670	165	72520	3033 22 ST Tuscaloosa AL 35401	3/4	80013928
15671	165	72720	3031 22 ST Tuscaloosa AL 35401	3/4S	72938251
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15688	165	80360	3018 22 ST Tuscaloosa AL 35401	3/4S	82286458
15705	165	89180	2735 23 ST B Tuscaloosa AL 35401	3/4S	75578380
15706	165	89200	2735 23 ST A Tuscaloosa AL 35401	3/4	87356590
15716	170	4900	2833 23 ST Tuscaloosa AL 35401	3/4S	84753916
15717	170	5390	2302 29 AVE Tuscaloosa AL 35401	3/4\$	77761388
15732	170	12740	3028 23 ST Tuscaloosa AL 35401	3/4\$	42388051
15741	170	16660	2313 31 AVE Tuscaloosa AL 35401	3/45	73106748
15742	170	17150	3037 23 ST Tuscaloosa AL 35401	3/4S	20112575
15752	170	22050	2930 23 ST Tuscaloosa AL 35401	3/4S	81935895
15760	170	27440	2900 23 ST A Tuscaloosa AL 35401	3/4	84753945
15762	170	28420	2220 29 AVE A Tuscaloosa AL 35401	3/4S	76636760
15766	170	29890	2820 23 ST Tuscaloosa AL 35401	3/4S	76070069
15778	170	35770	2401 T Y ROGERS JR AVE Tuscaloosa AL 35403		78602223
15790	170	41650	2817 24 ST Tuscaloosa AL 35401	3/4	78374190
15797	170	44640	2917 24 ST Tuscaloosa AL 35401	3/4	86252391
15805	170	48510	3016 24 ST Tuscaloosa AL 35401	3/4S	85762806
15807	170	49490	3024 24 ST Tuscaloosa AL 35401	3/45	26380959
15809	170	50470	3032 24 ST Tuscaloosa AL 35401	3/45	73540980
15810	170	50960	3036 24 ST Tuscaloosa AL 35401	3/45	81936041
15825	170	53780	3026 25 ST D6 Tuscaloosa AL 35401	3/45	85122353
15826	170	53800	3026 25 ST D5 Tuscaloosa AL 35401	3/4\$	85762840
15831	170	56350	3017 24 ST Tuscaloosa AL 35401	3/4	85122439
15833	170	57330	3009 24 ST Tuscaloosa AL 35401	3/4\$	76636854
15851	170	66150	2716 24 ST Tuscaloosa AL 35401	3/4S	81136083
15852	170	66640	2710 24 ST Tuscaloosa AL 35401	3/4S	77214626
15853	170	67130	2706 24 ST Tuscaloosa AL 35401	3/4	82286599
15862	170	72030	2716 25 ST Tuscaloosa AL 35401	3/4S	71847975
15865	170	73500	2718 25 ST B Tuscaloosa AL 35401	3/4S	81935757
15871	170	76930	2820 25 ST Tuscaloosa AL 35401	3/4	84753979
15877	170	79870	2928 25 ST Tuscaloosa AL 35401	3/4	85251816
15879	170	80380	2930 25 ST Tuscaloosa AL 35401	3/4S	26169291
15881	170	80500	3002 25 ST 106 Tuscaloosa AL 35401	3/4\$	81135980
15885	170	80580	3002 25 ST 103 Tuscaloosa AL 35401	3/4	87357584
15886	170	80600	3002 25 ST 104 Tuscaloosa AL 35401	3/4\$	70841496
15888	170	80640	3002 25 ST 110 Tuscaloosa AL 35401	3/4	84753949
15889	170	80660	3002 25 ST 101 Tuscaloosa AL 35401	3/4S	76636622
15893	170	80980	3014 25 ST 8 Tuscaloosa AL 35401	3/4S	82286542
15894	170	80990	3014 25 ST 7 Tuscaloosa AL 35401	3/4S	77761354
15896	170	81010	3014 25 ST 5 Tuscaloosa AL 35401	3/4S	64328239
64525	170	90800	3003 25 ST Tuscaloosa AL 35401	1	74475991
64524	170	90900	3003 25 ST Tuscaloosa AL 35401	3/4S	72938210
64338	175	2400	3003 26 ST Tuscaloosa AL 35401	3/4S	72938341
15975	175	35280	3023 28 ST Tuscaloosa AL 35401	3/45	73540973
15978	175	36290	3013 28 ST Tuscaloosa AL 35401	3/45	73540373
16001	175	45570	2820 26 ST Tuscaloosa AL 35401	3/45	73341078
16001	175	46160	2832 26 ST Tuscaloosa AL 35401	3/4	85251485
16007	175	49490	2908 26 ST Tuscaloosa AL 35401	3/4	86809472

16011	175	52430	2927 25 ST Tuscaloosa AL 35401	3/4S	83205541
16012	175	52920	2921 25 ST Tuscaloosa AL 35401	3/4S	83421538
16028	175	60760	2731 25 ST Tuscaloosa AL 35401	3/4S	75578185
16035	175	62720	2701 25 ST Tuscaloosa AL 35401	3/4	82286741
16045	175	70070	2674 25 ST Tuscaloosa AL 35401	3/4	85251465
16046	175	70560	2678 25 ST Tuscaloosa AL 35401	3/4	85251466
64335	175	73600	2685 23 ST Tuscaloosa AL 35401	3/4S	72938356
16055	175	75460	2655 23 ST Tuscaloosa AL 35401	3/4	83421719
16063	175	82320	2645 ELIZABETH ST Tuscaloosa AL 35401	3/4S	85762764
16079	175	90650	2693 24 ST Tuscaloosa AL 35401	3/4S	85762894
16096	180	11000	1236 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	82286690
16099	180	17000	1200 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4	87358627
16126	180	27100	150 N RICE MINE RD G206 Tuscaloosa AL 35406	3/4S	71847749
16193	180	33300	150 N RICE MINE RD C205 Tuscaloosa AL 35406	3/4\$	74561542
16194	180	33350	150 N RICE MINE RD C105 Tuscaloosa AL 35406	3/4S	65103224
16222	180	36150	150 N RICE MINE RD A107 Tuscaloosa AL 35406	3/4S	42388006
16229	180	36500	150 N RICE MINE RD A203 Tuscaloosa AL 35406	3/4S	76636744
16245	180	44220	500 SNOWS MILL AVE 408 Tuscaloosa AL 35406	3/4	85122356
16337	180	49880	500 SNOWS MILL AVE 408 Tuscaloosa AL 35406	3/4S	88530617
16341	180	50060	500 SNOWS MILL AVE 701 Tuscaloosa AL 35406	3/4	81136002
16376	180	50900	500 SNOWS MILL AVE 103 Tuscaloosa AL 35406	3/4S	81136002
16473	180	60420	1512 RIVER RO DR Tuscaloosa AL 35401	3/4	87666323
16476	180	60480	1524 RIVER RO DR. Tuscaloosa AL 35401	3/4S	78374325
16489	180	61550	404 VANTAGE POINT Tuscaloosa AL 35406	3/4S	50532934
16498	180	61870	419 VANTAGE POINT Tuscaloosa AL 35406	3/4	61222166
16499	180	61900	1301 N RICE MINE RD Tuscaloosa AL 35406	1	67843861
16509	180	63020	815 N RICE MINE RD Tuscaloosa AL 35406	1	79866444
16514	180	99000	0 N MCFARLAND BLVD Tuscaloosa AL 35406	1	79866447
64307	185	4390	11 ROLLINGWOOD Tuscaloosa AL 35406	1	74476030
16589	185		1110 INDIAN HILLS DR Tuscaloosa AL 35406	3/4S	23379269
16594	185	19140 20580	1201 INDIAN HILLS DR. Tuscaloosa AL 35406	3/43	43777933
			1402 INDIAN HILLS DR Tuscaloosa AL 35406	3/4	86485926
16622 16634	185 185	28420	1788 NE MCFARLAND BLVD Tuscaloosa AL 35406	5/4 1	64732906
16655	185	30410 30780	1007 N BEDFORD PL Tuscaloosa AL 35406		
			1103 N BEDFORD PL Tuscaloosa AL 35406	3/45	56810153
16663	185	31240		3/45	25054734
16667	185	31300	1109 N BEDFORD PL Tuscaloosa AL 35406	3/45	50117090
16677	185	31450	1016 N BEDFORD PL Tuscaloosa AL 35406	3/45	87356807
16723	185	35280	1306 N OVERLOOK RD Tuscaloosa AL 35406	3/45	87354996
16737	185	40180	1121 N OVERLOOK RD Tuscaloosa AL 35406	3/45	82163269
16753	185	42810	831 N OVERLOOK RD Tuscaloosa AL 35406	3/45	78602209
16760	185	43730	707 N OVERLOOK RD Tuscaloosa AL 35406	3/4	81935768
16767	185	43910	603 N OVERLOOK RD Tuscaloosa AL 35406	3/45	28130163
16773	185	44340	514 NORTHSHORE DR Tuscaloosa AL 35406	3/4\$	87358046
16784	185	44590	501 NORTHSHORE DR Tuscaloosa AL 35406	3/4	84145855
64256	185	44850	733 N CANYON CIR Tuscaloosa AL 35406	1	74476062
16800	185	44980	723 N CANYON RD Tuscaloosa AL 35406	3/45	28129828
16822	185	48320	604 N CANYON CIR Tuscaloosa AL 35406	3/4S	67843920

16825	185	48350	624 N CANYON CIR Tuscaloosa AL 35406	1	57128429
16826	185	48360	624 N CANYON CIR Tuscaloosa AL 35406	3/4S	39252929
16829	185	48620	726 N CANYON CIR Tuscaloosa AL 35406	1	84845107
16932	190	8330	1427 HERITAGE LN Tuscaloosa AL 35406	3/4S	84753987
16992	190	23520	1417 PLYMOUTH LN Tuscaloosa AL 35406	3/4S	82286767
17004	190	25520	1029 HERITAGE LN Tuscaloosa AL 35406	3/4S	87355100
17011	190	25600	1012 HERITAGE LN Tuscaloosa AL 35406	3/4S	83421709
17040	190	26100	1223 MAYFLOWER DR Tuscaloosa AL 35406	3/4S	39670849
17076	190	32930	1526 HERITAGE LN Tuscaloosa AL 35406	3/4	83421676
17086	190	36290	1614 HERITAGE LN Tuscaloosa AL 35406	3/4S	87357097
17089	190	36400	0 WATERMELON RD Tuscaloosa AL 35476	3/4S	87357215
17111	190	44100	1622 N 9 ST Tuscaloosa AL 35406	3/45	81935830
17111	190	44590	1608 N 9 ST Tuscaloosa AL 35406	3/45	83205800
17116	190	46550	1036 N 16 AVE Tuscaloosa AL 35406	3/45	71254854
17118	190	47530	1566 N 10 ST Tuscaloosa AL 35406	3/45	87358145
17113	190	48540	1536 N 10 ST Tuscaloosa AL 35406	3/45	87358651
17121	190	51450	1561 N 10 ST Tuscaloosa AL 35406		87358650
				3/45	
17128	190	52430	1017 N 16 AVE Tuscaloosa AL 35406	3/45	25981909
17129	190	52920	1518 N 9 ST Tuscaloosa AL 35406	3/45	70284393
17150	190	63210	1621 N 9 ST Tuscaloosa AL 35406	3/45	24411427
17154	190	65170	1719 N 9 ST Tuscaloosa AL 35406	3/45	87358092
17157	190	67000	1814 FOX RIDGE RD Tuscaloosa AL 35406	3/4\$	87358100
17179	190	67400	624 STEEPLECHASE RD Tuscaloosa AL 35406	3/45	38586261
17229	190	74790	2025 FOX RIDGE RD Tuscaloosa AL 35406	3/45	87357611
17241	195	19450	1508 SHALLOW CREEK RD Tuscaloosa AL 35406	3/45	32548964
17264	195	22030	311 SHALLOW CREEK RD Tuscaloosa AL 35406	1	84749781
17272	195	22350	413 SHALLOW CREEK RD Tuscaloosa AL 35406	3/45	77761374
17321	195	40300	510 SHALLOW CREEK RD Tuscaloosa AL 35406	3/4\$	78100462
17374	195	52150	701 RESTON DR Tuscaloosa AL 35406	3/4	87356670
17459	195	71600	1726 BIENVILLE ST Tuscaloosa AL 35406	3/4S	52282782
17471	195	72950	1713 BIENVILLE ST Tuscaloosa AL 35406	3/4S	73106477
17501	195	74850	1721 DUVAL ST Tuscaloosa AL 35406	3/4S	88734923
17513	195	77550	1704 SAINT CHARLES PL Tuscaloosa AL 35406	3/4S	82286409
17514	195	77600	1706 SAINT CHARLES PL Tuscaloosa AL 35406	3/4	86252378
17530	195	79500	1713 SAINT CHARLES PL Tuscaloosa AL 35406	3/4S	81136139
17577	196	21800	201 MARINA DR 603 Tuscaloosa AL 35406	3/4	81136110
17606	196	23240	201 MARINA DR 1511 Tuscaloosa AL 35406	3/4	87356841
17646	196	25040	201 MARINA DR 1016 Tuscaloosa AL 35406	3/4	81935819
17662	196	26040	201 MARINA DR 1107 Tuscaloosa AL 35406	3/4	88734975
17742	205	980	2668 25 ST Tuscaloosa AL 35401	3/4\$	87357614
17745	205	3430	2664 25 ST Tuscaloosa AL 35401	3/4S	77661300
17748	205	4900	2644 25 ST Tuscaloosa AL 35401	3/4S	61658611
17761	205	10780	2522 26 ST A Tuscaloosa AL 35401	3/4S	67926224
17762	205	11270	2522 26 ST B Tuscaloosa AL 35401	3/4S	74561488
17763	205	11760	2528 26 ST B Tuscaloosa AL 35401	3/4S	70841343
17764	205	12250	2528 26 ST A Tuscaloosa AL 35401	3/4S	70284003
17765	205	12740	2528 26 ST C Tuscaloosa AL 35401	3/4S	71254785

17767	205	13230	2542 26 ST Tuscaloosa AL 35401	3/4S	77214800
17768	205	13720	2602 26 ST Tuscaloosa AL 35401	3/4	81935956
17769	205	14210	2614 26 ST Tuscaloosa AL 35401	3/4	83421722
17770	205	14700	2626 26 ST Tuscaloosa AL 35401	3/4	80013746
17776	205	17150	2718 26 ST Tuscaloosa AL 35401	3/4\$	86252265
17777	205	17640	2722 26 ST Tuscaloosa AL 35401	3/4S	73541135
17780	205	18800	2724 26 ST A Tuscaloosa AL 35401	3/4S	76070779
17792	205	19600	2531 26 ST Tuscaloosa AL 35401	3/4	78374474
17796	205	22000	2686 ELM ST Tuscaloosa AL 35401	3/4	83567446
17805	205	22670	2745 ELM ST 8 Tuscaloosa AL 35401	3/4S	85251470
17807	205	22690	2745 ELM ST 10 Tuscaloosa AL 35401	3/4	85251463
17809	205	22710	2745 ELM ST 12 Tuscaloosa AL 35401	3/4S	7124448
17811	205	22730	2745 ELM ST 14 Tuscaloosa AL 35401	3/4S	81935879
17812	205	22740	2745 ELM ST 15 Tuscaloosa AL 35401	3/4S	78601937
17820	205	22820	2700 BEECH ST 23 Tuscaloosa AL 35401	3/4S	44978991
17826	205	22880	2700 BEECH ST 29 Tuscaloosa AL 35401	3/4S	61658907
17827	205	23300	2700 BEECH ST 30 Tuscaloosa AL 35401	3/4S	61658904
17828	205	23350	2700 BEECH ST 31 Tuscaloosa AL 35401	3/4S	39670198
17829	205	23400	2700 BEECH ST 32 Tuscaloosa AL 35401	3/4S	57215957
17830	205	25970	2696 ELM ST Tuscaloosa AL 35401	3/4S	64328396
17837	205	29890	2722 OAK ST Tuscaloosa AL 35401	3/4	88734929
17838	205	30380	2723 OAK ST Tuscaloosa AL 35401	3/4S	32036525
17842	205	30450	2735 OAK ST Tuscaloosa AL 35401	3/4	85122248
17846	205	30870	2747 OAK ST Tuscaloosa AL 35401	3/4S	83205697
17856	205	33320	2749 HICKORY ST Tuscaloosa AL 35401	3/4S	78374537
17860	205	35280	2740 HICKORY ST Tuscaloosa AL 35401	3/4S	77214974
17862	205	36000	2735 HICKORY ST Tuscaloosa AL 35401	3/4S	56733594
17867	205	37730	2805 CHERRY ST Tuscaloosa AL 35401	3/4S	72214154
17870	205	38730	2809 CHERRY ST Tuscaloosa AL 35401	3/4	85251665
17875	205	40180	2831 CHERRY ST Tuscaloosa AL 35401	3/4S	71847764
17893	205	47040	3538 29 ST Tuscaloosa AL 35401	3/4S	19291836
17901	205	49300	2814 MAHOGANY DOWNS Tuscaloosa AL 35401	3/4	85251316
17910	205	51940	2805 38 AVE Tuscaloosa AL 35401	3/4S	84753992
17919	205	53240	2722 37 CT Tuscaloosa AL 35401	3/4S	78602121
17930	205	56350	2608 38 AVE Tuscaloosa AL 35401	3/4S	25982003
17937	205	59780	2801 39 AVE Tuscaloosa AL 35401	3/4S	35087377
17941	205	61740	2824 39 AVE Tuscaloosa AL 35401	3/4S	56733921
17952	205	67130	3907 26 ST Tuscaloosa AL 35401	3/4S	71847899
59175	210	70200	3712 CORDELL WYNN CIR Tuscaloosa AL 35401	3/4S	68141968
18274	215	75460	1914 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	31143215
61242	217	40680	2330 DUPONT AVE H Tuscaloosa AL 35401	3/4S	67691773
61258	217	41780	3408 24 ST J Tuscaloosa AL 35401	3/4S	67691787
18282	220	3920	3216 20 ST Tuscaloosa AL 35401	3/4S	70454305
18286	220	5880	3219 20TH ST Tuscaloosa AL 35401	3/4S	76636813
18287	220	6370	3245 20 ST Tuscaloosa AL 35401	3/4S	83205792
18290	220	8330	3242 20 ST Tuscaloosa AL 35401	3/4S	87354974
18327	220	35820	3413 19 ST Tuscaloosa AL 35401	3/4S	82286700
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18331	220	39800	3319 19 ST C Tuscaloosa AL 35401	3/4S	83205682
18332	220	39830	3313 19 ST Tuscaloosa AL 35401	3/4S	83773452
58450	220	44000	3316 20 ST Tuscaloosa AL 35401	3/4S	17151863
18333	220	45100	3321 20 ST Tuscaloosa AL 35401	3/4S	73540989
18334	220	45200	3403 20 ST Tuscaloosa AL 35401	3/4S	34621893
18358	220	57820	3547 20 ST Tuscaloosa AL 35401	3/4	83177843
18364	220	60270	2002 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4S	81936039
18393	225	7350	3622 19 ST Tuscaloosa AL 35401	3/4S	42388050
18401	225	11270	3608 19 ST Tuscaloosa AL 35401	3/4S	49868978
18413	225	17640	3411 18 PL Tuscaloosa AL 35401	3/4	81136195
18427	225	30380	1909 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4S	78374554
18442	225	41650	3722 32 ST Tuscaloosa AL 35401	3/4	86809473
18444	225	42630	3731 32 ST Tuscaloosa AL 35401	3/4S	41117111
18446	225	43610	3721 32 ST Tuscaloosa AL 35401	3/4	82286437
18451	225	46060	3412 37 AVE Tuscaloosa AL 35401	3/4S	49868901
18458	225	49490	3438 37 AVE Tuscaloosa AL 35401	3/4S	75578183
18461	225	50960	3512 37 AVE Tuscaloosa AL 35401	3/4S	78100570
18463	225	51940	3516 37 AVE Tuscaloosa AL 35401	3/4S	82286440
18467	225	53900	3528 37 AVE Tuscaloosa AL 35401	3/4	84753931
18473	225	56590	3617 36 CT Tuscaloosa AL 35401	3/4	85122367
18474	225	56840	3611 36 CT Tuscaloosa AL 35401	3/4S	85251469
18505	225	72030	3511 36 AVE Tuscaloosa AL 35401	3/4S	87354935
18519	225	78400	3422 35 CT Tuscaloosa AL 35401	3/4S	85251468
18520	225	78890	3417 35 CT Tuscaloosa AL 35401	3/4S	32548934
18521	225	79380	3414 35 CT Tuscaloosa AL 35401	3/4S	78602240
18545	230	11270	3421 GLEN LN 22 Tuscaloosa AL 35401	3/45	81817285
18551	230	14210	3421 GLEN LN 28 Tuscaloosa AL 35401	3/4	83205747
18564	230	16980	3421 GLEN LN 41 Tuscaloosa AL 35401	3/4	85553702
18580	230	23520	3409 37 AVE Tuscaloosa AL 35401	3/4S	17682752
18596	230	30870	3305 GLEN DR Tuscaloosa AL 35401	3/4S	76070098
18613	230	34300	3132 35 CT Tuscaloosa AL 35401	3/4S	87666438
18615	230	35280	3534 32 ST Tuscaloosa AL 35401	3/4	86252388
18617	230	36260	3608 32 ST Tuscaloosa AL 35401	3/4\$	77761657
18619	230	37240	3111 36 AVE Tuscaloosa AL 35401	3/45	74561821
18625	230	38710	3005 36 AVE Tuscaloosa AL 35401	3/45	87354933
18647	230	49980	3422 31 ST Tuscaloosa AL 35401	3/4\$	49348577
18661	230	54390	3455 29 ST Tuscaloosa AL 35401	3/4\$	39252476
18670	230	58800	3024 GRESHAM CIR Tuscaloosa AL 35401	3/4	86252393
18671	230	59290	3019 GRESHAM CIR Tuscaloosa AL 35401	3/45	44978932
18688	230	66000	2929 33 CT Tuscaloosa AL 35401	3/45	34592716
18690	230	66640	2917 33 CT Tuscaloosa AL 35401	3/45	81935953
18697	230	69580	3026 33 AVE Tuscaloosa AL 35401	3/45	87355595
18700	230	71050	3068 33 AVE Tuscaloosa AL 35401	3/4S	41116800
18731	235	1070	2914 M L KING JR BLVD 9 Tuscaloosa AL 35401	3/4S	23476784
18732	235	1080	2914 M L KING JR BLVD 12 Tuscaloosa AL 35401	3/4S	17764942
18734	235	1100	2914 M L KING JR BLVD 13 Tuscaloosa AL 35401	3/4S	27674676
18735	235	1110	2914 M L KING JR BLVD 7 Tuscaloosa AL 35401	3/4S	24976397

18736	235	1120	2914 M L KING JR BLVD 14 Tuscaloosa AL 35401	3/4	85762804
18737	235	1130	2914 M L KING JR BLVD 6 Tuscaloosa AL 35401	3/4S	27973868
18738	235	1140	2914 M L KING JR BLVD 15 Tuscaloosa AL 35401	3/4\$	22785520
18739	235	1150	2914 M L KING JR BLVD 5 Tuscaloosa AL 35401	3/4S	69312502
18740	235	1160	2914 M L KING JR BLVD 16 Tuscaloosa AL 35401	3/4	85122393
18741	235	1170	2914 M L KING JR BLVD 4 Tuscaloosa AL 35401	3/4S	17684338
18742	235	1180	2914 M L KING JR BLVD 17 Tuscaloosa AL 35401	3/4S	83205718
18764	235	7670	3320 M L KING JR BLVD 6 Tuscaloosa AL 35401	3/4	84235966
18767	235	7790	3320 M L KING JR BLVD 9 Tuscaloosa AL 35401	3/4S	70841561
18772	235	9370	3348 WILLOW LN Tuscaloosa AL 35401	3/4S	87355534
18773	235	9380	3223 34 AVE Tuscaloosa AL 35401	3/4S	87355530
18781	235	9620	3222 34 AVE Tuscaloosa AL 35401	3/4	85251467
18817	235	10070	3518 WILLOW LN Tuscaloosa AL 35401	3/4	83205690
18824	235	10780	3501 WILLOW LN Tuscaloosa AL 35401	3/4S	82286244
18829	235	12250	3307 BECK ST Tuscaloosa AL 35401	3/4S	83421487
18833	235	13720	3400 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	76636545
18834	235	14210	3406 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	73540972
18850	235	17340	3316 36 ST Tuscaloosa AL 35401	3/4S	85122354
18864	235	17760	3311 36 ST 13 Tuscaloosa AL 35401	3/4S	71254744
18872	235	19110	3621 33 AVE 11 Tuscaloosa AL 35401	3/4S	65103281
18882	235	22950	3521 33 AVE 2 Tuscaloosa AL 35401	3/4	83421713
18887	235	23560	3414 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	82286509
18923	235	32830	3724 WILLOW LN Tuscaloosa AL 35401	3/4S	85251354
18928	235	35280	3812 WILLOW LN Tuscaloosa AL 35401	3/4	83421723
18936	235	36750	3150 35 ST Tuscaloosa AL 35401	3/4S	82286617
18962	235	50960	2924 ASH ST Tuscaloosa AL 35401	3/4	86809369
18963	235	51450	2920 ASH ST Tuscaloosa AL 35401	3/4	87179045
18968	235	53580	3001 29 AVE 48 Tuscaloosa AL 35401	3/4S	20681079
18970	235	53820	3001 29 AVE 46 Tuscaloosa AL 35401	3/4S	71847957
18972	235	53840	3001 29 AVE 44 Tuscaloosa AL 35401	3/4S	76636618
18979	235	53920	2839 ELM ST 80 Tuscaloosa AL 35401	3/4	83205601
18984	235	54000	2701 KAULTON RD 49 Tuscaloosa AL 35401	3/4S	39252850
19013	235	55200	2833 ELM ST 38 Tuscaloosa AL 35401	3/4S	82286245
19018	235	55860	2821 ELM ST Tuscaloosa AL 35401	3/4\$	78100506
19027	235	59360	2619 BEECH ST Tuscaloosa AL 35401	3/4S	83205714
19036	235	62230	2716 BEECH ST Tuscaloosa AL 35401	3/4\$	83205772
19040	235	63740	2801 BEECH ST 75 Tuscaloosa AL 35401	3/45	55403702
19048	235	63830	2700 KAULTON RD 69 Tuscaloosa AL 35401	3/4	82286499
19065	240	7840	2201 34 AVE 1 Tuscaloosa AL 35401	3/45	16863451
19077	240	14700	3725 24 ST Tuscaloosa AL 35401	3/45	76636855
19078	240	15190	3727 24 ST Tuscaloosa AL 35401	3/4	83205348
19079	240	15680	3741 25 ST Tuscaloosa AL 35401	3/45	76070178
19083	240	17640	3 WASHINGTON SQ Tuscaloosa AL 35401	3/4	85122264
19089	240	20580	9 WASHINGTON SQ Tuscaloosa AL 35401	3/45	76636800
19092	240	22050	12 WASHINGTON SQ Tuscaloosa AL 35401	3/45	87355526
19103	240	26950	43 WASHINGTON SQ Tuscaloosa AL 35401	3/45	85251592
19117	240	34790	62 WASHINGTON SQ Tuscaloosa AL 35401	3/4	82286673

19119	240	35770	67 WASHINGTON SQ Tuscaloosa AL 35401	3/4S	81450946
19124	240	37730	30 WASHINGTON SQ Tuscaloosa AL 35401	3/4S	82286699
19128	240	39690	25 WASHINGTON SQ Tuscaloosa AL 35401	3/4	85251464
19143	240	50960	2617 34 AVE Tuscaloosa AL 35401	3/4	87666461
19147	240	51060	2715 FOSTERS FERRY RD Tuscaloosa AL 35401	3/4	83205627
68200	240	52510	4711 FOSTERS INDUSTRIAL DR Tuscaloosa AL 35401	1	85249016
19161	240	53700	3705 FOSTERS FERRY RD Tuscaloosa AL 35401	1	78929519
66241	240	54010	3601 FOSTERS INDUSTRIAL DR Tuscaloosa AL 35401	1	77761742
19167	240	54300	3140 HENDERSONVILLE RD Tuscaloosa AL 35401	3/4S	81136053
69451	240	57770	3341 TAMERA AVE Tuscaloosa AL 35401	3/4	81451109
69699	240	57870	3304 TAMERA AVE Tuscaloosa AL 35401	3/4	814521212
69698	240	57890	3324 TAMERA AVE Tuscaloosa AL 35401	3/4	84933483
19186	240	62720	4217 30 ST Tuscaloosa AL 35401	3/4S	87355511
19188	240	63400	3010 43 AVE A Tuscaloosa AL 35401	3/4	85122277
19219	245	1470	2821 42 AVE Tuscaloosa AL 35401	3/4S	22169128
19223	245	3430	2813 42 AVE Tuscaloosa AL 35401	3/4	85122370
19224	245	3920	4122 28 PL Tuscaloosa AL 35401	3/4S	72938376
19226	245	4900	4116 28 PL Tuscaloosa AL 35401	3/4S	17572353
19241	245	11020	2925 40 AVE Tuscaloosa AL 35401	3/4S	86252420
19286	245	12450	3152 38 AVE Tuscaloosa AL 35401	3/4S	76636544
19293	245	12560	3113 39 AVE Tuscaloosa AL 35401	3/4	87178966
19315	245	13780	2939 41 AVE Tuscaloosa AL 35401	3/4S	76070072
19340	245	18130	4241 27 PL Tuscaloosa AL 35401	3/4S	33567326
19360	245	27300	4431 27 PL Tuscaloosa AL 35401	3/4S	82286669
19365	245	29400	4367 27 PL Tuscaloosa AL 35401	3/4S	43734007
19376	245	34790	4230 27 PL Tuscaloosa AL 35401	3/4S	44414783
19378	245	35770	4213 27 ST Tuscaloosa AL 35401	3/4S	87355545
19383	245	38220	4317 27 ST Tuscaloosa AL 35401	3/4S	77761425
19395	245	44100	4204 27 ST Tuscaloosa AL 35401	3/4S	43845304
19401	245	47040	4235 26 ST Tuscaloosa AL 35401	3/4S	76636546
19415	245	53960	4030 25 PL Tuscaloosa AL 35401	3/4S	70454180
19416	245	54000	4101 25 PL Tuscaloosa AL 35401	3/4S	68356138
19417	245	54390	4102 25 PL Tuscaloosa AL 35401	3/4S	82093069
19420	245	56840	4116 25 PL Tuscaloosa AL 35401	3/4	85122280
19427	245	60760	52 WASHINGTON SQ Tuscaloosa AL 35401	3/4S	76069979
19438	245	66150	2504 34 AVE Tuscaloosa AL 35401	3/45	85762845
19447	245	69780	3815 22 PL Tuscaloosa AL 35401	3/4S	82286790
19449	245	70560	3827 22 PL Tuscaloosa AL 35401	3/4S	74561484
19452	245	71740	3835 22 PL Tuscaloosa AL 35401	3/45	76636493
19454	245	72060	3822 22 PL Tuscaloosa AL 35401	3/4S	76070036
19464	246	390	4016 CHERRYSTONE CIR Tuscaloosa AL 35401	3/45	78374441
60532	246	570	4052 CHERRYSTONE CIR Tuscaloosa AL 35401	3/4	81935786
62316	246	1050	4154 CHERRYSTONE CIR Tuscaloosa AL 35401	3/4S	39252802
57140	246	1350	3956 CHERRYSTONE CIR Tuscaloosa AL 35401	3/4S	66428293
58539	246	1950	4155 CHERRYSTONE CIR Tuscaloosa AL 35401	3/43	78374346
19471	246	2460	3311 CHERRYSTONE AVE Tuscaloosa AL 35401	3/4S	85251317
	246				
19472	240	2490	3321 CHERRYSTONE AVE Tuscaloosa AL 35401	3/4S	85251318

58493	246	2700	3380 CHERRYSTONE AVE Tuscaloosa AL 35401	3/4S	70454238
19489	248	1350	4804 FRIDAY CIR Tuscaloosa AL 35401	3/4S	82286728
19490	248	1400	4701 FRIDAY CIR Tuscaloosa AL 35401	3/4S	82286241
19491	248	1450	4711 FRIDAY CIR Tuscaloosa AL 35401	3/4S	57216017
19492	248	1500	4720 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	64714284
19498	248	3000	4872 FRIDAY CIR Tuscaloosa AL 35401	3/4S	39670404
19536	248	51310	6351 63 AVE Tuscaloosa AL 35401	3/4S	73541344
19540	248	51350	6329 63 AVE Tuscaloosa AL 35401	3/4S	43064653
19551	248	71020	6214 63 AVE Tuscaloosa AL 35401	3/4S	38855553
19553	248	71040	6228 63 AVE Tuscaloosa AL 35401	3/4S	77214851
19554	248	71050	6234 63 AVE Tuscaloosa AL 35401	3/4	87666498
19567	248	72400	0 M L KING JR BLVD Tuscaloosa AL 35401	3/4	75556548
19568	248	76000	7140 BLACK WARRIOR RD Tuscaloosa AL 35401	3/4S	85122376
19582	250	7350	3012 6 ST Tuscaloosa AL 35401	3/4S	81935789
19583	250	7840	3014 6 ST Tuscaloosa AL 35401	3/4S	81935791
19590	250	12250	3007 5 ST Tuscaloosa AL 35401	3/4	85122325
19597	250	17150	3004 4 ST A Tuscaloosa AL 35401	3/4S	72214043
66110	250	19400	2800 JACK WARNER PKWY Tuscaloosa AL 35401	1	76636962
19602	250	20580	314 M L KING JR BLVD Tuscaloosa AL 35401	3/4S	73541016
19612	250	25970	421 33 AVE Tuscaloosa AL 35401	3/4	85762860
19628	250	33320	400 33 AVE Tuscaloosa AL 35401	3/4S	76070076
19643	250	39200	3300 6 ST Tuscaloosa AL 35401	3/4S	83565905
19653	250	44100	3325 5 ST Tuscaloosa AL 35401	3/4S	85762755
19658	250	46550	415 34 AVE Tuscaloosa AL 35401	3/4S	65103308
19662	250	47600	205 34 AVE Tuscaloosa AL 35401	3/4S	45684264
19664	250	49000	6 COUNTRY CLUB HLS Tuscaloosa AL 35401	3/4	83205547
19671	250	52430	420 34 AVE Tuscaloosa AL 35401	3/4S	77761635
19674	250	53900	3410 5 ST Tuscaloosa AL 35401	3/4	82286233
19675	250	53930	3420 5 ST Tuscaloosa AL 35401	3/4S	88734891
19691	250	62720	3318 6 ST Tuscaloosa AL 35401	3/4	84754057
19709	250	71540	3211 6 ST Tuscaloosa AL 35401	3/4S	88530725
68900	250	71800	608 33 AVE Tuscaloosa AL 35401	3/4	83422537
19714	250	73010	3315 6 ST Tuscaloosa AL 35401	3/4S	85251434
19717	250	74480	600 34 AVE Tuscaloosa AL 35401	3/4	84771630
19730	255	1960	3415 ORMOND ST Tuscaloosa AL 35401	3/4S	64714692
19731	255	2450	3413 ORMOND ST Tuscaloosa AL 35401	3/4	8014004
19732	255	3430	3410 ORMOND ST Tuscaloosa AL 35401	3/4S	40963792
19742	255	11760	605 35 CT Tuscaloosa AL 35401	3/4	85251436
19743	255	12250	609 35 CT Tuscaloosa AL 35401	3/4	83205807
19757	255	24500	15 COUNTRY CLUB CIR Tuscaloosa AL 35401	3/4	64732779
19783	255	35000	3615 7 ST Tuscaloosa AL 35401	3/4	78100495
19791	255	40180	720 36 AVE Tuscaloosa AL 35401	3/4	83565897
19792	255	40670	3602 8 ST Tuscaloosa AL 35401	3/4S	76069879
19794	255	41650	3610 8 ST Tuscaloosa AL 35401	3/4S	70841695
63744	255	44400	1 COUNTRY CLUB HILLS A Tuscaloosa AL 35401	1	73048676
19825	255	54390	5 COUNTRY CLUB HILLS C Tuscaloosa AL 35401	3/4\$	71847901
19828	255	55860	2 COUNTRY CLUB HILLS C Tuscaloosa AL 35401	3/4S	69312412

19839	255	61250	7 COUNTRY CLUB LN Tuscaloosa AL 35401	3/4S	21476595
19854	255	68600	817 CLINTON DR Tuscaloosa AL 35401	3/4\$	82286214
19856	255	69580	829 CLINTON DR Tuscaloosa AL 35401	3/4	81136193
19865	255	75950	818 OCONNOR DR Tuscaloosa AL 35401	3/4\$	72938221
19866	255	76440	835 OCONNOR DR Tuscaloosa AL 35401	3/4	81936096
19871	255	78890	3997 10 CT Tuscaloosa AL 35401	3/4S	64714433
19874	255	80360	1005 OCONNOR DR Tuscaloosa AL 35401	3/4	87666478
19875	255	80850	1016 OCONNOR DR Tuscaloosa AL 35401	3/4\$	51830298
19887	255	86730	4012 STILLMAN BLVD Tuscaloosa AL 35401	3/4	88625804
19893	255	89670	3980 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	82286696
19921	260	10470	3819 21 ST 10 Tuscaloosa AL 35401	3/4S	37367188
58421	260	16150	2231 SKYVIEW LN Tuscaloosa AL 35401	3/4S	67925911
19943	260	22050	4139 20 ST Tuscaloosa AL 35401	3/4S	26261121
19985	260	38220	4131 19 ST Tuscaloosa AL 35401	3/4S	57949217
20060	260	52060	4513 23 ST Tuscaloosa AL 35401	3/4S	85122363
67022	260	85030	4420 21 ST 42 Tuscaloosa AL 35401	3/4	78601954
67083	260	85620	4420 21 ST B32 Tuscaloosa AL 35401	3/4	85122474
67056	260	86080	4420 21 ST A18 Tuscaloosa AL 35401	3/4	78602036
67209	260	86430	4420 21 ST B59 Tuscaloosa AL 35401	3/4	78601967
20150	262	1050	3828 CULVER RD Tuscaloosa AL 35401	3/4S	65103045
20173	262	6570	6600 PEARSON CIR Tuscaloosa AL 35401	3/4S	51067653
20176	262	6650	6708 PEARSON CIR Tuscaloosa AL 35401	3/4S	68355981
20184	262	7350	4328 CULVER RD Tuscaloosa AL 35401	3/4S	57126985
20229	262	8800	7815 UNITY RD Tuscaloosa AL 35401	1	59743917
20282	262	16650	9800 SANDERS FERRY RD Tuscaloosa AL 35401	3/4S	6000616
20305	262	18620	7413 52 ST Tuscaloosa AL 35401	3/4S	42863999
20308	262	20580	7237 52 ST Tuscaloosa AL 35401	3/4S	36350073
20312	262	22160	7123 52 ST Tuscaloosa AL 35401	3/4S	32036411
20328	262	23520	4921 CULVER RD Tuscaloosa AL 35401	3/4S	20229417
20337	262	26460	4515 CULVER RD Tuscaloosa AL 35401	3/4S	67336575
20346	262	29900	4221 CULVER RD Tuscaloosa AL 35401	3/4	81136096
20364	262	33760	4400 60 CT 2 Tuscaloosa AL 35401	3/4S	65103030
20375	262	38220	3923 60 CT Tuscaloosa AL 35401	3/4S	65103024
20422	265	7850	5002 CLOVER RD Tuscaloosa AL 35401	3/4S	47981702
20444	265	18620	4612 GREENVIEW DR Tuscaloosa AL 35401	3/4S	17426562
20475	265	33810	5206 GREENVIEW DR Tuscaloosa AL 35401	3/4S	42063833
20620	270	10780	4005 67 AVE Tuscaloosa AL 35401	3/4S	38437121
20644	270	19110	3920 67 AVE Tuscaloosa AL 35401	3/4S	39252640
20688	270	32250	6636 JOHNSON RD Tuscaloosa AL 35401	3/4S	37286635
20693	270	32310	6522 JOHNSON RD Tuscaloosa AL 35401	3/4S	50533250
20720	270	41160	3300 CULVER RD Tuscaloosa AL 35401	3/4S	50533189
20724	270	43120	3108 CULVER RD Tuscaloosa AL 35401	3/4S	50533112
20743	270	49980	2919 52 CT Tuscaloosa AL 35401	3/4S	85762949
20762	270	59460	5410 21 ST Tuscaloosa AL 35401	3/4S	34621953
20763	270	59560	5400 21 ST Tuscaloosa AL 35401	3/4S	42064136
20780	272	4000	5917 31 ST Tuscaloosa AL 35401	3/4S	50533128
20781	272	4020	6003 31 ST Tuscaloosa AL 35401	3/4\$	50533081

20782	272	9900	6349 31 ST Tuscaloosa AL 35401	3/4S	48439898
20783	272	9990	6303 31 ST Tuscaloosa AL 35401	1	58993273
20784	272	10000	0 RT 3 BOX 290 Tuscaloosa AL 35401	3/4S	32860044
20785	272	10100	6411 31 ST Tuscaloosa AL 35401	3/4\$	28129814
20788	272	11000	3101 TAYLOR CIR Tuscaloosa AL 35401	3/4S	50533079
20789	272	11500	6421 31 ST Tuscaloosa AL 35401	3/4S	47505912
20790	272	12000	6501 31 ST Tuscaloosa AL 35401	3/4S	23345492
20791	272	13000	6527 31 ST Tuscaloosa AL 35401	3/4S	35714095
20792	272	14000	3113 RIGGS RD Tuscaloosa AL 35401	3/4S	34998995
20793	272	14500	3121 RIGGS RD Tuscaloosa AL 35401	3/4S	44497872
20794	272	15000	3129 RIGGS RD Tuscaloosa AL 35401	3/4S	49348527
20795	272	15500	3145 RIGGS RD Tuscaloosa AL 35401	3/4S	42063918
20796	272	16000	3153 RIGGS RD Tuscaloosa AL 35401	3/4S	50533153
20797	272	16500	3161 RIGGS RD Tuscaloosa AL 35401	3/45	64714824
20799	272	21000	0 RR 3 BOX 273 Tuscaloosa AL 35401	3/4S	46504863
20800	272	21500	3144 RIGGS RD Tuscaloosa AL 35401	3/4S	82286627
20800	272	22000	3136 RIGGS RD Tuscaloosa AL 35401	3/4S	36227151
20801	272	22500	3112 RIGGS RD Tuscaloosa AL 35401	3/4S	29273973
20802	272	24000	6935 SANDERS FERRY RD Tuscaloosa AL 35401	3/4S	84753969
20803	272	24580	6917 33 ST Tuscaloosa AL 35401	3/4S	49348365
20804	272	24600	6909 33 ST Tuscaloosa AL 35401	3/4S	39670653
20805	272	24610	6914 33 ST Tuscaloosa AL 35401		36091948
20807	272	24640	6901 33 ST Tuscaloosa AL 35401	3/4S 3/4S	61658114
	272	24660			
20808		24670	6902 33 ST Tuscaloosa AL 35401 6826 33 ST Tuscaloosa AL 35401	3/45	44414690
20809	272			3/45	48927672
20810	272	24700	6817 33 ST Tuscaloosa AL 35401	3/45	46096002
20811	272	24710	6818 33 ST Tuscaloosa AL 35401	3/45	44498183
20812	272	24720	6811 33 ST Tuscaloosa AL 35401	3/45	50533010
20813	272	24750	6810 33 ST Tuscaloosa AL 35401	3/45	44979083
20814	272	24780	6802 33 ST Tuscalossa AL 35401	3/45	82286668
20815	272	24800	3302 68 AVE Tuscaloosa AL 35401	3/45	50116689
20816	272	24900	3301 68 AVE Tuscaloosa AL 35401	3/45	64060825
20817	272	33450	3501 66 AVE Tuscaloosa AL 35401	3/45	53251017
20818	272	33550	3509 66 AVE Tuscaloosa AL 35401	3/45	51830164
20819	272	33650	3510 66 AVE Tuscaloosa AL 35401	3/45	48439897
20842	272	63800	6819 35 ST Tuscaloosa AL 35401	3/45	31279002
20849	272	64200	6719 35 ST Tuscaloosa AL 35401	3/45	73106562
20858	272	66000	3313 68 AVE Tuscaloosa AL 35401	3/45	58652623
20861	272	66090	6811 34 ST Tuscaloosa AL 35401	3/45	73406599
20866	272	66260	6828 34 ST Tuscaloosa AL 35401	3/45	54585200
20875	272	66750	7014 35 ST Tuscaloosa AL 35401	3/4S	44498274
20883	272	78400	6850 31 ST Tuscaloosa AL 35401	3/4S	84145808
56639	272	78480	6840 31 ST Tuscaloosa AL 35401	3/4S	72938329
20896	272	81000	3248 TAYLOR CIR Tuscaloosa AL 35401	3/4	85762964
20900	272	81400	3237 TAYLOR CIR Tuscaloosa AL 35401	3/4	83205628
20906	272	81900	6731 SANDERS FERRY RD B Tuscaloosa AL 35401	3/4	88734932
20912	272	82300	3166 TAYLOR CIR Tuscaloosa AL 35401	3/4S	82093067

20916	272	82700	3143 TAYLOR CIR Tuscaloosa AL 35401	3/4	86252488
20920	272	83100	3124 TAYLOR CIR Tuscaloosa AL 35401	3/4S	57215919
20940	275	5390	1525 43 AVE Tuscaloosa AL 35401	3/4S	85553700
20946	275	7840	1637 43 AVE Tuscaloosa AL 35401	3/4S	69312413
20950	275	9900	1614 43 AVE Tuscaloosa AL 35401	3/4S	28129926
20964	275	15010	4311 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	81135988
20967	275	15780	4323 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	70841670
20970	275	16680	1513 44 AVE Tuscaloosa AL 35401	3/4	85251445
20986	275	21780	1810 PROSPERITY PL A Tuscaloosa AL 35401	3/4	85251446
20987	275	21900	4805 PROSPERITY LN Tuscaloosa AL 35401	3/4S	77214621
20994	275	23030	1530 44 AVE Tuscaloosa AL 35401	3/4S	84145883
21012	275	26200	4600 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	49869198
21016	275	26350	1701 51 AVE Tuscaloosa AL 35401	3/4	85251841
21028	275	28910	5221 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	48260
57636	275	38780	1855 FAIRLAWN RD Tuscaloosa AL 35404	1	66414516
21041	275	38870	2022 62 AVE Tuscaloosa AL 35401	3/4S	82286686
64083	275	39040	1855 FAIRLAWN RD Tuscaloosa AL 35401	3/4S	73541302
21054	275	41180	4602 STILLMAN BLVD Tuscaloosa AL 35401	3/4S	44334
21071	275	46060	1028 CLINTON DR Tuscaloosa AL 35401	3/4	83798681
21081	280	3920	1019 41 AVE Tuscaloosa AL 35401	3/4S	64714356
21091	280	8820	4131 11 ST Tuscaloosa AL 35401	3/4S	72213936
21235	280	84770	3014 8 ST Tuscaloosa AL 35401	3/4S	61657868
21239	285	2940	2136 GREENSBORO AVE Tuscaloosa AL 35401	3/4	81935954
21240	285	3430	2144 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	43064553
21248	285	10970	2113 28 PL Tuscaloosa AL 35401	3/4S	62698
21251	285	11420	2710 SOUTHSIDE DR B Tuscaloosa AL 35401	3/4S	78100567
21270	285	17150	2509 26 ST Tuscaloosa AL 35401	3/4S	71847710
21277	285	21070	2402 27 ST Tuscaloosa AL 35401	3/4S	77761423
21292	285	32330	2427 28 ST Tuscaloosa AL 35401	3/4S	65103185
21293	285	32820	2428 29 ST Tuscaloosa AL 35401	3/4	85251327
21294	285	33310	2421 28 ST Tuscaloosa AL 35401	3/4S	65103183
67267	285	39020	2902 GREENSBORO Tuscaloosa AL 35401	3/4	78100370
21306	285	39950	2902 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	1067287
21311	285	41640	0 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	65103331
21314	285	42130	2525 30 ST Tuscaloosa AL 35401	3/4S	8771677
21320	285	43680	2750 SOUTHSIDE DR Tuscaloosa AL 35401	3/4	39556853
21326	285	47030	2529 28 ST Tuscaloosa AL 35401	3/4S	38934
21328	285	47950	2804 SOUTHSIDE DR Tuscaloosa AL 35401	1	65474607
21339	285	50610	2607 30 ST Tuscaloosa AL 35401	3/4S	42064097
61090	285	51600	3100 KAULOOSA AVE Tuscaloosa AL 35401	1	69284115
21382	285	56780	3116 25 AVE B Tuscaloosa AL 35401	3/4S	18357452
21390	285	58000	3100 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	67336416
21391	285	58950	3102 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	67336415
58133	285	58990	3100 GREENSBORO AVE B Tuscaloosa AL 35401	3/4S	87179068
21392	285	61000	3106 GREENSBORO AVE Tuscaloosa AL 35401	3/4	85251328
21393	285	62230	3108 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	85122402
21394	285	62720	3108 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	85122401

59795	285	62800	3112 GREENSBORO AVE A Tuscaloosa AL 35405	1	69284121
21409	301	1810	1720 WATERFORD LN Tuscaloosa AL 35405	3/4S	64060907
62074	301	9860	9008 WATERFORD WAY Tuscaloosa AL 35405	3/4S	87357142
21435	302	15760	1974 LENOX DR Tuscaloosa AL 35405	3/4S	51830302
21479	302	18580	9919 EMPRESS BLVD Tuscaloosa AL 35405	3/4S	77761546
21494	302	19100	2100 EVERGREEN LN Tuscaloosa AL 35405	3/4S	64061071
21546	302	25700	9830 OLD GREENSBORO RD Tuscaloosa AL 35405	3/4S	51067305
21564	302	30040	10109 EMPRESS BLVD Tuscaloosa AL 35405	3/4S	29274262
21573	302	30390	10103 MAGNOLIA VILLAGE DR Tuscaloosa AL 35405	3/4S	59064329
21581	302	30720	2127 STARDUST DR Tuscaloosa AL 35405	3/4	87357466
21814	302	48950	2233 ENGLEWOOD DR Tuscaloosa AL 35405	3/4	87357464
21965	303	45300	10375 SUNLIGHT DR Tuscaloosa AL 35405	3/4S	87357180
22096	303	53320	3000 DEWBERRY LN Tuscaloosa AL 35405	3/4S	65103135
57016	303	68750	1907 QUAIL RIDGE LN Tuscaloosa AL 35406	3/4\$	66428185
22197	303	70700	1810 AUSTIN RD Tuscaloosa AL 35405	3/4S	61657676
22202	303	71000	1700 COLLIER WAY Tuscaloosa AL 35405	3/4	87355650
22236	303	71710	2081 COLLIER WAY Tuscaloosa AL 35405	3/4\$	87358485
22253	303	73790	2022 HARRISON DR Tuscaloosa AL 35405	3/4\$	87358602
22266	303	74210	1852 HARRISON DR Tuscaloosa AL 35405	3/4S	49868968
22279	303	74700	1745 COLLIER WAY Tuscaloosa AL 35405	3/4\$	87357948
22315	303	85550	10601 OLD GREENSBORO RD Tuscaloosa AL 35405	3/4\$	87358555
22322	303	85830	1671 SPENCER DR Tuscaloosa AL 35405	3/4\$	41116763
22385	304	15750	1520 INVERNESS PKY Tuscaloosa AL 35405	3/4S	87357551
22518	304	40500	8649 INVERNESS DR Tuscaloosa AL 35405	3/4\$	35404193
22674	304	74000	9500 OLD GREENSBORO RD Tuscaloosa AL 35405	3/4\$	44414826
22771	304	94000	1100 PERIWINKLE DR Tuscaloosa AL 35405	3/4\$	61657654
22802	304	97910	8700 S HWY 69 Tuscaloosa AL 35405	1	87356085
22902	305	15680	24 SAHAMA VILLAGE B Tuscaloosa AL 35401	3/4\$	75578427
22929	305	26460	64 SAHAMA VILLAGE Tuscaloosa AL 35401	3/4S	78374281
22967	305	39400	3514 GREENSBORO AVE Tuscaloosa AL 35401	1	61659601
22969	305	40180	3516 GREENSBORO AVE Tuscaloosa AL 35401	3/4\$	61658652
22999	305	52430	2500 39 ST Tuscaloosa AL 35405	3/4\$	87357282
23036	305	68600	2730 39 ST Tuscaloosa AL 35401	3/4S	21080257
23070	306	800	5021 OSCAR BAXTER DR Tuscaloosa AL 35405	1	55825028
23281	306	48660	1020 61 ST Tuscaloosa AL 35405	3/4S	85762843
23345	306	60490	1525 CROSSLANE RD Tuscaloosa AL 35405	3/4S	87357607
23469	306	70290	6822 S HWY 69 Tuscaloosa AL 35405	1	61659407
23535	306	87000	1000 CRABTREE RD Tuscaloosa AL 35405	3/4	54118520
56648	306	89050	1100 BROWN OAK DR Tuscaloosa AL 35405	3/4\$	73541022
23566	306	90840	1322 GINGERWOOD LN Tuscaloosa AL 35405	3/4S	77761331
23597	307	1100	1601 MIMOSA PARK RD 26 Tuscaloosa AL 35405	3/4\$	44978824
23609	307	1340	1601 MIMOSA PARK RD 4 Tuscaloosa AL 35405	3/4\$	33858078
23668	307	2620	1601 MIMOSA PARK RD 81 Tuscaloosa AL 35405	3/4S	88991065
23675	307	2700	1601 MIMOSA PARK RD OF/PL Tuscaloosa AL 35405	1	64733001
23702	307	11120	1601 MIMOSA PARK RD 90 Tuscaloosa AL 35405	3/4\$	56733605
23712	307	11300	1601 MIMOSA PARK RD 133 Tuscaloosa AL 35405	3/4S	52282844
23790	307	40360	1601 MIMOSA PARK RD 202 Tuscaloosa AL 35405	3/4S	51830591

23854	308	22070	1620 PLANTATION RD Tuscaloosa AL 35405	3/4S	43064599
23871	308	22580	6912 LAUREL WOOD DR Tuscaloosa AL 35405	3/4S	49868939
65034	308	42040	O ARROWLEAF CIR Tuscaloosa AL 35405	3/4S	75578419
24041	308	47950	7322 LAUREL WOOD DR Tuscaloosa AL 35405	3/4S	87357436
24121	308	76650	1700 HUNTERS RUN Tuscaloosa AL 35405	3/4S	87357437
24213	308	80550	7594 MERGANSER PL Tuscaloosa AL 35405	3/4S	54108375
24314	308	87800	1130 CANVASBACK COVE Tuscaloosa AL 35405	3/4S	87357404
24692	309	53550	1445 PAXTON CIR Tuscaloosa AL 35405	1	87355955
24696	309	53640	1425 PAXTON CIR Tuscaloosa AL 35405	3/4S	80014157
24751	309	58300	8501 MARI MAR DR Tuscaloosa AL 35404	3/4S	61657630
24767	309	59900	1113 SNOW HINTON DR Tuscaloosa AL 35405	3/4S	87357430
24780	310	3200	4373 COURTNEY DR Tuscaloosa AL 35405	1	58217021
24790	310	4090	808 SKYLAND BLVD Tuscaloosa AL 35405	3/4S	85249035
24815	310	9310	518 42 ST Tuscaloosa AL 35405	3/4S	21384000
24857	310	27440	515 43 ST Tuscaloosa AL 35405	3/4S	50040773
24864	310	31460	535 43 ST Tuscaloosa AL 35405	3/4	77215068
24867	310	32930	4301 GREENSBORO AVE Tuscaloosa AL 35405	1	64733021
24875	310	35770	4205 GREENSBORO AVE Tuscaloosa AL 35405	3/4S	57126796
24873	310	38220	603 41 ST Tuscaloosa AL 35405	3/4	78100593
24886	310	39200	545 41 ST Tuscaloosa AL 35405		
		43120	500 41 ST Tuscaloosa AL 35405	3/45	51384941
24896	310			3/45	48927784
24904	310	47040	406 41 ST Tuscaloosa AL 35405	3/4S	18825441
24953	310	71050	109 41 ST Tuscaloosa AL 35405	3/4	84844795
24955	310	72030	401 41 ST Tuscaloosa AL 35405	3/45	17007465
24969	310	77910	540 40 ST Tuscaloosa AL 35405	3/45	74561755
24974	310	80360	605 40 ST Tuscaloosa AL 35405	3/45	49348347
24975	310	80850	608 40 ST Tuscaloosa AL 35405	3/45	29273948
25011	311	25000	8060 RICHLAND HILL DR Tuscaloosa AL 35405	3/4\$	61658285
25017	311	27200	7703 S HWY 69 Tuscaloosa AL 35405	3/45	55403279
25082	311	33700	657 WEATHERBY DR Tuscaloosa AL 35405	3/4\$	57216287
25148	311	36240	887 WEATHERBY DR Tuscaloosa AL 35405	3/4\$	87357374
66587	311	65840	7230 RED MAPLE CIR Tuscaloosa AL 35405	3/4	78601934
69180	311	66140	7238 RED MAPLE CIR Tuscaloosa AL 35405	3/4	83205315
69966	311	66360	138 BAY MAGNOLIA WAY Tuscaloosa AL 35405	3/4	86486024
61370	311	72700	310 BEAR CREEK CUTOFF RD Tuscaloosa AL 35405	3/4S	69848807
25248	311	82800	5901 S HWY 69 Tuscaloosa AL 35405	3/4S	79866495
25357	312	20140	9848 BELMONT LN Tuscaloosa AL 35405	3/4	82286364
25466	312	36100	570 HIGHFIELD RD Tuscaloosa AL 35405	3/4S	87354794
25501	312	37250	9701 HARVEST LN Tuscaloosa AL 35405	3/4S	46095768
25536	312	48550	835 HIGH FIELD RD Tuscaloosa AL 35405	3/4S	38437114
25585	312	51340	509 BROWNING DR Tuscaloosa AL 35405	3/4S	17764784
25615	312	68140	491 CAMILLE LN Tuscaloosa AL 35405	3/4S	87358594
25731	312	76400	330 REVERE RD Tuscaloosa AL 35405	3/4S	21189732
25812	312	97650	520 GARDEN HILL DR Tuscaloosa AL 35405	3/4S	87357132
59093	314	2600	1800 LINKS BLVD 110 Tuscaloosa AL 35405	3/4S	87358441
58876	314	3080	1800 LINKS BLVD Tuscaloosa AL 35405	3/4S	87358577
59139	314	4480	1800 LINKS BLVD 502 Tuscaloosa AL 35405	3/4S	87358544

59142	314	4520	1800 LINKS BLVD 504 Tuscaloosa AL 35405	3/4S	87358545
58720	314	6980	1800 LINKS BLVD 2103 Tuscaloosa AL 35405	3/4S	67493996
58722	314	7020	1800 LINKS BLVD 2101 Tuscaloosa AL 35405	3/4S	67493890
58733	314	7300	1800 LINKS BLVD 2403 Tuscaloosa AL 35405	3/4S	67494058
58734	314	7320	1800 LINKS BLVD 2402 Tuscaloosa AL 35405	3/4S	87358553
58626	314	8660	1800 LINKS BLVD 2506 Tuscaloosa AL 35405	3/4S	85762975
59582	314	14700	1800 LINKS BLVD Tuscaloosa AL 35405	3/4S	87354665
60711	314	21960	1800 LINKS BLVD 6209 Tuscaloosa AL 35405	3/4S	32607797
60730	314	23880	1800 LINKS BLVD 6803 Tuscaloosa AL 35405	3/4S	68355925
66739	314	33350	6208 MIMOSA GARDENS LN Tuscaloosa AL 35405	3/4	78374405
26124	320	42140	329 37 PL Tuscaloosa AL 35405	3/4S	44498302
26144	320	47980	3719 1 CT Tuscaloosa AL 35405	3/4S	39670300
26147	320	49000	3712 1 AVE Tuscaloosa AL 35405	3/4S	26260936
26159	320	55370	3820 1 AVE 70 Tuscaloosa AL 35405	3/4S	64978245
26253	325	26460	3820 1 AVE 54 Tuscaloosa AL 35405	3/4S	27289781
26264	325	31850	3820 1 AVE 65 Tuscaloosa AL 35405	3/4S	67336250
26387	330	980	3225 2 AVE Tuscaloosa AL 35405	3/4S	64978341
26391	330	2940	3212 2 AVE Tuscaloosa AL 35405	3/4S	64978340
26411	330	12740	400 30 ST Tuscaloosa AL 35405	3/4S	64978571
26416	330	15190	422 30 ST Tuscaloosa AL 35405	3/4S	88991132
26425	330	19110	3121 3 AVE Tuscaloosa AL 35405	3/4S	64978326
26460	330	36260	3617 3 AVE Tuscaloosa AL 35405		64978616
26467	330	39690	3501 4 AVE Tuscaloosa AL 35405	3/4S 3/4S	64978445
	330	42630	3305 4 AVE Tuscaloosa AL 35405		
26473			3301 4 AVE Tuscaloosa AL 35405	3/45	73106567
26474	330 330	43120	3310 4 AVE Tuscaloosa AL 35405	3/4S	64978428
26479		45570		3/45	66715986
26480	330	46060	3314 4 AVE Tuscaloosa AL 35405	3/45	64978430
26527	330	68110	706 JAMES I HARRISON JR PKWY Tuscaloosa AL 35405	3/45	41117117
26534	330	71540	603 35 ST Tuscaloosa AL 35405	3/45	66715989
26541	330	74970	3445 5 CT Tuscaloosa AL 35405	3/45	42297188
26546	330	76640	537 35 ST Tuscaloosa AL 35405	3/45	22258130
26548	330	77420	527 35 ST Tuscaloosa AL 35405	3/45	64978562
26554	330	80360	552 35 ST Tuscaloosa AL 35405	3/45	64978593
26565	335	35770	650 BROOKSDALE DR Tuscaloosa AL 35401	3/45	64978541
26615	335	48540	440 30 PL A Tuscaloosa AL 35401	3/45	78602114
26641	335	51130	407 30 PL E Tuscaloosa AL 35401	3/45	33250386
26657	335	51360	402 30TH PL 16 Tuscaloosa AL 35401	3/45	64978385
26701	335	52550	450 29 PL C Tuscaloosa AL 35401	3/45	82455768
26710	335	52770	510 29 PL E Tuscaloosa AL 35401	3/4\$	69312540
26712	335	52790	510 29 PL A Tuscaloosa AL 35401	3/45	70284401
26817	336	6000	535 HIGHLAND OAKS DR Tuscaloosa AL 35405	3/4S	64978585
26839	336	16500	3414 HIGHLAND OAKS DR Tuscaloosa AL 35405	3/4S	64978573
26843	336	18500	3530 HIGHLAND OAKS DR Tuscaloosa AL 35405	3/4S	73541068
26866	336	19700	3615 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	28130000
26874	336	20150	3615 GREENSBORO AVE C10 Tuscaloosa AL 35401	3/4S	47505981
26875	336	20200	3615 GREENSBORO AVE C5 Tuscaloosa AL 35401	3/45	47708
26934	340	1920	2901 10 AVE Tuscaloosa AL 35401	3/4	64732790

26959	340	4280	3201 10 AVE H Tuscaloosa AL 35401	3/4S	70609880
59395	340	66140	800 31 ST 1504 Tuscaloosa AL 35401	3/4S	67587707
61782	340	72920	800 31 ST 2905 Tuscaloosa AL 35401	3/4S	69848712
27093	350	12740	1126 28 PL Tuscaloosa AL 35401	3/4S	31166046
27143	350	38550	1214 27 ST Tuscaloosa AL 35401	3/4S	21442554
27215	350	75460	1505 24 ST Tuscaloosa AL 35401	3/4	83205821
27231	355	3920	2137 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	83421549
27392	360	37240	2209 15 ST Tuscaloosa AL 35401	3/4S	18825152
27407	360	43120	1418 QUEEN CITY AVE Tuscaloosa AL 35401	3/4S	57126994
27426	360	51450	1407 23 AVE Tuscaloosa AL 35401	3/4S	51067340
27447	360	61740	1512 GREENSBORO AVE Tuscaloosa AL 35401	3/4S	49348566
27451	360	62820	1500 GREENSBORO AVE 1 Tuscaloosa AL 35401	3/4S	85122410
27541	365	30100	1112 22 AVE B Tuscaloosa AL 35401	3/4S	34978261
27595	365	65170	1107 QUEEN CITY AVE Tuscaloosa AL 35401	3/4S	36659979
27642	370	12740	2211 PAUL W BRYANT DR Tuscaloosa AL 35401	3/4S	50532837
27740	370	54880	2201 8 ST Tuscaloosa AL 35401	1	64733010
27798	375	6920	709 20 AVE 2 Tuscaloosa AL 35401	3/4S	17682759
27917	375	56350	504 21 AVE Tuscaloosa AL 35401	3/4S	69848803
62162			2101 UNIVERSITY BLVD Tuscaloosa AL 35401	3/43 1	88587765
	375	56400	1745 JACK WARNER PKY C23 Tuscaloosa AL 35401		
28152	385	32340		3/45	26554876
28179	385	44150	1747 JACK WARNER PKY 314 Tuscaloosa AL 35401	3/45	27674593
28184	385	44250	1747 JACK WARNER PKY 211 Tuscaloosa AL 35401	3/45	19236568
28201	385	44590	1747 JACK WARNER PKY 303 Tuscaloosa AL 35401	3/45	38855472
28202	385	44610	1747 JACK WARNER PKY 304 Tuscaloosa AL 35401	3/45	37601734
28206	385	44690	1747 JACK WARNER PKY 205 Tuscaloosa AL 35401	3/4\$	85762893
28292	385	76400	7232 ROBERT CARDINAL RD Tuscaloosa AL 35406	3/4\$	82286507
28454	405	61250	302 REED ST B22 Tuscaloosa AL 35401	3/4\$	80013915
28469	405	68600	302 REED ST C3 Tuscaloosa AL 35401	3/4\$	73882
28687	410	44590	1214 RIVERSIDE DR Tuscaloosa AL 35401	3/4S	72938243
28688	410	45080	1213 CAPLEWOOD DR Tuscaloosa AL 35401	3/4	79610
29219	420	31850	1229 UNIVERSITY BLVD Tuscaloosa AL 35401	1	65474778
29719	430	21560	1416 8 ST B Tuscaloosa AL 35401	3/4S	70841513
65184	435	29240	1426 PAUL W BRYANT DR 12 Tuscaloosa AL 35401	1	74819501
31551	475	48020	1825 10 AVE C21 Tuscaloosa AL 35401	3/4S	80934
31731	480	51060	538 19 ST C2 Tuscaloosa AL 35401	3/4S	68141988
32371	505	57330	1 HILLCREST Tuscaloosa AL 35401	3/4S	73106812
32667	510	76440	2303 PRINCE AVE Tuscaloosa AL 35401	3/4	81136115
60825	515	10480	1400 9 AVE 6 Tuscaloosa AL 35401	3/4S	69312407
65190	515	55200	1335 CLOVERDALE RD 101 Tuscaloosa AL 35401	3/4	75636670
33344	530	59780	2019 HACKBERRY LN 203 Tuscaloosa AL 35401	3/4S	38855537
33348	530	61740	2019 HACKBERRY LN 201 Tuscaloosa AL 35401	3/4S	70841470
64823	535	47630	1005 13 ST 104 Tuscaloosa AL 35401	3/4S	73541071
33684	540	12400	909 12 ST 4 Tuscaloosa AL 35401	3/4S	58652587
33871	540	66460	601 11 ST 126 Tuscaloosa AL 35401	3/4\$	57949401
33905	540	66900	601 11 ST 335 Tuscaloosa AL 35401	3/4S	77214934
34094	555	650	1015 10 AVE Tuscaloosa AL 35401	3/4	43067823
34197	555	54920	525 DEVOTIE DR Tuscaloosa AL 35487	3/4S	87058207
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34494	565	52920	5719 CLEARVIEW HILLS DR Tuscaloosa AL 35453	3/4S	70841414
35270	582	65240	6422 COVINGTON VILLAS DR Tuscaloosa AL 35405	3/4S	51067324
35442	582	72080	6035 LOBLOLLY LN Tuscaloosa AL 35405	3/4\$	22785457
69327	582	72160	6065 LOBLOLLY LN Tuscaloosa AL 35405	3/4	81451096
60518	582	79700	7122 COOPERSTOWN CIR Tuscaloosa AL 35453	3/4S	69312734
63525	582	80450	6962 COOPERSTOWN CIR Tuscaloosa AL 35453	3/4S	72213988
64683	582	80950	6311 MARY FORD BLVD Tuscaloosa AL 35453	3/4S	73540948
58775	582	81350	6825 ABBEY TRACE DR Tuscaloosa AL 35453	3/4S	67336525
60213	582	86100	7020 ABBEY LOOP Tuscaloosa AL 35453	3/4S	67926201
35582	585	9520	1620 WINDCLIFF DR Tuscaloosa AL 35453	3/4S	95918
35630	585	11950	1491 CEDAR DR Tuscaloosa AL 35453	3/4	82286461
35679	585	25480	6900 SIMPSON RD Tuscaloosa AL 35453	3/4S	4815
35688	585	30380	1531 DIANNE ST Tuscaloosa AL 35453	3/4S	20196
35923	590	78000	1820 PRUDES MILL RD S7 Tuscaloosa AL 35453	3/4S	81642
35935	590	82400	6310 E UNIVERSITY BLVD Tuscaloosa AL 35453	3/4S	472
35936	590	82900	6210 E UNIVERSITY BLVD Tuscaloosa AL 35453	3/4S	75578204
36038	595	28420	5434 OLD BIRMINGHAM HWY Tuscaloosa AL 35404	1	51386
36067	595	39940	6211 GREEN ACRES DR Tuscaloosa AL 35404	3/4	83205603
36084	595	42240	6309 GREEN ACRES LN Tuscaloosa AL 35404	3/4S	42297109
36105	595	51380	7115 CANYON MILL RD Tuscaloosa AL 35453	3/4S	66716249
36801	620	63650	5100 E MCFARLAND BLVD Tuscaloosa AL 35405	3/4S	55668
37916	633	52020	2201 E 48 ST 713 Tuscaloosa AL 35405	3/4S	
	633	52020	2201 E 48 ST 713 Tuscaloosa AL 35405	•	68142058
37917				3/45	67027957
37936	633	52420	2201 E 48 ST 723 Tuscaloosa AL 35405	3/45	24411638
37976	633	58120	2201 E 48 ST 403 Tuscaloosa AL 35405	3/45	59733582
37988	633	59250	2201 E 48 ST 803 Tuscaloosa AL 35405	3/45	7663610
58089	633	67230	2201 E 48 ST 2604 Tuscaloosa AL 35405	3/45	66716033
58088	633	67250	2201 E 48 ST 2606 Tuscaloosa AL 35405	3/45	66716030
38126	633	80100	2201 E 48 ST 1408 Tuscaloosa AL 35405	3/45	50532898
38169	633	84100	2201 E 48 ST 903 Tuscaloosa AL 35405	3/45	59399168
38188	633	84990	2122 E 48 ST C Tuscaloosa AL 35405	3/45	66428381
38233	633	86050	1910 E 48 ST D Tuscaloosa AL 35405	3/45	50116888
38248	633	87940	1812 E 48 ST C Tuscaloosa AL 35405	3/45	73106534
38401	634	36280	2500 E 48 PL 7 Tuscaloosa AL 35405	3/45	73106510
38644	635	920	5001 E CYPRESS CRK AVE 405 Tuscaloosa AL 35405	3/4\$	48439842
38686	635	1360	5001 E CYPRESS CRK AVE 711 Tuscaloosa AL 35405	3/4\$	60000677
38688	635	1380	5001 E CYPRESS CRK AVE 707 Tuscaloosa AL 35405	3/4\$	60000716
38708	635	1610	5001 E CYPRESS CRK AVE 1116 Tuscaloosa AL 35405	3/4S	50532887
38766	635	5250	5001 E CYPRESS CRK AVE 606 Tuscaloosa AL 35405	3/4S	60000656
38777	635	5800	5001 E CYPRESS CRK AVE 618 Tuscaloosa AL 35405	3/4S	60000710
38799	635	50230	5050 E CYPRESS CRK AVE 117 Tuscaloosa AL 35405	3/4S	17764944
38833	635	50580	5050 E CYPRESS CRK AVE 201 Tuscaloosa AL 35405	3/4S	44498113
38849	635	50740	5050 E CYPRESS CRK AVE 404 Tuscaloosa AL 35405	3/4S	17399676
38923	635	51680	5050 E CYPRESS CRK AVE 1016 Tuscaloosa AL 35405	3/4S	35404165
38935	635	51910	5050 E CYPRESS CRK AVE 1407 Tuscaloosa AL 35405	3/4S	18795708
38989	635	52680	5050 E CYPRESS CRK AVE 1515 Tuscaloosa AL 35405	3/4S	51830465
38996	635	52750	5050 E CYPRESS CRK AVE 1513 Tuscaloosa AL 35406	3/4S	43064502

39094	636	21800	4801 E CYPRESS CRK AVE 103 Tuscaloosa AL 35405	3/4S	81136018
39426	644	76300	1310 E 37 ST 56 Tuscaloosa AL 35405	3/4S	44414720
39483	644	87000	1310 E 37 ST 1 Tuscaloosa AL 35405	3/4	81136008
39498	644	98400	1310 E 37 ST 92 Tuscaloosa AL 35405	3/4	81136177
39521	645	50710	3429 E 12 AVE D Tuscaloosa AL 35405	3/4	81935942
39595	645	52010	3334 E 12 AVE D Tuscaloosa AL 35405	3/4S	66715854
39704	645	66640	3715 E 3 AVE Tuscaloosa AL 35405	3/4S	44979049
39774	646	41740	3320 ALBRIGHT RD 5 Tuscaloosa AL 35405	3/4S	49348623
39775	646	41760	3320 ALBRIGHT RD 14 Tuscaloosa AL 35405	3/4S	20163195
39788	646	42130	721 E 33 ST D Tuscaloosa AL 35405	3/4S	83567443
39824	646	42880	603 E 33 ST A Tuscaloosa AL 35405	3/4S	57949370
39901	646	70930	3511 E 7 AVE B Tuscaloosa AL 35405	3/4S	67027865
39970	650	26460	3715 E 3 AVE E18 Tuscaloosa AL 35405	3/4	81136006
40090	650	84770	3715 E 3 AVE B16 Tuscaloosa AL 35405	3/4	81136007
40120	655	8530	3509 SAGEBRUSH LN Tuscaloosa AL 35405	3/4S	33858195
40683	705	36730	4809 E 28 ST Tuscaloosa AL 35404	3/4S	86252500
40701	705	39200	2802 AUTUMN HILL DR Tuscaloosa AL 35453	3/4S	55436
41198	715	25970	26 BROADVIEW Tuscaloosa AL 35405	3/4S	76636872
41589	725	51800	3233 ALPINE PL Tuscaloosa AL 35405	3/4S	78100328
42502	733	43990	4445 LOCUST LN Tuscaloosa AL 35405	1	57128398
42811	734	8350	4407 WILSHIRE CIR Tuscaloosa AL 35405	3/4S	61658336
42829	734	9250	4501 WILSHIRE LN Tuscaloosa AL 35405	3/4S	49868930
42837	734	16800	4823 ASHLEY HILL CIR Tuscaloosa AL 35405	3/4S	42297160
42979	734	87300	4843 EASTON DR Tuscaloosa AL 35405	3/4S	64060883
42999	735	970	3935 E SKYLAND BLVD Tuscaloosa AL 35405	3/4S	68355972
43050	735	4900	4184 E HARGROVE RD Tuscaloosa AL 35405	3/4S	8586171
60313	735	20060	4528 BARRETTS TRACE BLVD Tuscaloosa AL 35406	3/4S	68356058
43251	735	40180	4221 E HARGROVE RD Tuscaloosa AL 35405	3/4S	16471780
71075	760	1070	251 NE RICE MINE RD Tuscaloosa AL 35405	3/4	87179001
43904	760	1940	720 NE RICE MINE RD Tuscaloosa AL 35406	3/4	85251640
43918	760	7840	1626 HARMONY LN Tuscaloosa AL 35406	3/4S	25054724
43952	760	17740	642 WOODRIDGE DR Tuscaloosa AL 35406	3/4S	78100673
43955	760	18040	624 WOODRIDGE DR Tuscaloosa AL 35406	3/4	84145942
43999	760	29860	1828 NE 2 AVE Tuscaloosa AL 35406	3/4S	85762992
44052	760	44100	400 WOODRIDGE DR Tuscaloosa AL 35406	3/4S	86252373
44054	760	44570	1627 RIDGECREST DR Tuscaloosa AL 35406	3/4	88734937
44064	760	47530	1608 RIDGECREST DR Tuscaloosa AL 35406	3/4S	77761663
44093	760	53030	1251 NE MCFARLAND BLVD Tuscaloosa AL 35406	1	65474604
44094	760	53040	1251 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4	89431
44095	760	53070	1301 NE MCFARLAND BLVD 101 Tuscaloosa AL 35406	3/4S	65103343
44096	760	53110	1301 NE MCFARLAND BLVD 107 Tuscaloosa AL 35406	3/4S	65103338
44097	760	53140	1301 NE MCFARLAND BLVD 106 Tuscaloosa AL 35406	3/4S	65103341
44098	760	53180	1301 NE MCFARLAND BLVD 102 Tuscaloosa AL 35406	3/4S	67027908
44099	760	53250	1301 NE MCFARLAND BLVD Tuscaloosa AL 35406	1	65474583
44102	760	53350	1351 NE MCFARLAND BLVD 112 Tuscaloosa AL 35406	3/4\$	49868899
44103	760	53360	1351 NE MCFARLAND BLVD 110 Tuscaloosa AL 35406	3/4S	41117229
44104	760	53370	1351 NE MCFARLAND BLVD 109 Tuscaloosa AL 35406	3/4S	49869148

44105	760	53420	1351 N MCFARLAND BLVD 105 Tuscaloosa AL 35406	3/4S	65103382
44106	760	53460	1351 NE MCFARLAND BLVD 111 Tuscaloosa AL 35406	3/4S	65103385
61516	760	53470	1351 NE MCFARLAND BLVD 118 Tuscaloosa AL 35406	3/4S	69848667
61085	760	54420	300 TOWNESCENTER BLVD Tuscaloosa AL 35406	1	69284113
61083	760	54440	300 TOWNESCENTER BLVD Tuscaloosa AL 35406	3/4	69005876
44124	760	54500	500 TOWNCENTER BLVD Tuscaloosa AL 35406	3/4S	64328120
44125	760	54510	500 TOWNCENTER BLVD C Tuscaloosa AL 35406	3/4S	64328117
44126	760	54520	500 TOWNCENTER BLVD B Tuscaloosa AL 35406	3/45	64328122
44137	760	54910	205 N MCFARLAND CIR Tuscaloosa AL 35406	3/4S	65103379
44145	760	55150	216 N MCFARLAND CIR Tuscaloosa AL 35406	1	87429731
44209	760	69070	352 RIVERDALE DR Tuscaloosa AL 35406	3/4S	87356540
44214	760	69190	347 RIVERDALE DR Tuscaloosa AL 35406	3/45	61657687
44269	760	84050	328 MERCHANTS WALK Tuscaloosa AL 35406	1	65474605
44275	760	85380	1649 N MCFARLAND BLVD 202 Tuscaloosa AL 35406	3/4S	65103377
44276	760	85400	1649 N MCFARLAND BLVD 201 Tuscaloosa AL 35403	3/45	65103374
44280	760	85800	1635 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	52282651
44281	760	85910	1641 N MCFARLAND BLVD A3 Tuscaloosa AL 35406	3/4S	31166000
44282	760	85930	1647 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	26381178
44283	760	86900	1641 N MCFARLAND BLVD C1 Tuscaloosa AL 35406	3/4	87179070
44284	760	86950	1641 N MCFARLAND BLVD A1 Tuscaloosa AL 35406	3/4S	42321848
44285	760	87000	1641 N MCFARLAND BLVD A2 Tuscaloosa AL 35406	3/4S	29273865
44286	760	87050	1647 N MCFARLAND BLVD B1 Tuscaloosa AL 35406	3/4S	48439938
44287	760	87100	1647 N MCFARLAND BLVD A1 Tuscaloosa AL 35406	3/4S	32101144
44288	760	87150	1647 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4	52695956
44291	760	89200	1657 N MCFARLAND BLVD Tuscaloosa AL 35406	1	65474706
44292	760	89300	1657 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	65103387
44293	760	89500	1641 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	65103390
44294	760	89600	1657 N MCFARLAND BLVD G2A Tuscaloosa AL 35406	3/4S	43845316
44295	760	89650	1657 N MCFARLAND BLVD G2B Tuscaloosa AL 35406	3/4S	20229587
44296	760	89700	1657 N MCFARLAND BLVD G2C Tuscaloosa AL 35406	3/4S	42863936
44297	760	89850	1657 N MCFARLAND BLVD G2G Tuscaloosa AL 35406	3/4S	25054692
44298	760	89900	1657 N MCFARLAND BLVD G2D Tuscaloosa AL 35406	3/4S	32218901
44299	760	90050	1655 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	76070122
44300	760	90150	1657 N MCFARLAND BLVD D4 Tuscaloosa AL 35406	3/4S	65103352
44301	760	90300	1657 N MCFARLAND BLVD G3G Tuscaloosa AL 35406	3/4S	84753962
44302	760	90400	1657 N MCFARLAND BLVD G3B Tuscaloosa AL 35406	3/4S	65103355
44303	760	90450	1657 N MCFARLAND BLVD G3C Tuscaloosa AL 35406	3/4S	48439911
44304	760	90540	1653 N MCFARLAND BLVD G4E Tuscaloosa AL 35406	3/4S	23345423
44305	760	90550	1653 N MCFARLAND BLVD G4D Tuscaloosa AL 35406	3/4S	24411672
44306	760	90560	1653 N MCFARLAND BLVD G4 Tuscaloosa AL 35406	3/4S	35283116
44307	760	90570	1653 N MCFARLAND BLVD F4 Tuscaloosa AL 35406	3/4S	35194295
44308	760	90580	1653 N MCFARLAND BLVD G4C Tuscaloosa AL 35406	3/4S	17764773
44309	760	90590	1653 N MCFARLAND BLVD G4B Tuscaloosa AL 35406	3/4S	20453906
44310	760	90600	1653 N MCFARLAND BLVD G4A Tuscaloosa AL 35406	1	65474799
44311	760	90700	1651 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	65103351
44312	760	90710	1651 N MCFARLAND BLVD 10 Tuscaloosa AL 35406	1	56810737
44314	760	91650	1663 N MCFARLAND BLVD G3 Tuscaloosa AL 35406	3/4S	27973593
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44315	760	91700	1663 N MCFARLAND BLVD G1 Tuscaloosa AL 35406	3/4S	31611482
44316	760	91750	1663 N MCFARLAND BLVD G4 Tuscaloosa AL 35406	3/4S	32218756
44318	760	91850	1663 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	29273943
44323	760	94550	1785 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	65103369
44324	760	94600	1785 NE MCFARLAND BLVD Tuscaloosa AL 35406	1	65474578
44325	760	95000	1825 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4	5120055
44326	760	95050	1825 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4	46043
44327	760	95150	1825 N MCFARLAND BLVD 230 Tuscaloosa AL 35406	3/4	27804
44328	760	95200	1825 N MCFARLAND BLVD 220 Tuscaloosa AL 35406	3/4	4727899
44329	760	95300	1825 N MCFARLAND BLVD 200 Tuscaloosa AL 35406	3/4	4846042
44331	760	95450	1825 N MCFARLAND BLVD 180 Tuscaloosa AL 35406	3/4	5120057
59664	760	95470	1825 N MCFARLAND BLVD 190 Tuscaloosa AL 35406	3/4S	68142212
44332	760	95480	1825 N MCFARLAND BLVD 150 Tuscaloosa AL 35406	1	61659587
44333	760	95490	1825 N MCFARLAND BLVD 160 Tuscaloosa AL 35406	1	64169599
44334	760	95510	1825 N MCFARLAND BLVD 260 Tuscaloosa AL 35406	1	64792353
44336	760	95650	1825 N MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	44498194
66975	760	95655	1825 N MCFARLAND BLVD 280 Tuscaloosa AL 35406	1	79529333
66973	760	95660	1825 N MCFARLAND BLVD 140 Tuscaloosa AL 35406	1	79529336
66974	760	95665	1825 N MCFARLAND BLVD 120 Tuscaloosa AL 35405	1	79529334
60629	760	95750	1825 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	68835045
60631	760	95800	1825 NE MCFARLAND BLVD Tuscaloosa AL 35406	1	69284171
60630	760	95800	1825 NE MCFARLAND BLVD Tuscaloosa AL 35406	3/4S	68835042
63947	760	97000	1835 N MCFARLAND BLVD Tuscaloosa AL 35406	1	73048647
44345	761	1780	7 HIGHLAND MANOR Tuscaloosa AL 35406	3/4S	87357316
44355	761	2080	17 HIGHLAND MANOR Tuscaloosa AL 35406	3/4S	87357320
44356	761	2110	18 HIGHLAND MANOR Tuscaloosa AL 35406	3/4S	87356520
44397	761	5500	668 HARTFORD DR Tuscaloosa AL 35406	3/4S	87357319
44442	761	8510	663 PETERSBURG RD Tuscaloosa AL 35406	3/4	87357305
44505	761	10790	821 N ASHLAND DR Tuscaloosa AL 35406	3/4S	74561726
44529	761	36000	506 STILLWATER DR Tuscaloosa AL 35406	3/4S	72214124
69328	761	52240	923 N RICE VALLEY RD 206 Tuscaloosa AL 35406	3/4	83205586
69351	761	52260	923 N RICE VALLEY RD 205 Tuscaloosa AL 35406	3/4	83205585
44559	761	54980	801 N BELLE MEADE DR Tuscaloosa AL 35406	3/4	83756546
68330	761	55585	2922 MANCHESTER CIR Tuscaloosa AL 35406	1	82835829
44630	761	56680	2940 N HAMPTON DR Tuscaloosa AL 35406	3/4	87356551
44651	761	58650	3 RIDGELAND Tuscaloosa AL 35406	1	65474699
44660	761	60880	10 RIDGELAND Tuscaloosa AL 35406	1	87355836
44678	761	61950	23 RIDGELAND Tuscaloosa AL 35406	1	87058249
44680	761	62050	24 RIDGELAND Tuscaloosa AL 35406	3/4S	76636639
44681	761	62070	24 RIDGELAND Tuscaloosa AL 35406	1	85249033
44706	761	76000	42 RIDGELAND Tuscaloosa AL 35406	3/4S	87356597
44772	762	1380	511 VICKSBURG DR Tuscaloosa AL 35406	3/4S	75556522
44784	762	1710	711 VICKSBURG DR Tuscaloosa AL 35406	3/4S	87357293
44802	762	2160	1928 MANASSAS AVE Tuscaloosa AL 35406	3/4S	77214775
44897	762	7180	2323 ANTIETAM AVE Tuscaloosa AL 35406	3/4S	44136441
44941	762	59195	6 DUNBROOK B Tuscaloosa AL 35406	1	82263483
44988	762	63100	2437 MAPLE RIDGE DR Tuscaloosa AL 35406	3/4	87737864

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44996	762	63360	2405 MAPLE RIDGE DR Tuscaloosa AL 35406	3/4	87358810
45012	762	88590	122 COVEY CHASE Tuscaloosa AL 35406	3/4S	87356519
45037	762	89690	131 COVEY CHASE Tuscaloosa AL 35406	3/4S	87356576
45038	762	89700	131 COVEY CHASE Tuscaloosa AL 35406	3/4S	7446038
45051	762	90650	105 COVEY CHASE Tuscaloosa AL 35406	3/4S	87356570
45056	762	91150	102 COVEY CHASE Tuscaloosa AL 35406	3/4S	74561548
45059	762	91350	135 COVEY CHASE Tuscaloosa AL 35406	3/4	86485948
45063	762	91650	137 COVEY CHASE Tuscaloosa AL 35406	3/4S	87356574
66714	762	92500	2660 MCLEAN CIRCLE Tuscaloosa AL 35406	3/4	78374573
66387	762	93350	2530 MCLEAN CIR Tuscaloosa AL 35406	3/4	78100375
56734	762	93850	2450 MCLEAN CIR Tuscaloosa AL 35405	3/4	87358767
65873	770	30810	5520 RICE MINE RD NE Tuscaloosa AL 35406	1	79616890
45085	770	31000	5318 NE RICE MINE RD Tuscaloosa AL 35406	3/4	87358183
45088	770	31550	1124 FOREST OAKS LN Tuscaloosa AL 35406	3/4S	84749728
45095	770	33600	4730 NE RICE MINE RD Tuscaloosa AL 35476	3/4S	69312586
45096	770	33850	4700 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	17007464
45110	770	40250	1427 CEDARBROOK DR Tuscaloosa AL 35406	3/4S	61659002
45111	770	40350	1501 CEDARBROOK DR Tuscaloosa AL 35406	3/4S	65103243
45114	770	40600	4420 NE RICE MINE RD Tuscaloosa AL 35406	1	51169
45116	770	40750	4400 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	34247648
45117	770	40900	4396 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	29273884
45118	770	41050	4404 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	82286737
45119	770	41200	4392 NE RICE MINE RD Tuscaloosa AL 35476	3/4S	42343937
45122	770	60000	0 GAINESWOOD ENTRANCE Tuscaloosa AL 35406	3/45	82263517
45126	770	60100	3902 GAINESWOOD LN Tuscaloosa AL 35406	3/43	87178961
		60180		•	
45128	770		3909 GAINESWOOD LN Tuscaloosa AL 35406	3/4\$	64060706
45133	770	60490	3914 GAINESWOOD LN Tuscaloosa AL 35406	1	87355956
45152	770	61390	3957 GAINESWOOD LN Tuscaloosa AL 35406	1	87355907
45156	770	61580	1900 GAINESWOOD PL Tuscaloosa AL 35406	1	85249041
45205	770	64250	1860 GAINESWOOD DR Tuscaloosa AL 35406	3/4	87357275
45207	770	64330	1857 GAINESWOOD DR Tuscaloosa AL 35406	3/4	84145903
45214	770	64560	1869 GAINESWOOD DR Tuscaloosa AL 35406	3/45	88530639
45217	770	64600	1877 GAINESWOOD DR Tuscaloosa AL 35406	3/4\$	77761736
45232	770	65210	1911 GAINESWOOD DR Tuscaloosa AL 35406	1	73611359
45239	770	66250	3806 GAINESWOOD LN Tuscaloosa AL 35406	3/4S	86252364
45242	770	66370	3800 GAINESWOOD LN Tuscaloosa AL 35406	1	82263505
45251	770	77390	1922 NE 37 ST Tuscaloosa AL 35406	3/4S	76069931
67415	770	78100	3724 NE 16 AVE Tuscaloosa AL 35406	3/4	79866504
68144	770	78670	1699 NE 35 ST Tuscaloosa AL 35406	3/4	84844861
45315	770	79650	3634 NE 19 AVE Tuscaloosa AL 35406	3/4S	57862191
45327	770	80100	3200 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	68835178
45337	770	80940	3010 NE RICE MINE RD Tuscaloosa AL 35406	1	87350
45339	770	80950	3010 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	72938294
45340	770	80960	3010 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	6350098
45415	770	89040	800 MONMOUTH RD Tuscaloosa AL 35406	3/4S	76070150
45445	770	89780	3014 SARATOGA LN Tuscaloosa AL 35406	3/4	84235954
45462	770	90130	2600 SARATOGA LN Tuscaloosa AL 35406	3/4S	59398976

70015	770	96480	2701 NORTHRIDGE RD Tuscaloosa AL 35401	3/4	84754055
45529	770	98120	3 LAUDERHILL Tuscaloosa AL 35406	3/4	87179040
45546	770	98560	14 LAUDERHILL Tuscaloosa AL 35406	1	87355856
45549	770	98650	16 LAUDERHILL Tuscaloosa AL 35406	1	84845119
45553	770	98870	1814 NORTHRIDGE RD Tuscaloosa AL 35406	3/4S	82286544
56877	771	20300	2680 BEACON HILL PKY Tuscaloosa AL 35406	3/4	87358813
65841	771	20970	2570 BEACON HILL PKWY Tuscaloosa AL 35406	3/4	77493042
45573	771	22070	2452 SAINT JAMES LANDING Tuscaloosa AL 35406	3/4S	87357342
45580	771	22650	2424 SAINT JAMES LANDING Tuscaloosa AL 35406	3/4S	83205461
45584	771	22850	2408 SAINT JAMES LANDING Tuscaloosa AL 35404	3/4S	33250400
45595	771	23780	1708 WILLIAMSBURG LN Tuscaloosa AL 35406	3/4S	87356541
45612	771	25330	1621 WILLIAMSBURG LN Tuscaloosa AL 35406	3/4	85251559
45615	771	25390	1640 WILLIAMSBURG LN Tuscaloosa AL 35406	3/4S	83205623
45619	771	25490	1661 WILLIAMSBURG LN Tuscaloosa AL 35406	3/4S	84145845
45634	771	27000	0 WELLINGTON ENTRANCE Tuscaloosa AL 35406	1	84880970
65216	771	35700	1901 KINGS GATE DR Tuscaloosa AL 35406	3/4S	77499016
45664	771	36050	1962 NOTTINGHAM PL Tuscaloosa AL 35406	3/4S	87354740
45674	771	36850	2021 KINGS GATE DR Tuscaloosa AL 35406	1	87429757
45689	771	37250	1203 DUBLIN CIR Tuscaloosa AL 35406	3/4S	65102988
45690	771	37260	1203 DUBLIN CIR Tuscaloosa AL 35406	1	55825098
45692	771	37300	2200 WESTMINSTER LN Tuscaloosa AL 35406	3/4S	65102873
65666	771	37960	2067 WESTMINSTER LN Tuscaloosa AL 35406	1	84845132
45714	771	38370	1349 DOWNING RIDGE Tuscaloosa AL 35406	3/4	77761524
45719	771	38450	1373 DOWNING RIDGE Tuscaloosa AL 35406	1	87355909
67902	771	38860	1314 DOWNING RIDGE Tuscaloosa AL 35406	1	85249039
45745	771	50300	1276 WELLESLEY GREEN Tuscaloosa AL 35406	3/4S	71254520
45781	772	900	1140 VALLEY FORGE RD Tuscaloosa AL 35406	3/4	87357328
45790	772	1300	1102 VALLEY FORGE RD Tuscaloosa AL 35406	3/4S	76069822
45813	772	17510	2801 YORKTOWN DR Tuscaloosa AL 35406	3/4S	39252469
45826	772	17810	1335 LEXINGTON LN Tuscaloosa AL 35406	3/4S	76636620
45857	772	19650	3046 YORKTOWN DR Tuscaloosa AL 35406	3/4S	39670731
66920	772	34820	3220 WAUGH LN Tuscaloosa AL 35406	3/4	78374244
66921	772	34825	3220 WAUGH LN Tuscaloosa AL 35406	1	79616893
70163	772	34845	723 KINGS MOUNTAIN RD Tuscaloosa AL 35406	1	85455439
66937	772	34900	724 KINGS MOUNTAIN RD Tuscaloosa AL 35406	1	78574000
66936	772	34905	724 KINGS MOUNTAIN RD Tuscaloosa AL 35406	3/4	78374265
68366	772	34920	3206 WAUGH LN Tuscaloosa AL 35406	1	83097251
66889	772	34940	3205 WAUGH LN Tuscaloosa AL 35406	1	79573985
66888	772	34945	3205 WAUGH LN Tuscaloosa AL 35406	3/4	78374240
66891	772	34950	3209 WAUGH LN Tuscaloosa AL 35406	1	79465986
66890	772	34955	3209 WAUGH LN Tuscaloosa AL 35406	3/4	78374175
45941	772	65820	1030 VALLEY FORGE RD Tuscaloosa AL 35406	1	67843882
45943	772	65870	1010 VALLEY FORGE RD Tuscaloosa AL 35406	3/4S	76070088
45971	772	99770	2707 YORKTOWN DR Tuscaloosa AL 35406	3/4	86252329
46017	773	12000	879 PIN BROOK LN Tuscaloosa AL 35406	3/4	85762918
46047	773	13250	3601 ACORN AVE Tuscaloosa AL 35406	3/4S	81935771
46056	773	13700	961 LYNN OAKS ST Tuscaloosa AL 35406	3/4S	82286414

46058	773	13800	952 LYNN OAKS ST Tuscaloosa AL 35406	3/4	87666329
46061	773	13840	940 LYNN OAKS ST Tuscaloosa AL 35406	3/4S	50532820
46067	773	14040	927 LYNN OAKS ST Tuscaloosa AL 35406	1	87355919
46073	773	14350	843 LYNN OAKS ST Tuscaloosa AL 35406	3/4S	77761463
46087	773	15350	930 SEVEN OAKS PL Tuscaloosa AL 35406	3/4S	73541253
46114	773	17090	3751 WINDY RIDGE Tuscaloosa AL 35406	1	76636996
46117	773	28740	3825 OAK COLONY DR Tuscaloosa AL 35406	1	67843867
46123	773	29100	3912 OAK COLONY DR Tuscaloosa AL 35406	1	67843883
46136	773	29760	3710 SEVEN OAKS DR Tuscaloosa AL 35406	1	67843860
46153	774	11520	3609 NICOL PARK RD Tuscaloosa AL 35406	3/45	83421574
46155	774	11800	3751 NICOL PARK RD Tuscaloosa AL 35406	3/45	87358641
46158	774	12950	4101 NICOL PARK RD Tuscaloosa AL 35406	3/45	42064052
66683	774 774	16700	4040 NICOL PARK RD Tuscaloosa AL 35406	3/4	78929547
46165	774 774	21300 23980	3712 NICOL PARK RD Tuscaloosa AL 35406 14427 MONTGOMERY LOOP Tuscaloosa AL 35406	3/4S	44204240
46175 46189	774 774	25950	14907 WATERMELON RD Tuscaloosa AL 35406	3/4 3/4S	84844996 78100455
46190	774 774	26000	14907 WATERMELON RD Tuscaloosa AL 35406	3/4S	82286338
46192	774 774	27300	15067 WATERMELON RD Tuscaloosa AL 35406	3/4S	78602208
46197	774	31550	15514 WATERMELON RD Tuscaloosa AL 35406	3/43	85251573
56625	774	32990	15599 YELLOW CREEK RD Tuscaloosa AL 35406	1	66090245
46205	774	33700	11441 BARGER RD Tuscaloosa AL 35406	3/4S	82286631
46207	774	33850	11132 BARGER RD Tuscaloosa AL 35406	3/4S	83205768
68652	774	45000	16400 YELLOW CREEK RD Tuscaloosa AL 35406	3/4	85122696
66578	774	45930	16046 YELLOW CREEK Tuscaloosa AL 35406	3/4	78100577
46250	774	53000	14872 WATERMELON RD Tuscaloosa AL 35406	3/4	83798676
66752	774	70725	10236 LEWIS SPUR RD Tuscaloosa AL 35406	1	78780208
46297	774	75250	10830 SEXTON BEND RD Tuscaloosa AL 35406	3/4	85251574
46298	774	75400	10810 SEXTON BEND RD Tuscaloosa AL 35406	3/4\$	83205675
46314	774	81500	10002 SEXTON BEND RD Tuscaloosa AL 35406	3/4S	83421570
46320	774	84000	10329 SEXTON BEND RD Tuscaloosa AL 35406	3/4S	85251634
46332	774	93000	11143 SEXTON BEND RD Tuscaloosa AL 35406	3/4S	76636822
46370	775	46590	6220 NE 37 CT Tuscaloosa AL 35406	3/4S	34621996
46427	775	56790	1 OLD NORTH RIVER PT Tuscaloosa AL 35406	3/4	87666356
46430	775	57140	9001 OLD WATERMELON RD Tuscaloosa AL 35405	3/4S	82286340
46466	775	58070	9211 NE FORRESTAL DR Tuscaloosa AL 35406	3/4	83421488
46502	775	61440	6725 DUNBARTON DR Tuscaloosa AL 35406	1	67843637
46531	775	63800	0 GRAND ARBOR DR Tuscaloosa AL 35406	1	65474751
46538	775	64000	6510 GRAND ARBOR LN Tuscaloosa AL 35406	3/4S	82286824
46562	775	64600	3601 GRAND ARBOR DR Tuscaloosa AL 35406	1	83896744
46585	775	66720	6021 LAKERIDGE AVE Tuscaloosa AL 35406	3/4S	75578157
46622	775	90190	2814 LAKE COVE CIR Tuscaloosa AL 35406	1	76741079
46634	775 	90540	2821 LAKE CREST DR Tuscaloosa AL 35406	1	74819520
46637	775	90600	2801 LAKE CREST DR Tuscaloosa AL 35406	3/4	87356511
46640	775	90680	6105 LAKE VISTA DR. Tuscaloosa AL 35406	3/45	87356535
46643	775	90710	6117 LAKE VISTA DR. Tuscaloosa AL 35406	1	47406305
46666	775	91370	6231 LAKE VISTA DR. Tuscaloosa AL 35406	3/4	87179089
46671	775	91650	6423 LAKE VISTA DR Tuscaloosa AL 35406	3/4S	82286823

46673	775	91720	6437 LAKE VISTA DR Tuscaloosa AL 35406	1	78929512
46685	775	92210	6224 LAKE VISTA DR Tuscaloosa AL 35406	3/4S	87356791
46700	775	92750	2521 LAKE CREST DR Tuscaloosa AL 35406	3/4S	87356637
46703	775	92900	2500 LAKE CREST DR Tuscaloosa AL 35406	1	87355883
46708	775	93050	2538 LAKE CREST DR Tuscaloosa AL 35406	3/4S	75578152
46726	775	94450	2614 LAKE CREST LN Tuscaloosa AL 35406	3/4S	87356506
46734	775	94650	2621 LAKE CREST LN Tuscaloosa AL 35406	3/4S	87356507
46735	775	94670	2627 LAKE CREST LN Tuscaloosa AL 35406	3/4S	76069924
46738	775	94750	2711 LAKE CREST LN Tuscaloosa AL 35406	3/4S	57949142
46739	775	94760	2711 LAKE CREST LN Tuscaloosa AL 35406	1	65474608
46742	775	94900	2719 LAKE CREST LN Tuscaloosa AL 35406	3/4	85251565
46750	775	95250	2842 LAKE CREST DR Tuscaloosa AL 35406	3/4S	87357289
46754	775	95450	2926 LAKE CREST DR Tuscaloosa AL 35406	3/4S	87357309
65961	776	16640	3101 MCWRIGHTS FERRY RD Tuscaloosa AL 35406	1	75773871
65092	776	17265	3453 GABRIELS PL Tuscaloosa AL 35406	1	75773855
65091	776	17270	3453 GABRIELS PL Tuscaloosa AL 35406	3/4S	75578343
66686	776	17720	4384 ACADIAN WAY Tuscaloosa AL 35406	3/4	78374338
66687	776	17750	4394 ACADIAN WAY Tuscaloosa AL 35406	3/4	78602251
64355	776	18840	4395 RIVER BLUFF CIR Tuscaloosa AL 35406	1	74476061
46810	776	19590	4501 ROYALE DR Tuscaloosa AL 35406	1	87355991
64078	776	22480	3301 MAGAZINE ST Tuscaloosa AL 35406	3/4S	81935760
66702	776	22870	3343 MAGAZINE ST Tuscaloosa AL 35406	3/4	78374365
46833	776	24550	3510 OAK BEND RD Tuscaloosa AL 35406	3/4S	78100415
46836	776	24700	3617 NORTHRIDGE CIR Tuscaloosa AL 35406	3/4S	88530596
68075	776	25030	3628 NORTHRIDGE CIR Tuscaloosa AL 35406	3/4	84844894
64202	776	25190	3571 BROOK HIGHLAND Tuscaloosa AL 35406	1	73611347
46893	776	26680	3742 BROOK HIGHLAND DR Tuscaloosa AL 35406	3/4S	87357353
46905	776	27445	3644 BROOK HIGHLAND DR Tuscaloosa AL 35406	3/4S	75578174
46938	776	30340	4906 GLEN EAGLE DR Tuscaloosa AL 35406	1	88587769
47000	776	51740	3741 SIERRA DR Tuscaloosa AL 35406	3/4S	78100504
47009	776	52040	5406 TAHOE DR Tuscaloosa AL 35406	3/4S	85251633
47022	776	52420	5420 MADERA DR Tuscaloosa AL 35406	3/4S	84145951
47026	776	52570	5338 MADERA DR Tuscaloosa AL 35406	3/4S	73541030
47034	776	52810	5413 MADERA DR Tuscaloosa AL 35406	3/4S	82286826
47057	776	53700	3830 SIERRA DR Tuscaloosa AL 35406	3/4S	8173593
47067	776	54460	3610 SIERRA DR Tuscaloosa AL 35406	3/4	79197599
68331	776	58200	5413 MADERA DR Tuscaloosa AL 35406	1	82835831
47079	777	950	5500 BLUEGRASS PKY Tuscaloosa AL 35406	3/4S	82286641
47090	777	2000	3956 VERSAILLES LN Tuscaloosa AL 35406	3/4S	78374323
47106	777	4040	3927 VERSAILLES LN Tuscaloosa AL 35406	3/4	76636892
47107	777	4050	3927 VERSAILLES LN Tuscaloosa AL 35406	3/4S	67843620
47149	777	9490	4084 TRIPLE CROWN CIR Tuscaloosa AL 35406	1	88587828
47183	777	14970	4740 RIVA RIDGE DR Tuscaloosa AL 35406	3/4S	87358469
66664	777	19730	4551 DERBY DOWNS Tuscaloosa AL 35406	1	78929525
47222	777	21120	4215 MONARCH CIR Tuscaloosa AL 35406	3/4	86252375
66674	777	21270	4216 MONARCH CIR Tuscaloosa AL 35406	1	78929502
56762	777	21300	4559 BLUEGRASS PKY Tuscaloosa AL 35406	3/4	87666317

47241	777	30100	4758 BLUEGRASS PKY Tuscaloosa AL 35406	1	65474753
47248	777	30250	4800 BLUEGRASS PKY Tuscaloosa AL 35406	3/4S	87358632
47267	777	31050	5115 BLUEGRASS PKY Tuscaloosa AL 35406	3/4	87179093
47276	777	31550	4225 MIDWAY LN Tuscaloosa AL 35406	3/4	77215061
47277	777	31600	4235 MIDWAY LN Tuscaloosa AL 35406	3/4	87358732
47278	777	31630	4245 MIDWAY LN Tuscaloosa AL 35406	3/4	83205526
47283	777	32050	5241 MIDWAY CIR Tuscaloosa AL 35406	3/4	81451004
47291	777	32450	4120 MIDWAY LN Tuscaloosa AL 35406	3/4	85251772
47303	777	50230	5515 BLUEGRASS PKY Tuscaloosa AL 35406	3/4S	87357504
47333	777	70630	3950 WHIRLAWAY DR Tuscaloosa AL 35406	3/4	87358722
65514	778	3210	9431 CRETE CIR Tuscaloosa AL 35401	3/4S	76636655
66653	778	3260	9425 CRETE CIR Tuscaloosa AL 35406	3/4	78374239
65876	778	6220	9900 LAKE SIDE DR Tuscaloosa AL 35406	3/4	77214964
67874	778	6460	9412 CRETE CIR Tuscaloosa AL 35406	3/4	85251775
66654	778	6960	9460 CRETE CIR Tuscaloosa AL 35406	3/4S	85762961
64165	778	17450	10250 LAKE SIDE DR Tuscaloosa AL 35406	1	73611340
68197	778	18020	1275 DIAMOND POINT CIR Tuscaloosa AL 35405	3/4	84844995
66871	778	18910	1460 SHEA HARBOR DR Tuscaloosa AL 35406	3/4	78100686
47397	779	1780	13889 DEERLICK RD Tuscaloosa AL 35406	3/4S	76070126
47430	779	7060	12153 SELLERS LN Tuscaloosa AL 35406	3/4S	86252376
47464	780	5320	9328 NE HALSEY CIR Tuscaloosa AL 35406	1	65474754
47467	780	5640	9200 NE HALSEY CIR Tuscaloosa AL 35406	1	51511817
47468	780	5650	9200 NE HALSEY CIR Tuscaloosa AL 35406	3/4S	87358179
47473	780	6840	9181 NE ENTERPRISE AVE Tuscaloosa AL 35406	1	65474750
47478	780	7000	9215 NE ENTERPRISE AVE Tuscaloosa AL 35406	1	65474748
65225	780	29210	2918 NE NORMANDY PL Tuscaloosa AL 35406	1	76636950
47551	780	29950	8246 NE ENTERPRISE AVE Tuscaloosa AL 35406	3/4S	86252417
47559	780	32000	8305 NE ANCHOR WAY Tuscaloosa AL 35406	3/4S	84771681
68430	780	36190	7844 BELLE VUE CIR Tuscaloosa AL 35406	3/4	87358785
47585	780	36780	8006 NE MOUNTBATTEN RD Tuscaloosa AL 35406	1	79465983
47593	780	38400	2615 NE BATTLEMENT DR Tuscaloosa AL 35406	1	51511833
47640	780	55750	7234 NE COMMODORE DR Tuscaloosa AL 35406	1	61659457
47647	780	56640	7207 NE COMMODORE DR Tuscaloosa AL 35406	1	87058275
47655	780	59060	3101 NE STARBOARD PL Tuscaloosa AL 35406	3/4S	77761735
47713	780	69580	7629 NE RIVER RIDGE RD Tuscaloosa AL 35406	3/4	87666479
47731	780	74600	7718 NE RIVER RIDGE 10 Tuscaloosa AL 35406	3/4S	87357188
47741	780	76400	7700 NE RIVER RIDGE 1 Tuscaloosa AL 35406	3/4S	87357187
47742	780	78400	7701 NE RIVER RIDGE Tuscaloosa AL 35406	1	76306286
47745	780	79000	7837 NE COMMODORE DR Tuscaloosa AL 35406	1	68657811
47752	780	79590	3600 HARBOR RIDGE WAY Tuscaloosa AL 35406	1	87355866
47755	780	80900	3330 HARBOR RIDGE WAY Tuscaloosa AL 35406	3/4S	61658058
47756	780	80920	3330 HARBOR RIDGE WAY Tuscaloosa AL 35406	1	79866467
47764	780	81600	6801 CUTTER CT Tuscaloosa AL 35406	3/4S	82286754
47765	780	81610	6801 CUTTER CT Tuscaloosa AL 35406	3/4S	75773854
47769	780	81750	6831 CUTTER CT Tuscaloosa AL 35406	3/4	85251571
47789	780	82550	6813 KILLICK PL Tuscaloosa AL 35406	3/4	84749717
47801	780	83360	2721 REGATTA WAY Tuscaloosa AL 35406	3/4\$	83205770

47802	780	83370	2721 REGATTA WAY Tuscaloosa AL 35406	1	87355878
47804	780	83410	2731 REGATTA WAY Tuscaloosa AL 35406	1	76636999
47807	780	83490	2751 REGATTA WAY Tuscaloosa AL 35406	1	55825065
47809	780	83550	2771 REGATTA WAY Tuscaloosa AL 35406	3/4S	87358168
47811	780	83650	2801 REGATTA WAY Tuscaloosa AL 35406	3/4S	24411323
47843	780	85420	37 SIGNAL HILL CIR Tuscaloosa AL 35406	3/4S	81936085
47855	780	85970	24 SIGNAL HILL CIR Tuscaloosa AL 35406	3/4	85251570
47866	780	86270	28 SIGNAL HILL CIR Tuscaloosa AL 35406	1	82286645
47882	780	86750	5 SIGNAL HILL CIR Tuscaloosa AL 35406	1	83097247
47912	790	10540	20 THORNBURY Tuscaloosa AL 35406	3/4	78100491
47914	790	10570	18 THORNBURY Tuscaloosa AL 35406	3/4	81936068
47936	790	11620	4018 HANOVER CT Tuscaloosa AL 35406	3/4S	38855690
47941	790	11750	1904 BRANDONWOOD RD Tuscaloosa AL 35406	1	87356103
48003	790	28850	2226 BRANDON PKY Tuscaloosa AL 35406	3/4S	23345578
48006	790	28950	2212 BRANDON PKY Tuscaloosa AL 35406	3/4S	78374324
48036	790	47800	4715 NE RICE MINE RD Tuscaloosa AL 35406	3/4S	34496148
48043	790	48340	4810 NE RICE MINE RD Tuscaloosa AL 35406	3/4	62090358
48044	790	48360	4810 NE RICE MINE RD C Tuscaloosa AL 35406	3/4S	61657497
48062	790	48910	4851 NE RICE MINE RD 420 Tuscaloosa AL 35406	3/4	86809303
69216	790	65710	1558 HODGE CIR Tuscaloosa AL 35406	1	83422485
48092	790	65800	1538 HODGE CIR Tuscaloosa AL 35406	3/4	85228679
48114	790	66630	1540 EDWARD CIR Tuscaloosa AL 35406	3/4S	74819495
48130	790	80150	1531 LESLEY DR Tuscaloosa AL 35406	3/4S	82286605
48135	790	80600	1548 LESLEY DR Tuscaloosa AL 35406	3/4S	80013779
48146	790	84500	1583 POINT CLEAR RD Tuscaloosa AL 35406	3/4	87179088
48154	790	85300	1900 POINT CLEAR RD Tuscaloosa AL 35406	3/4	64906032
67423	790	86100	1437 WATERFALL PKWY Tuscaloosa AL 35406	1	79866481
67474	790	86120	1443 WATERFALL PKWY Tuscaloosa AL 35406	1	85249031
68026	790	86140	1449 WATERFALL PKWY Tuscaloosa AL 35406	- 1	84845082
67404	790	86520	1639 SUNRISE POINTE WAY Tuscaloosa AL 35406	3/4	81936092
69161	790	86825	1603 WATERFALL PKWY Tuscaloosa AL 35406	1	83896731
68367	790	86880	1621 WATERFALL PKWY Tuscaloosa AL 35406	1	83097271
68368	790	86900	1623 WATERFALL PKWY Tuscaloosa AL 35406	- 1	83097298
68378	790	86920	1631 WATERFALL PKWY Tuscaloosa AL 35406	1	83097297
68377	790	86940	1633 WATERFALL PKWY Tuscaloosa AL 35406	1	83097214
69196	790	87080	1644 WATERFALL PKWY Tuscaloosa AL 35406	1	84749718
67915	790	87160	1624 WATERFALL PKWY Tuscaloosa AL 35406	1	84845086
67606	790	87170	1624 WATERFALL PKWY Tuscaloosa AL 35406	1	85249025
66497	790	87220	1612 WATERFALL PKWY Tuscaloosa AL 35406	3/4S	83097235
67628	790	87240	1604 WATERFALL PKWY Tuscaloosa AL 35406	1	85455426
68329	790	87640	1540 WATERFALL PKWY Tuscaloosa AL 35406	1	83422518
69831	790	87790	1570 SUNRISE POINTE WAY Tuscaloosa AL 35406	1	85455459
67324	790	87870	1511 SUNRISE POINTE WAY Tuscaloosa AL 35406	- 1	85249026
67446	790	88100	6401 GLEN COVE PL Tuscaloosa AL 35406	1	85249030
68365	790	88140	6425 GLEN COVE PL Tuscaloosa AL 35406	1	83097270
68364	790	88145	6425 GLEN COVE PL Tuscaloosa AL 35406	3/4	85251823
67632	790	88220	6462 GLEN COVE PL Tuscaloosa AL 35406	3/4	81450583
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66798	790	88240	6450 GLEN COVE PL Tuscaloosa AL 35406	3/4	78602170
66799	790	88245	6450 GLEN COVE PL Tuscaloosa AL 35406	1	79465979
66718	790	88400	6301 WOODLANDS TRAIL PL Tuscaloosa AL 35406	3/4	78374575
48162	791	5320	5900 GREYSTONE CT Tuscaloosa AL 35406	3/4S	75578357
48182	791	5790	1600 GREYSTONE DR Tuscaloosa AL 35406	3/4S	87357360
48202	791	6330	1460 GREYSTONE DR Tuscaloosa AL 35406	1	83422529
48206	791	6450	1430 GREYSTONE DR Tuscaloosa AL 35406	3/4	85251637
48211	791	6520	1410 GREYSTONE DR Tuscaloosa AL 35406	3/45	87357302
48219	791	6740	1401 GREYSTONE DR Tuscaloosa AL 35406	3/4	85251636
70837	791	7270	6040 GREY CIR Tuscaloosa AL 35406	1	88587755
48324	791	9440	6034 GREYSTONE CT Tuscaloosa AL 35406	3/4S	82286797
64334	791	28050	6810 JADE PT Tuscaloosa AL 35406	3/4S	76069964
48357	791	28540	6701 JADE POINTE Tuscaloosa AL 35406	1	87355853
48419	791	33600	6731 ELAINA LN Tuscaloosa AL 35406	3/4S	87357356
48435	791	34370	6605 WATERFRONT DR Tuscaloosa AL 35406	1	83097226
69968	791	34430	6627 WATERFRONT DR Tuscaloosa AL 35406	1	83896726
48463	791	50570	1124 CROWN POINTE BLVD Tuscaloosa AL 35406	1	78929513
48464	791	51150	1037 NEWPORT DR Tuscaloosa AL 35406	3/4	86486052
48480	791	94490	1424 NEWPORT DR Tuscaloosa AL 35406	3/4S	8855493
48482	791	94510	1424 NEWPORT DR Tuscaloosa AL 35406	1	58993351
66390	792	1050	1028 SHADY TREE LN Tuscaloosa AL 35406	3/4	78374335
64993	792	9660	702 CAMBRIDGE LN Tuscaloosa AL 35406	3/4	88734996
68351	792	10750	5640 ALEXANDER AVE Tuscaloosa AL 35406	3/4	84844874
65511	792	10850	5447 ALEXANDER AVE Tuscaloosa AL 35406	3/4	87358772
66676	792	11540	5331 PARK AVE Tuscaloosa AL 35406	1	78929501
66677	792	11550	5331 PARK AVE Tuscaloosa AL 35406	1	78929510
66705	792	11750	5355 PARK AVE Tuscaloosa AL 35406	3/4	78602247
67898	792	11800	5361 PARK AVE Tuscaloosa AL 35406	1	84845101
65229	792	14448	560 FOUNDERS PARK Tuscaloosa AL 35406	1	75773856
66130	792	14800	5429 ALEXANDER LN Tuscaloosa AL 35406	3/4	77499017
66712	792	14800	5441 ALEXANDER AVE Tuscaloosa AL 35406	3/4	78100687
66641	792	14965	5465 ALEXANDER AVE Tuscaloosa AL 35406	1	78929532
66634	792	15000	5471 ALEXANDER AVE Tuscaloosa AL 35406	3/4	78100500
64660	792	15450	5476 PARK AVE Tuscaloosa AL 35406	3/4S	78100413
65966	792	18250	5370 ANNA LN Tuscaloosa AL 35406	3/4	86809449
66253	792	18410	5356 ANNA LN Tuscaloosa AL 35406	1	78929559
65979	792	18800	5336 ANNA LN Tuscaloosa AL 35406	3/4	77761370
65587	792	18810	5336 ANNA LN Tuscaloosa AL 35405	1	77761723
65330	792	20850	701 COURTNEY ANNA PL Tuscaloosa AL 35406	3/45	76636599
65325	792	20950	713 COURTNEYANNA PL Tuscaloosa AL 35406	3/4\$	76636571
66341	792	21650	5394 COURTNEY AVE Tuscaloosa AL 35406	3/4	78100318
67891	792	21700	5392 COURTNEY AVE Tuscaloosa AL 35406	3/4	85251812
66672	792	21800	5388 COURTNEY AVE Tuscaloosa AL 35406	3/4	78602252
65590	792	22100	5362 COURTNEY AVE Tuscaloosa AL 35406	3/4S	75556549
65222	792	22200	5348 COURTNEY AVE Tuscaloosa AL 35406	3/4S	75636697
66684	792	22690	5349 COURTNEY AVE Tuscaloosa AL 35406	1	78929546
68355	792	23450	5397 COURTNEY AVE Tuscaloosa AL 35406	1	83097213

65359	792	24100	5378 SAVANNAH AVE Tuscaloosa AL 35406	3/4S	76636652
65825	792	24350	5358 SAVANNAH AVE Tuscaloosa AL 35406	3/4	78100585
66774	792	28050	900 FOUNDERS ST Tuscaloosa AL 35406	1	79465982
68319	792	29000	905 THE TOWNES Tuscaloosa AL 35406	3/4	81451033
68320	792	29010	905 THE TOWNES Tuscaloosa AL 35406	1	83097209
48512	798	10000	12969 MARTIN ROAD SPUR Tuscaloosa AL 35473	3/4S	87356633
48566	799	14700	13097 SHARPES LAKE RD Tuscaloosa AL 35476	3/4	87357267
48574	799	18300	13541 SHARPES LAKE RD Tuscaloosa AL 35476	1	84749792
48576	799	18500	13671 SHARPES LAKE RD Tuscaloosa AL 35476	3/4	70911652
48595	799	21800	13465 NORTH RIVER FARM DR Tuscaloosa AL 35475	3/4S	83205709
48604	799	48800	13220 SHARPES LAKE RD Tuscaloosa AL 35473	3/4S	83421618
48614	799	55700	12952 SHARPES LAKE RD Tuscaloosa AL 35476	3/4S	87357270
48616	799	56100	12878 SHARPES LAKE RD Tuscaloosa AL 35476	3/4S	85251638
48623	799	62500	12743 COUNTRY LN Tuscaloosa AL 35476	3/4	85251639
48630	799	63350	12740 COUNTRY LN Tuscaloosa AL 35476	3/4S	81935833
48637	799	65600	6042 WATERMELON RD Tuscaloosa AL 35473	3/4	81935962
65679	799	66000	5970 WATERMELON RD Tuscaloosa AL 35476	3/4	75578143
48654	799	81000	6301 WATERMELON RD Tuscaloosa AL 35476	3/4S	84753938
49538	820	56870	1600 E 15 ST D302 Tuscaloosa AL 35404	3/4S	43064608
49565	820	57730	1600 E 15 ST A104 Tuscaloosa AL 35405	3/4S	57949264
49567	820	57790	1600 E 15 ST A204 Tuscaloosa AL 35404	3/4S	20897450
49637	825	3940	1514 E 16 ST B Tuscaloosa AL 35401	3/4S	87355056
49750	825	44590	1823 E 17 AVE Tuscaloosa AL 35405	3/4S	61658103
49769	825	53900	1832 E 18 AVE Tuscaloosa AL 35405	3/45	70284333
49795	825	63750	1614 E 18 AVE Tuscaloosa AL 35405	3/4S	41116776
49888	825	84400	2064 CRIBBS MILL LN Tuscaloosa AL 35404	3/4	62090374
49913	825	85650	2026 CRIBBS MILL CIR Tuscaloosa AL 35404	3/4S	65560729
49929	825	91100	2240 CROSS CREEK DR Tuscaloosa AL 35404	3/4	64906059
57958	830	50930	2301 VETERANS MEMORIAL PKWY 223 Tuscaloosa AL 35404	3/4S	66428097
58222	830	51810	2301 VETERANS MEMORIAL PKWY Tuscaloosa AL 35401	3/4	66414500
50300	830	60580	2515 E 15 ST 324 Tuscaloosa AL 35404	3/4S	41116943
50330	830	64800	2000 E 25 WAY Tuscaloosa AL 35404	3/4S	64961
50539	840	980	2602 CLAYBROOK DR C4 Tuscaloosa AL 35404	3/4S	96551
50540	840	1470	2602 CLAYBROOK DR C5 Tuscaloosa AL 35404	3/4S	66428342
51977	880	16200	2411 LOOP RD B Tuscaloosa AL 35405	3/4S	18825469
52171	885	2240	3336 WILLOW RIDGE DR Tuscaloosa AL 35405	3/4S	81136080
52568	886	20120	1625 E HARGROVE RD 103 Tuscaloosa AL 35405	3/4S	61657614
52672	886	24720	1625 E HARGROVE RD 1103 Tuscaloosa AL 35405	3/4S	61657587
52676	886	24800	1625 E HARGROVE RD 1106 Tuscaloosa AL 35405	3/45	61658152
52853	890	53480	1002 E 42 CT Tuscaloosa AL 35404	3/4S	70283971
53475	915	7500	18 BROOK MEADOWS CIR Tuscaloosa AL 35406	3/45	67691885
54904	945	46550	2130 E 5 ST Tuscaloosa AL 35404	3/4S	65103275
55156	955	37240	129 E 20 AVE Tuscaloosa AL 35404	3/45	86252499
55336	960	25040	322 E SHORT 24 AVE Tuscaloosa AL 35404	3/45	88991166
55636	965	49590	135 E 29 AVE Tuscaloosa AL 35404	3/45	88991052
70147	980	18160	500 E 30 AVE Tuscaloosa AL 35404	3/4	85122655
56284	980	69000	3308 NE GREEN GROVE DR Tuscaloosa AL 35404	3/45	76389
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