

CITY OF TUSCALOOSA



CEDAR CREST DRAINAGE STRUCTURE PROJECT

CITY PROJECT No. A13-0580

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS

MAYOR

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CITY COUNCIL

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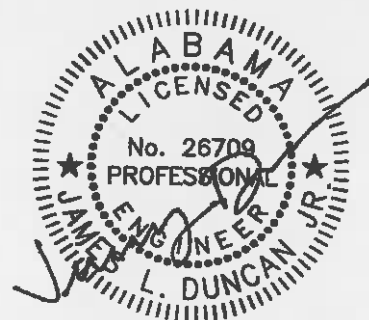
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DECEMBER 2014



CITY OF TUSCALOOSA, ALABAMA
PUBLIC WORKS CONTRACT DOCUMENTS

WALTER MADDOX, MAYOR

CITY COUNCIL OF TUSCALOOSA

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Glenda Webb, City Attorney

PROJECT: Cedar Crest Drainage Structure Project

PROJECT NUMBER: A13-0580

**FOR: Office of the City Engineer
(CITY DEPARTMENT)**

(2014)

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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
(2014)

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 8th day of January, 2015, until 2:00, p.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.

1. The Project:

A. The Project shall be known as Cedar Crest Drainage Structure Project (City Project No. A13-0580) and the general character of said public works project shall consist of the following:

Drainage improvements and alley construction.

B. The approximate quantities of said Project are as follows: 640 l.f. double 8' x 4' concrete box culvert, 80 l.f. 6' x 4' concrete box culvert, junction boxes, inlets, 800 l.f. of alley, 60 l.f. of 60" diameter steel storm drain (dry jack & bore), 30 l.f. 12" D.I. CL 350 watermain (relocation) and appurtenances

C. Special instructions are as follows: See Special Conditions Section 20000 of the Technical Specifications.

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

E. Time of Construction: From the date stated in the Notice to Proceed, the Project time of construction is ninety (90) consecutive calendar days.

2. Plans and Specifications:

Plans and specifications and all related Contract Documents are open for public inspection at the office McGiffert and Associates, LLC, located at Tuscaloosa, Alabama, and plans, specifications and other elements of the contract documents may be obtained from the office of the Engineer/Architect McGiffert and Associates, LLC, designated as the office of the awarding authority for this purpose, located at 2814 Stillman Boulevard, Tuscaloosa, Alabama. The contact person for the project is Jimmy Duncan, PE/PLS. They can be reached at (205) 759-1521.

A. Plans, specifications and Contract Documents may be obtained at the above location upon the deposit of \$ 150.00, which amount does not exceed twice the cost of printing,

reproduction, handling and distribution of each set of such documents. Deposits by prime Contractor bidders are refundable in full upon return of all documents in reusable condition within ten (10) days of bid opening. Additional sets of bid documents for prime Contractor bidders, subcontractors, vendors or dealers may be obtained upon payment of the same deposit. Such deposits will be refunded, less the cost of printing, reproduction, handling and distribution, if all the documents are returned in reusable condition within ten (10) days of bid opening.

- B. All eligible refunds of deposits for plans and specifications will be made by the City within twenty (20) days of bid opening.

3. Qualification of Bidders:

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

4. Construction Manager:

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

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

6. Sales and Use Tax Savings: 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 X IS NOT _____ required for this Project. All Bidders will be required to attend a mandatory pre-bid conference to be held in the Council Chambers at Tuscaloosa City Hall, City of Tuscaloosa, AL 35401, at 10:00 A.M. local time on December 30, 2014. **It shall be mandatory that all bidders submitting a bid attend the Pre-Bid Conference.** If the BIDDER fails to have a company employee present at the mandatory pre-bid conference, bidder shall return contract documents, specifications, and construction plans immediately to the ENGINEER. Failure to have a representative present will disqualify the BIDDER from having a bid considered and will be considered a non-responsive bidder. A tour of the project area to familiarize the contractor with the general location of the project will be given following the pre-bid conference. This will be a "windshield" survey only and will not include actually "walking" any portion of the project. The tour of the project area WILL NOT be mandatory. Any questions concerning the pre-bid conference shall be directed to Jimmy Duncan, PE/PLS, (205) 759-1521.

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

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

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

**CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION TWO
INSTRUCTION TO BIDDERS
(2014)**

NOTE: 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.
2. **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 meet 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.

"Force Account Work" 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.

"Trade Contracts" "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.

"Unbalanced Bid" 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:
 - 1) **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.
 - 2) **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.
 - 3) 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 of 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 MUST 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's consultant, the Birmingham Construction Industry Authority (BCIA), which was hired by the City to assist in administration of the program.

BCIA contact information is as follows:

Vaneatria K. McKinnon, Contract Administrator, vmckinnon@bcia1.org,
David Merrida, Associate Director, dmerrida@bcia1.org
www.bcia1.org / Telephone: 205-324-6202 / FAX: 205-324-6210

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

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

CITY OF TUSCALOOSA PUBLIC WORKS
SECTION THREE

PROPOSAL (BID)

(2014)

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

To: City of Tuscaloosa
Address: Council Chambers in City Hall
2201 University Boulevard Tuscaloosa, AL 35401
Project Title: Cedar Crest Drainage Structure Project
Project No.: A13-0580
Trade: The trade portion of the work for which this Proposal is submitted is:
N/A (if applicable)
Trade Package No.: N/A

BIDDER: The name of the Bidder submitting this Proposal is REV CONST. INC. doing business
at 2201 11th ST, TUSCALOOSA AL 35401
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Licensed, Class MU, Alabama General Contractor No.: 40131 (Attach Copy)

Alabama General Contractor Specialty MUNICIPAL AND UTILITY

Alabama General Contractor License Major Categories:

(1) MUNICIPAL (2) UTILITY

Bidder's contact person for additional information on this Proposal:

Name: GRADY ROGH Telephone: 349-1860

ADDENDA: The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, _____ (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: N/A Dollars and N/A cents (\$ N/A). (Amount written in words has precedence)

ALTERNATES: Attach additional sheets for additive or deductive alternates, if in contract documents.

UNIT PRICES: 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)

	<u>Material</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>TOTAL</u>
1.	<u>See Sheets 15A & 15B</u>			
2.				
3.				
			TOTAL BASE BID	\$ <u>1,149,293.00</u>

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: \$ 45,000.00
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 BUILT DRAWINGS: The Bidder's Proposal contains \$ N/A for "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 prebid investigations.



CITY OF TUSCALOOSA Cedar Crest Drainage Structure Project

City Project No. A13-0580

UNIT PRICE SCHEDULE

Revised 1-2-2015

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
GENERAL MISCELLANEOUS					
100	1	each	Project Sign	1,000.00	1,000.00
101	1	l.s.	Clearing, Grubbing and Demolition	8,000.00	8,000.00
102	1	l.s.	Traffic Control	2,500.00	2,500.00
103	80	l.f.	Chain Link Fence	23.00	1,840.00
EROSION CONTROL					
200	1	l.s.	Erosion Control Maintenance	3,300.00	3,300.00
201	20	tons	Temporary Riprap Check Dam	25.00	500.00
202	1,000	l.f.	Silt Fence, Type "A"	2.30	2,300.00
203	24	each	Inlet Protection (Various Size Structures, All Stages)	420.00	10,080.00
204	2	each	Construction Exit Pad	750.00	1,500.00
205	200	s.y.	North American Green C125 Slope Stabilization Fabric or Engineer Approved Equivalent (Placed at the Direction of the Engineer)	3.00	600.00
206	1	l.s.	ADEM NPDES Notice of Registration Permit Fee Allowance	1,155.00	1,155.00
207	1	l.s.	Removal of BMP's	2,500.00	2,500.00
208	300	s.y.	Solid Sod - Tifway Bermuda (Placed at Direction of the Engineer)	8.00	2,400.00
209	2	acre	Temporary Grassing	1,400.00	2,800.00
210	1	acre	Permanent Grassing	1,600.00	1,600.00
STORM DRAINAGE CONSTRUCTION - BOX CULVERT					
300	640	l.f.	Double 8' x 4' Concrete Box Culvert Complete per Detail (Poured-in-Place or Precast per Special Conditions)	880.00	563,200.00
301	90	l.f.	6' x 4' Precast Concrete Box Culvert	370.00	33,300.00
302	40	l.f.	18" RCP, Class 3	35.00	1,400.00
303	32	l.f.	24" RCP, Class 3	43.00	1,376.00
304	16	l.f.	42" RCP, Class 3	87.00	1,392.00
305	1	each	Special Junction Box (Drainage Structure No. 2)	52,000.00	52,000.00
306	1	each	Special Junction Box (Drainage Structure No. 12)	68,000.00	68,000.00
307	2	each	ALDOT Type "S" Inlet, Single Wing	3,800.00	7,600.00
308	2	each	ALDOT Type "S" Inlet, Single Wing with Rear Inlet & Water Quality Snout/Sump	5,200.00	10,400.00
309	1	each	Catch Basin Curb Inlet Box with Water Quality Snout/Sump (EJIW Type M2 Grate w/ T1 Back or Engineer Approved Equal)	3,500.00	3,500.00
310	1	each	Convert Existing Type "S" Inlet to Grate Inlet	3,700.00	3,700.00
311	3	each	Concrete Slope Paved Headwalls (18" RCP)	750.00	2,250.00

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
312	1,000	c.y.i.p.	ALDOT Sec. 801 No. 57 Crushed Aggregate Bedding and Partial Side Backfill for Concrete Culvert	30.00	30,000.00
313	1	l.s.	Filter Fabric, Terratex No. 4 or Engineer Approved Equivalent	10,000.00	10,000.00
314	600	c.y.i.p.	Trench Foundation ALDOT Sec. 801 No. 2 Crushed Aggregate (To Be Used Only at Engineers Direction)	30.00	18,000.00
315	60	l.f.	60" Diameter Steel Storm Drain, Simultaneous Jack & Bore Installation	1,200.00	72,000.00
316	1	each	Subsurface Crossing Setup for Road Crossing	500.00	500.00
317	150	s.y.	Concrete Slope Paving (Flume Modifications & Headwall Tie-In Downstream of Hillard Drive)	70.00	10,500.00
HILLARD DRIVE WATERMAIN RELOCATION					
400	50	l.f.	12" Diameter Watermain Relocation (Includes Fittings, Valves & Appurtenances)	495.00	24,750.00
401	120	s.y.	Pavement Patch	75.00	9,000.00
ALLEY CONSTRUCTION					
500	700	c.y.i.p.	Topsoil Stripping & Off-Site Disposal	15.00	10,500.00
501	400	s.y.	Topsoil Replacement from Off-Site (Min. 6" Thickness)	15.00	6,000.00
502	1	l.s.	Unclassified Excavation	8,000.00	8,000.00
503	200	c.y.i.p.	Excavation & Off-Site Disposal of Unsuitable Material	15.00	3,000.00
504	1,000	c.y.i.p.	Off-Site Borrow Material and Placement (AASHTO Classified "A-4" Material or Better)	15.00	15,000.00
505	1,100	l.f.	24" Curb and Gutter Combination	28.00	30,800.00
506	500	l.f.	48" Valley Gutter	48.00	24,000.00
507	1,500	c.y.i.p.	Crushed Aggregate Base, ALDOT #825 Type "B", (Thickness Varies from Top of Culvert)	30.00	45,000.00
508	1,700	s.y.	Prime Coat (ALDOT Sec. 401)	1.00	1,700.00
509	1,700	s.y.	Improved Bituminous Concrete Binder Layer ALDOT 424, 3/4" Maximum Aggregate Size Mix, (2" Compacted Thickness)	11.00	18,700.00
510	1,700	s.y.	Improved Bituminous Concrete Wearing Surface ALDOT 424, 1/2" Maximum Aggregate Size Mix, including Tack Coat, (1" Compacted Thickness)	6.50	11,050.00
511	40	s.y.	Concrete Paving (Includes Crushed Aggregate Base)	120.00	4,800.00
512	1	l.s.	Roadway/Parking Striping and Signage	5,800.00	5,800.00
TOTAL BID				1,149,293.00	

Respectfully Submitted:

Bidder: REV CONST. INC.

Date: 1/8/15

Signature: [Signature]

By: GRADY PUGH

Address: 2201 11th ST.

Title: PRESIDENT

TUSCALOOSA, AL 35401

AL Contractor's License No.: 40131

Phone: 205-349-1860

FAX: 205-349-1862

E-Mail: grady.pugh@yahoo.com

(SEAL - If bid is by
a Corporation)

Attest: [Signature]

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.

1. SEE ATTACHED

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

2.

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

3.

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

PERFORMANCE OF WORK BY CONTRACTOR: The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

SUBCONTRACTORS: Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work 60" BORE

Name SLOAN UTILITY CONTRACTING, INC.

Street 6949 TURNER MTN RD. HOKES BLUFF AL 35903

City State Zip

Description of Work PAVING

Name MALLOY BURKHARTER PAVING

Street 4270 McFARLAND BLVD. NORTHPORT AL 35476

City State Zip

Description of Work _____

Name _____

Street _____

City State Zip

Description of Work _____

Name _____

Street _____ City _____ State _____ Zip _____

SURETY: If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

HUDSON INSURANCE CO. whose address is
300 FIRST STAMFORD PL. STAMFORD CT 06902
Street City State Zip

Single Job Bond Limit 4m Aggregate Job Bond Limit 7m

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 8th day of JANUARY, 2015.

REV CONST. INC
Name of Corporation

(seal)

By [Signature]

GRADY PUGH PRESIDENT
Title

Attest [Signature]
Secretary

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.

Attached hereto is a (Bid Bond) or (Check) for the sum of 5% of Amount
BID NTE \$10000.00 according
to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 8th day of JANUARY, 20 15.

BY: [Signature]
GRADY PUBA PRESIDENT
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.

[END OF BID PROPOSAL—OFFICE OF THE CITY ATTORNEY]

Resume of Work

2014 Works In Progress

Woodlawn Phase II

Description: Installation of new water line and new services.

Owner: Birmingham Water Works Board

Contact: Jay Trimm

Contract Amount: \$747,425.00

Contract Time: 160 Days

Percentage Complete: 2%

Town of Hackleburg Wastewater Treatment Plant Facility

Description: Construction of above ground treatment plant.

Owner: Town of Hackleburg

Contact: Whitey Cochran (Mayor)

Engineer: Heath Reed

Contract Amount: \$1,065,000

Contract Time: 150

Percentage Complete: 99%

Gas Line Extension Pontotoc MS

Description: Construction of gas pipeline for new services.

Owner: Town of Pontotoc

Contact: Mayor Jeff Stafford

Engineer: Engineering Solutions

Contract Amount: \$324,875

Contract Time:

Percentage Complete: 80%

4th & 5th Street Sanitary Sewer & Drainage Improvements

Description: Sanitary Sewer line replacement

Owner: City of Fayette

Contact: Joiner Pugh

Engineer: Heath Reed

Contract Amount: \$1,169,272

Contract Time: 6 Months

Percentage Complete: 95%

2014 Sanitary Sewer Rehab & Repair Project

Description: Manhole and sewer rehabilitation work throughout the City of Tuscaloosa

Owner: City of Tuscaloosa

2122 6th Street

Tuscaloosa, AL 35401

Contact: Jarrod Milligan – (205) 248.5912

Engineer: City of Tuscaloosa Water & Sewer Department

Contract Amount: \$756,110

Contract Time: Annual

Percent Complete: 90%

2013 Work

2013 Sanitary Sewer Rehab & Repair Project

Description: Manhole and sewer rehabilitation work throughout the City of Tuscaloosa

Owner: City of Tuscaloosa

2122 6th Street

Tuscaloosa, AL 35401

Contact: Jarrod Milligan – (205)248.5912

Engineer: City of Tuscaloosa Water & Sewer Department

Contract Amount: \$756,110

Contract Time: Annual

Percent Complete: 100%

Wylam, Phase I

Owner: Birmingham Water Works Board

3600 First Avenue North

Birmingham, AL 35283

Contact: Jay Trimm – (205)244.4260

Contract Amount: \$1,077,002.00

Contract Time: 365 days

Percent Complete: 99%

University Blvd. Pedestrian Lighting, Landscaping, and Bike Lane

Description: Excavation, concrete sidewalk, erosion control, traffic control, light poles & concrete pole bases, landscaping & irrigation

Owner: University of Alabama Construction Administration

1205 14th Street

Tuscaloosa, AL 35401

Contact: Richard Powell – (205)348.1392

Engineer: McGiffert and Associates, LLC

Jason Coker

(205)759.1521

Contract Amount: \$800,000.00

Percent Complete: 100%

Scheduled Completion: August 2013

2012 Resurfacing Project

Description: Installing new water lines, repairing existing lines, tie-ins, meter boxes

Owner: City of Tuscaloosa

1000 28th Avenue

Tuscaloosa, AL 35401

Contact: Ronnie Pugh – (205)248.5311

Engineer: Office of the City Engineer

Contract Amount: \$150,000.00

Contract Time: Annual

Percent Complete: 100%

Scheduled Completion: December 2013

Walter Energy Black Warrior Basin

Pipelines, compressor stations, road work, location maintenance, and roustabout work.

Owner: Walter Energy

Tuscaloosa County, AL

Contact: Bob Singleton – (205)759.1161

Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually

Percent Complete: 100%

Scheduled Completion: Annual Contract

2012 Work

Sanitary Sewer Pipeline Rehabilitation

Description: Point repairs, line replacement, and manhole rehab

Owner: City of Linden

211 North Main Street

Linden, AL 36748

Engineer: Goodwyn, Mills, & Cawood

2660 EastChase Lane, Ste 200

Montgomery, AL 36117
Contact: DeAnn S. Grantham -- (334)271.3200
Date of Completion: December 2012
Subcontract Amount: \$73,300.00
Percent with Own Forces: 100%

Trunk Sewer Rehab & Hale Street Sewer Relocation

Description: Point Repairs, line replacement, and manhole rehab
Owner: City of Greensboro
1101 Main Street
Greensboro, AL 36744
Engineer: Goodwyn, Mills & Cawood
2660 EastChase Lane, Ste 200
Montgomery, AL 36117
Contact: Jeremy Lewis -- (334)271.3200
Date of Completion: February 2013
Contract Amount: \$280,000.00
Percent with Own Forces: 90%

Spray Field, Lagoon, & Site Work

Description: Sprayfield, pump stations, force mains, lagoon, earth work, and plant construction
Owner: City of Guin
7500 US 43
Guin, AL 35563
Engineer: Goodwyn Mills and Cawood
44750 Highway 17
Vernon, AL 35592
Contact: Heath Reed -- (205)695.9137
Date of Completion: January 2013
Contract Amount: \$719,900.00
Percent with Own Forces: 65%

Birmingham Water Works Board -- Standard Paving North Birmingham Project

Engineer: Jay Trimm
Contract Amount: \$185,000
Completion Date: August 2012

Vantage Energy -- Well Plug & Abandon

Engineer: John Moran
Contract Amount: \$65,000

Date of Completion: October 2012

SAGA Petroleum – Location Piping

Engineer: Doug Bonner

Contract Amount: \$270,000

Date of Completion: June 2012

Walter Energy Black Warrior Basin

Tuscaloosa County, AL

Pipelines, compressor stations, road work, locations, maintenance, and roustabout work.

Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually

Completion Date: Annual Contract

Contact: Bob Singleton – (205) 759-1161

2011 Work

Tuscaloosa Housing Authority – Redevelopment of Rosedale Courts Phase I

Engineer/Architect: Owner

Jeff Sullivan

Contract Amount: \$190,000

Date of Completion: September 2011

Disaster Debris Cleanup

Engineer/Architect: Phillips & Jordan

Contract Amount: \$334,044

Date of Completion: October 2011

Walter Energy Black Warrior Basin

Tuscaloosa County, AL

Pipelines, compressor stations, road work, locations, maintenance, and roustabout work.

Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually

Completion Date: Annual Contract

Contact: Bob Singleton – (205) 759-1161

2009 & 2010 Work

Walter Energy Black Warrior Basin

Tuscaloosa County, AL

Pipelines, compressor stations, road work, locations, maintenance, and roustabout work.

Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually

Completion Date: Annual Contract

Contact: Bob Singleton – (205) 759-1161

2008 Work

City of Tuscaloosa – Bama Concrete Drainage Project Phase II
Installed over 640 feet of 12'x5' drainage culvert in Tuscaloosa, AL
Engineer: CMF Group, LLC
Jeremy Pike
Contract Amount: \$700,000

City of Cullman – Lake George Rehabilitation Project Phase I & II
Stopped leak in intake structure and fixed dam around lake
Engineer: Goodwyn Mills and Cawood
Bart Taft
Contract Amount: \$270,400

Town of Wilsonville - Water Distribution Main
Installed 21,300 feet of 8" DIP including 450 feet of 16" road bores and 600 feet of 8" DIP creek crossing
Engineer: The Cassady Company
Brian Green or Calvin Cassady

Walter Energy Black Warrior Basin
Tuscaloosa County, AL
Pipelines, compressor stations, road work, locations, maintenance, and roustabout work.
Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually
Completion Date: Annual Contract
Contact: Bob Singleton – (205) 759-1161

2007 Work

Braelin Village Subdivision – Phase II
Old Marion Development – Tuscaloosa County
Installed over 750 feet of reinforced concrete pipe in sizes ranging from 18-42"
Installed over 2,000 feet of gravity sewer in sizes ranging from 4-8"
Engineer: Ron Henderson

Beacon Hill Subdivision – Sanitary Sewer
Installed 200 feet of 8" PVC sanitary sewer
Engineer: Herndon, Hicks and Associates
Bobby Herndon

Faith Estates Subdivision – Water Line
Fosters/Ralph Water Authority
Installed water mains, fire hydrants and tapped 6" water main

Installed over 1,500' of water line
Engineer: Ron Henderson
Inspector: Darrell Hopson
McGiffert & Associates

Hidden Forest Subdivision

Carroll's Creek Water Authority
Installed water mains, fire hydrants and tapped 8" water main
Installed over 800' of water line
Engineer: Ron Henderson
Jeff Devers- Inspector
McGiffert & Associates

Walter Energy Black Warrior Basin

Tuscaloosa County, AL
Pipelines, compressor stations, road work, locations, maintenance, and roustabout work.
Contract Amount: Ranges from \$2,000,000 to \$3,000,000 annually
Completion Date: Annual Contract
Contact: Bob Singleton - (205) 759-1161

**The Construction Superintendant will be Grady Pugh.
He has supervised all of the above projects.**

Key Personnel and Descriptions of Experience

Grady Pugh, Jr. (President)

- Over 30+ years of construction experience ranging from foreman in the field to executive management. Responsible for day to day management and overall company strategy. Grady has managed \$5-10 Million dollar sewer and water construction projects, as well as water/sewer plant jobs. He has been responsible for the installation of various sewer pipelines varying in diameter and ranging from 4"-120". His work experience ranges across the states of Alabama, Mississippi, Tennessee, Georgia, Florida, Louisiana, and North Carolina.

Roland Pugh III (Vice President)

- Over 3+ years experience with point repairs, line replacement, and new sewer line installation. Also experienced with sewer plant work, lagoons, and spray fields. Pump station construction, paving, and gas line construction. Experienced in grading and road building as well.

Mike Sexton (Foreman)

- Over 25+ years of experience with main line replacement "4'-60", and point repairs, "8'-60". Experienced in water and waste water plant construction, as well as pump station construction.

Scott Morrison (Project Manager)

- Over 20+ years experience with main line replacement and rehab as well as point repairs and miscellaneous plant work. Experienced in water and waste water plant construction, as well as pump station construction.

STATE OF ALABAMA

BID LIMIT: U

LICENSE NO.: 40131

AMOUNT: UNLIMITED

TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

REV CONSTRUCTION INC

TUSCALOOSA, AL 35401

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU: MUNICIPAL AND UTILITY

until May 31, 2015

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of May, 2014

101415

Charles A. Gabe...

SECRETARY-TREASURER

[Signature]

CHAIRMAN

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR
BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA
(2014)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
REV Construction, Inc. as Principal; and
Hudson Insurance Company
as Surety, (NOTE If cashiers check drawn on an Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the City of Tuscaloosa, Alabama, a Municipal Corporation, as obligee, hereinafter called the City, in the sum of Five Percent of Bid Amount not to Exceed Ten Thousand Dollars (\$ 5% NTE \$10,000) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following Project or portion thereof:

Project: Cedar Crest Drainage Structure Project

Location: Tuscaloosa, AL

Architect or Engineer: McGiffert and Associates, LLC

Project Number: A13-0580

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.

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

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 8th day of January, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

Jessie In

PRINCIPAL:

REV Construction, Inc.

By:

GRADY POE PRESIDENT

Address: 2201 11th Street, Suite B, Tuscaloosa, AL 35401

SURETY:

Hudson Insurance Company (SEAL)

300 First Stamford Place

(Business Address)

Stamford, CT 06902

ATTEST:

Cheryl A. Camak

By:

Cheryl A. Camak, Attorney-in-Fact

Attorney-in-Fact

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, in lieu of a Corporate Surety, under the same terms.

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint Joseph D. Fitts, Richard F. Fitts, Charles F. Horton, Jr., Cheryl A. Camak and Timothy L. Donahue

of the State of Alabama

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 3rd day of March, 2015, at New York, New York.



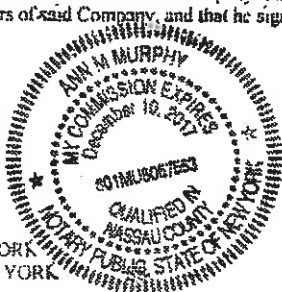
Attest: [Signature] Diana Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: [Signature] Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS

On the 3rd day of March, 2015, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MC6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Diana Daskalakis hereby certifies

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 8th day of January, 2015



By: [Signature] Diana Daskalakis, Corporate Secretary

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FIVE
CONTRACT AGREEMENT
(2014)

THIS AGREEMENT made and entered into this 21st day of January, 2015, by and between REV Construction, Inc., hereinafter sometimes called the CONTRACTOR, as party of the first part, and the CITY OF TUSCALOOSA, Alabama, a Municipal Corporation, hereinafter sometimes 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. **Integration:** 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. **Amendment in Writing:** 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. **Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
4. **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.
5. **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.
6. **Mandatory and Permissive:** "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. **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.
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 phrase, "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.

ARTICLE II. PAYMENTS, CLAIMS AND CHARGES, ETC.

A. **Contract Price:** The City will pay and the Contractor will accept in full consideration for the performance of the work/Project, subject to additions and deductions (including but not limited to liquidated damages) as provided in the contract documents and herein, the sum of One Million One Hundred Forty Nine Thousand Two Hundred Ninety Three and 00/100 Dollars (\$1,149,293.00) and/or in unit prices as shown in Bidder's schedule for the base bid amount of \$1,149,293.00, 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.

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 Section 665.02 of Alabama Highway Department Specifications and 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 seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); 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 seq.) 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. Insurance Required. 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. Additional Insurance. 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. Insurance Limits. 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. Subcontractors. 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. City's Right to Review Coverage. 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. Waiver of Subrogation. 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. City as Additional Insured. 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 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. Elevators, Hoist and Cranes. 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. Workmen's Compensation Insurance: 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. Comprehensive Automobile and Vehicle Liability Insurance: 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. Commercial General Liability Insurance: 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. Owner's Protective Insurance: 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. Umbrella Excess Liability Over Primary Insurance: 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	\$ 5,000,000
Aggregate	\$ 5,000,000

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. **Miscellaneous Insurance:** 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. **Builders Risk All Risk Insurance:** 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. **Proof of Carriage of Insurance:** 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.

(G) 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.
2. 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. **Warranty:** 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. **Guarantee:** 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. **Roofing Guarantee:** 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. **Termite Warranty:** 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 erosion control 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 Registration (NOR) under the Rule for Storm Water Discharges during construction activities.
The Contractor shall strictly adhere to all requirements of the NOR and the rule regardless of which party has obtained coverage.
2. Compliance with all provisions of ADEM Admin. Code Chapter 335-6-12 and this registration 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 the Rule, 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 the Rule.
3. This registration 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 registration 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 NOR application provided by the Owner.
 - a. Information as outlined in the typical letter of transmittal, to the address indicated on the letter of transmittal, by registered mail or hand deliver.
 - b. The "Alabama Department of Environmental Management (ADEM), Field Operations Division Storm Water Program" Notice of Registration (NOR); NOR shall be signed by a responsible official who is the operator, owner, the sole proprietor of a sole proprietorship, a general/controller 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 NOR.
 - c. Determine applicable fee per ADEM Fee Schedule F and make check payable to: Alabama Department of Environmental Management for the NOR and submit to the Alabama Department of Environmental Management with the NOR application.
- 6. Application for the Storm Water Permit shall be made by the Contractor no later than five working days after receipt of application provided by Owner. 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 the storm water NOR as specified herein for the lump sum amount as shown in the bid schedule. If there is no line item for registration, obtaining the NOR 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 the Rule shall be the Contractor's responsibility and shall be incidental to the storm water registration.
 - 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 McGiffert and Associates, LLC and whose address is 2814 Stillman Boulevard, Tuscaloosa, AL 35401. All references to Engineer or Architect shall be to the City representative if no Engineer or Architect is involved in the Project.

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 GRADY PUGH and whose address is 2201 11th ST. TUSCALOOSA, AL 35401

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:

1. **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. **Subcontractor's Status:** 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.

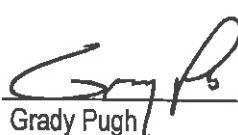
The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural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


ATTEST

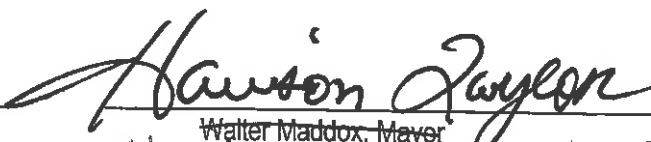
PARTY OF THE FIRST PART

REV Construction, Inc.
BY: 
Grady Pugh
ITS: President

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION/PARTY OF THE SECOND PART/CITY, OWNER

ATTEST:


Asst. City Clerk


Walter Maddox, Mayor
Harrison Taylor, President Pro Tempore



100 90 80 70 60 50 40 30 20 10 0

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Jessica Pugh, a Notary Public in and for said State at Large, hereby certify that Arady Pugh, who is named as President is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16 day of January, 20 15.

MY COMMISSION EXPIRES 3-8-17

My Commission Expires: _____

Jessie Pugh
Notary Public.

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

President Pro-Tempore

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared Harrison Taylor ~~Walter Maddox~~, Mayor of the City of Tuscaloosa and acknowledged that his signature is affixed hereto in his capacity as Mayor of the City of Tuscaloosa.

Done this the 21st day of January, 20 15.

Vickie Milliland
Notary Public in and for the State of Alabama at Large

My Commission Expires: 3/17/15

[END OF CONTRACT AGREEMENT OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION SIX
PERFORMANCE BONDS
(2014)

STATE OF ALABAMA)
TUSCALOOSA, COUNTY)

KNOWN ALL MEN BY THESE PRESENTS, that we, REV Construction, Inc. as principal and Hudson Insurance Company (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 \$1,149,293.00 for the payment of which well and truly be made in lawful money of the United States, we do hereby bind ourselves, our successors and assigns and personal representatives, jointly and severally, firmly by the 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 Cedar Crest Drainage Structure in accordance with contract documents therefore on file in the Office of the Engineer at the price of, to-wit: One Million One Hundred Forty Nine Thousand Two Hundred Ninety Three and 00/100 Dollars (\$1,149,293.00) as more fully appears in said written contract bearing the date of January 21, 2015, 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 the Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said City from all costs and damages whatsoever which it may suffer by reason of any failure on the part of said Contractor so to do, and shall fully reimburse and repay the said City any and all outlay and expense which it may incur in making good any such default, and shall guarantee all workmanship against defects for a period of one year, this obligation or bond shall be null and void, otherwise it shall remain in full force and effect.

And, for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of said agreement or contract or in the work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligations of the principal or of the surety under this bond, and notice is hereby waived of any such change, extension of time, alternative of or addition to the terms of the agreement or contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the 21st day of January, 2015.

REV Construction, Inc.
Principal
By [Signature]
Title
Hudson Insurance Company

Surety
By [Signature]
Cheryl A. Camak, Attorney-in-Fact
Title

ATTEST:
[Signature]



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Joseph D. Fitts, Richard F. Fitts, Charles F. Horton, Jr., Christina A. Krout, Cheryl A. Camak and Timothy L. Donahue

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, on this 27th day of July, 2012 at New York, New York.



HUDSON INSURANCE COMPANY

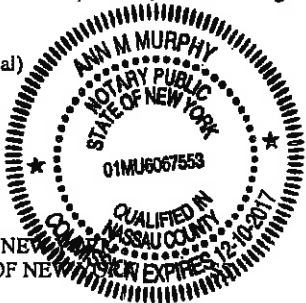
Attest: Dina Daskalakis Assistant Corporate Secretary

By: Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__.



By: Dina Daskalakis Assistant Corporate Secretary

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION SEVEN
LABOR AND MATERIAL BOND
(2014)

KNOWN ALL MEN BY THESE PRESENTS, that we, REV Construction, Inc. (hereinafter called the "Contractor") of Tuscaloosa, AL as principal and Hudson Insurance Company (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 peral sum of One Million One Hundred Forty-Nine Thousand Two Hundred Ninety-Three and 00/100 Dollars (\$ 1,149,293.00) 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 Cedar Crest Drainage Structure Project in accordance with contract documents therefore on file in the Office of the Engineer at the price of, to-wit: One Million One Hundred Forty Nine Thousand Two Hundred Ninety Three and 00/100 Dollars (\$1,149,293.00) as more fully appears in said written contract bearing date of January 21, 2015, 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.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Joseph D. Fitts, Richard F. Fitts, Charles F. Horton, Jr., Christina A. Krout, Cheryl A. Camak and Timothy L. Donahue

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, on this 27th day of July, 2012 at New York, New York.



HUDSON INSURANCE COMPANY

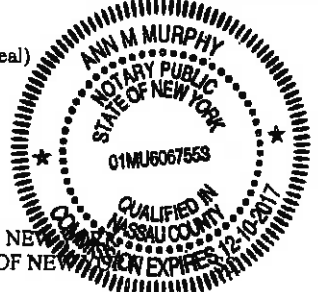
Attest: Dina Daskalakis Assistant Corporate Secretary

By: Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__.



By: Dina Daskalakis Assistant Corporate Secretary

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
Project No. A13-0580

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 REV Construction, Inc. (hereinafter the "Contractor" or undersigned), for a project known as Cedar Crest Drainage Structure Project in regard to which the undersigned warrants and certifies to the City 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 _____, 20_____.

CONTRACTOR: REV Construction, Inc.

BY: Grady Pugh

TITLE: President

I, _____, after being duly sworn, depose and say as follows: That I am the _____ of the _____ Corporation and hereby certify that I am duly authorized to execute this Contractor's Release of Liens and Claims.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

Sworn to and subscribed before me on this
the _____ day of _____, 20_____.

Notary Public

CONSENT OF SURETY:

SURETY

BY: _____

ATTORNEY-IN-FACT FOR SURETY

CITY OF TUSCALOOSA PUBLIC WORKS
ROOFING GUARANTEE
Project No. A13-0580

Name of Project Cedar Crest Drainage Structure Project

Location _____

Owner City of Tuscaloosa

General Contractor _____

Address _____

Date of Acceptance _____ Date of Expiration _____

1. The General Contractor does hereby certify to the City of Tuscaloosa that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications.

2. The General Contractor does hereby guarantee the roofing and associated work including all flashing, both composition and metal, against leaks due to faulty workmanship for a period of five (5) years and against leaks due to faulty or defective materials for fifteen (15) years, starting on the date of acceptance of the Project by the City.

3. Subject to the terms and conditions listed below, the General Contractor guarantees that during the Guarantee Period he will at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, as are necessary to correct faulty and defective work and materials as are necessary to maintain said work in watertight conditions, and further, to respond on or within three (3) calendar days upon proper notification of leaks or defects by the City or Architect.

A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: Lightning, windstorm, hail storm and other unusual phenomena of elements; and, Fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the City or by the responsible party so designated.

B. During the Guarantee Period, if the City allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the City engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with said work, shall have notified the City in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.

C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.

D. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

E. The City shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this the ___ day of _____, 20__.

General Contractor's Authorized Signature
NAME AND TITLE _____

CITY OF TUSCALOOSA
ASBESTOS AFFIDAVIT
Project No. A13-0580

DATE: _____

BUILDING OWNER: _____

PROJECT: Cedar Crest Drainage Structure Project

TO WHOM IT MAY CONCERN:

The undersigned certifies that to the best of his knowledge, no products containing asbestos have been included in the construction of the captioned Project. Special care was exercised to avoid asbestos-containing products, including reviewing product data sheets, reviewing product labels, and visually verifying products in the field. Special care to avoid asbestos has been used in the selection, purchase, and installation of products, including, but not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, waterproofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe insulation, duct insulation, and pre-assembled items of equipment.

Respectfully submitted,

Signature

Typed Name

Title

Firm Name

Address

Sworn to and subscribed before me on this the _____
day of _____, 20____.

Notary Public.

County, State

My Commission Expires:



FITTS AGENCY INC.

Insurance and Bonds Since 1875

- T. Gary Fitts, CPCU
- J. David Fitts, CIC
- Charles E. Horton, Jr., CIC
- R. Forrest Fitts, CPCU, AMIM, CIC
- Virginia W. Parks, CIC, CRM
- Timothy L. Donahue, CIC

1806 6th Street
Tuscaloosa, AL 35401
PO Box 20007
Tuscaloosa, AL 35402-0007
Phone: 205.342.3500
Fax: 205.342.3467
www.fittsagency.com

August 20, 2012

To Whom It May Concern:

Attached you will find the Fitts Agency's Certificate of Insurance for our insured. The attached Certificate of Insurance is a reflection of the current coverage that is in place. The Alabama Department of Insurance issued a revision of Regulation 62 dealing with Certificates of Insurance. The revision took effect June 5, 2004. This revision specifically dealt with the altering of Certificates of Insurance.

According to Johnny Johnson, Deputy Insurance Commissioner, "the intent of the revision is to return to the original purpose the Certificate of Insurance was intended to serve, that of a notice to Certificate Holder of the existence of coverage and to reiterate that the intent was never to amend or alter the coverage provided by the insurance company".

The Fitts Agency by issuing the attached Certificate of Insurance has attempted to comply with the new regulation by attaching a Certificate of Insurance providing the Certificate Holder notice of the existence of coverage at the time of the issuance of the Certificate. Should you have any questions, please do not hesitate to call.

Sincerely,

Fitts Agency, Inc.

"Service Makes A Whale of A Difference"



PROJECT NAME Cedar Crest Drainage Structure Project

PROJECT NO. A13-0580

CONTRACTOR/INSURED REV Construction, Inc.

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

AGENT'S VERIFICATION OF CONTRACTOR'S INSURANCE

This is to certify to the City of Tuscaloosa, Alabama, a Municipal Corporation, that the Contractor in the above referenced Project does possess a policy or policies of insurance reflected on the Certificate of Insurance issued for the Project by the undersigned agency of which I am an authorized representative. I have read the contract document as it relates to insurance requirements and said Contractor's insurance is effective as of the dates stated in the certificate and meets or exceeds all ratings, limits, and amounts as required by the same.

This the _____ day of _____, 20_____.

AGENCY: _____

BY: _____

ITS: _____



REVCO-1

OP ID: AA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fitts Agency, Inc. P O Box 20007 Tuscaloosa, AL 35402 Charles F. Horton, Jr., CIC	CONTACT NAME: Jackie Waldrop	
	PHONE (A/C, No, Ext): 205-342-3549	FAX (A/C, No): 205-342-3467
	E-MAIL ADDRESS: jwaldrop@fittsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED REV Construction Inc 2201 11th St. Suite B Tuscaloosa, AL 35401	INSURER A: C N A Insurance Companies	20443
	INSURER B: Harleystown Insurance Co	23582
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			5095882089	09/30/2014	09/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						Emp Ben. \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY			5095882092	09/30/2014	09/30/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB			5095882075	09/30/2014	09/30/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
B	Equipment Floater			CIM-0000022396R	09/30/2014	09/30/2015	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Cedar Crest Drainage

See Attached Holder Notes

CERTIFICATE HOLDER**CANCELLATION**

CITYT-6	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Tuscaloosa P O Box 2089 Tuscaloosa, AL 35401	AUTHORIZED REPRESENTATIVE

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NOTEPAD:HOLDER CODE CITYT-6
INSURED'S NAME REV Construction IncREVCO-1
OP ID: AAPAGE 2
Date 01/16/2015

The City of Tuscaloosa, its officers, agents and employees are listed as an additional insured in regards to General Liability and Auto Liability when required by a written contract. Umbrella Follows Form. Waiver of Subrogation applies in favor of The City of Tuscaloosa, its officers, agents and employees in regards to General Liability when required by a written contract.
30 Days Notice of Cancellation is provided unless in the event of non-payment then only 10 days will be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MRM, LLC. PO Box 43769 Birmingham, AL 35243 www.mrm-llc.com	CONTACT NAME: Debbie Grimm	
	PHONE (A/C, No., Ext): 877-402-5246	FAX (A/C, No): 205-824-9807
E-MAIL ADDRESS: dgrim@mrm-llc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ala Branch of AGC of Amer Inc SIF #0100R A-VI		N/A
INSURER B: Safety National Casualty Corp. (reinsurance)A+ XII		15105
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 23084314 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WA123-2015-AL SP4052118	1/1/2015 1/1/2015	1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding effective and expiration, both days are at 12:01 Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Assoc. General Contractors SIF #0100R is rated by A.M. Best & their rating is A- VI. Safety National Corp. is rated by A.M. Best & their rating is A+ XII
 RE: Cedar Crest Drainage, Tuscaloosa, AL

CERTIFICATE HOLDER City of Tuscaloosa P.O. Box 2089 Tuscaloosa AL 35403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Debbie Grimm

ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

REVCO-1

OP ID: AA

DATE (MM/DD/YYYY)

01/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fitts Agency, Inc. P.O. Box 20007 Tuscaloosa, AL 35402 Charles F. Horton, Jr., CIC		CONTACT NAME: Jackie Waldrop PHONE (A/C, No, Ext): 205-342-3549 E-MAIL ADDRESS: jwaldrop@fittsagency.com FAX (A/C, No): 205-342-3467	
INSURED City of Tuscaloosa P.O. Box 2089 Tuscaloosa, AL 35402		INSURER(S) AFFORDING COVERAGE INSURER A : Mid-Continent General INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			R01691-011615-43912-A	01/19/2015	01/19/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> OCP						PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$
							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Cedar Crest Drainage Structure Project; Drainage improvements and alley construction Tuscaloosa AL

CERTIFICATE HOLDER**CANCELLATION**

Rev Construction, Inc.
 2201 11th Street
 Tuscaloosa, AL 35401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)

NOTICE OF CONDITIONAL BID AWARD
CITY OF TUSCALOOSA, ALABAMA

VIA FACSIMILE: _____
TO: REV Construction, Inc.
2201 11th Street
Tuscaloosa, AL 35401

Project Name: Cedar Crest Drainage Structure Project
Project Number: A13-0580
Date: _____

You are here notified pursuant to Ala. Code §39-2-6 (1975), that the City of Tuscaloosa has made a conditional bid award to you in regard to the above-referenced Project based upon your proposal of \$ _____

The above bid award Does Does Not include the following additive and/or deductive alternates as requested in the bid documents:

Additive Alternates

Deductive Alternates

- | | |
|---------------------|---------------------|
| 1. _____ (\$ _____) | 1. _____ (\$ _____) |
| 2. _____ (\$ _____) | 2. _____ (\$ _____) |
| 3. _____ (\$ _____) | 3. _____ (\$ _____) |

Pursuant to Ala. Code §39-2-8 (1975), you are required to enter into a written contract on the form included in the proposal, plans and specifications, furnish a performance bond and a payment bond executed by a surety company authorized and qualified to make such bonds in the State of Alabama, in the amount required in the bid documents, and present evidence of insurance also as required by the bid documents, within the period of time stated therein or, if no period of time is stated, within thirty (30) days after the prescribed forms have been presented to you for signature.

Pursuant to Ala. Code §39-2-11 (1975), if you fail to execute the contract and furnish acceptable contract securities and evidence of insurance as required by the bid documents within the period of time as set forth, the awarding authority may retain all or a part of the proposal guarantee and may award the contract to the second lowest responsible responsive bidder. Under such circumstances, the owner will be entitled to consider all rights arising out of its acceptance of your proposal as abandoned.

DONE this 27th day of January, 2015

CITY OF TUSCALOOSA, ALABAMA
A MUNICIPAL CORPORATION
Post Office Box 2089
Tuscaloosa, Alabama 35403-2089

By: [Signature]
City's Representative/Engineer/Architect

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor, do hereby accept receipt of the above notice of conditional bid award and acknowledge the contents of the same on this the 27th day of JANUARY, 2015.

CONTRACTOR: REV Construction, Inc.

By its: [Signature]
PRU

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

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

Project Name: Cedar Crest Drainage Structure Project
Project No.: A13-0580
Date: _____

TO: REV Construction, Inc.
2201 11th Street
Tuscaloosa, AL 35401

Pursuant to Ala. Code §39-2-10 (1975), you are hereby notified to immediately commence work in full accordance with the terms and conditions of the Contract Documents in the above referenced Project, dated January 21, 20 15, on or before February 18, 20 15, and you are to complete the work within the time specified therein.

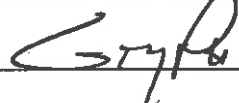
CITY OF TUSCALOOSA, ALABAMA
A MUNICIPAL CORPORATION
Post Office Box 2089
Tuscaloosa, Alabama 35403-2089

By: 
City's Representative

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor, do hereby accept receipt of the above notice to proceed with the referenced Project and acknowledge the contents of the same on this the 27th day of JANUARY 20 15.

CONTRACTOR: REV Construction, Inc.


By Its: pres

CONTRACT CHANGE ORDER NO.

City of Tuscaloosa, Office of the City Attorney

DATE: _____ **PROJECT:** Cedar Crest Drainage Structure Project

TO: REV Construction, Inc.
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$	_____
LESS CONTINGENCY/ALLOWANCE	\$	_____
NET ORIGINAL CONTRACT PRICE	\$	_____
Net total of previous Change Orders	\$	_____
Previous revised Contract Price	\$	_____
This Change Order No. _____ <input type="checkbox"/> Add <input type="checkbox"/> Deduct	\$	_____
Revised Contract Price this date	\$	_____

Extension of time resulting from this Change Order _____ (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of _____

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

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

CONSENT OF SURETY

(Company)

By: _____

RECOMMENDED

By: _____

(Design Engineer or Architect)

CONTRACTING PARTIES

(Contractor)

By: _____
(Authorized Representative)

CITY OF TUSCALOOSA

By: _____
(Mayor)

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: McGiffert and Associates, LLC

CONTRACTOR: REV Construction, Inc.

PROJECT: Cedar Crest Drainage Structure Project

CHANGE ORDER REQUEST NO. _____ DATE: _____

1. DESCRIPTION OF CHANGE:

2. CHANGE ORDER COSTS: _____

Proposal Attached _____ Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY:

4. JUSTIFICATION OF NEED:

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

6. COSTS REVIEW:

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- 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 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. EXTENSION OF TIME REQUESTED: Calendar Days:

RECOMMENDED:

APPROVED:

BY: _____
Tuscaloosa's Consulting Engineer/Architect

BY: _____
Contractor

BY: _____
City Representative

BY: _____
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
_____ has completed its contract with
(Name of Company)
the City of Tuscaloosa, Alabama, for the Cedar Crest Drainage Structure Project
(Name of Project)
located at Tuscaloosa, Alabama. This notice will be
(Location of the Project)
published for a period of four (4) successive weeks beginning: _____
(Date)

A final settlement will not be made upon the contract until the expiration of thirty (30) days after completion of notice. Any person or firm having claims on said Project for materials or labor should contact the above contractor at:

(Address of Contractor)

in the time and manner as required by law.

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

DATED: _____

**CITY OF TUSCALOOSA
SPECIAL CONDITIONS FOR
FEDERALLY FUNDED CONTRACTS**

I. 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 performance of specific work on a project or activity, the provision of professional services, or for the supply of equipment and/or materials.

" HUD " means US Department of Housing and Urban Development (Federal Agency).

"Local Government" means the City of Tuscaloosa.

"Program" means the Community Development Block Grant Disaster Recovery (CDBG-DR)
(Federal Program) operated under the provisions of HUD

"Projects/Activities" means those undertakings which are included in the Program and are funded wholly or in part by CDBG-DR and HUD

"Project Area" 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

A. **Interest of Members of the Local Government.** No officer, employee or agent of the local 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.

B. **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.

C. **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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. **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.

11. 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.

12. The Contractor shall maintain data which records its affirmative 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. LABOR STANDARDS PROVISIONS - CONSTRUCTION CONTRACTS ONLY

A. Contract Work Hours and Safety Standards Act

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 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.
2. **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. Employment of Certain Persons Prohibited. 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. Complaints, Proceedings, or Testimony by Employees. 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. Questions Concerning Certain Federal Statutes and Regulations. 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. ENVIRONMENTAL PROTECTION REQUIREMENTS

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. FINANCIAL MANAGEMENT: 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. Ineligible Costs. In addition to any costs that are ineligible under other criteria included herein the following costs are specifically ineligible:

1. Bad Debts. Any losses 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. **Property Management Standards.** 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**
1. 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. **Retention of Records.** 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. **Reports and Information.** The Contractor, at such times as the local government may require, shall

"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.

A list of all pre-certified MBE's, DBE's and WBE's will be maintained at Birmingham Construction Industry Authority (BCIA).

4. "Birmingham Construction Industry Authority" (BCIA) means the consultant hired by the City to assist in administration of the program. The program is voluntary and is developed to maximize MBE/DBE/WBE business participation in the construction industry of the Tuscaloosa metropolitan area. Owners of construction projects in both the public and private sector are encouraged to participate in the BCIA's efforts to increase the participation of MBE/DBE/WBE's in their construction projects. MBE/DBE/WBE firms are certified as a Minority or Disadvantaged business by the BCIA and receive business counseling and technical assistance provided by the BCIA staff.

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 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.

(2) Contractors shall submit MBE/DBE/WBE Bid Solicitation Form 2 to the Office of the City Attorney no later than seven (7) days prior to 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 goals of the program in 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 firms that the contractor proposes to utilize during the execution of the project (Form 4) in the contractor's sealed bid. (Note: In the event a contractor is awarded the contract after the general contractor has sealed the bid, contractors should submit Form 4 to the City's consultant of work of the MBE/DBE/WBE contractor who submitted the bid.)

(5) Contractors shall be required to work in cooperation with the City in the implementation of this program. Failure to do so, in the discretion of the City, shall constitute non-responsiveness.

Following compliance with item (5) above, submission of Forms 1 through 4 at the prescribed times shall satisfy the good faith effort requirement. Failure to do so shall constitute non-responsiveness.

Additional Administrative Requirements

(1) Once a tentative contract award has been made, the contractor shall submit to the City's consultant a list of MBE/DBE/WBE firms the contractor proposes to utilize during the execution of the project. The contractor shall include on Form 5 all firms that the major subcontractors propose to utilize.

(2) If the successful contractor will be subcontracting, the contractor must complete a "MBE/DBE/WBE Unavailability Certification" (Form 6) when the contract award has been made.

(3) Contractors shall obtain the BCIA listing of certified MBE/DBE/WBE firms from the BCIA office to assist in soliciting MBE/DBE/WBE participation for the project. The BCIA listing shall be monitored and updated by the BCIA. After once receiving the BCIA listing, the contractor shall submit revisions thereafter.

(4) Contractors shall not be required to use a MBE/DBE/WBE firm if the contractor has reasonable technical and financial qualifications to perform the work.

(5) In addition to the above requirements, contractors shall periodically audit payroll records to ensure compliance with the program. The contractor shall submit the results of the audit to the City's Compliance Director.

(6) Upon completion of the project and prior to releasing the project to the City, the contractor shall submit a Project Closeout Report (Form 7) that includes final accounting of the project.

(7) On a monthly basis, contractors shall submit updated MBE/DBE/WBE firm utilization reports (Form 8) to the City's consultant to identify any changes in MBE/DBE/WBE firm utilization (Form 8) to the City's consultant.

participate in the inclusion effort for the project. Form 1 must be submitted to the Office of the City Attorney 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.

(2) Contractors shall submit MBE/DBE/WBE Bid Solicitation Notice (Form 2). Form 2 must be submitted to the Office of the City Attorney 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 (Form 4). 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) 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 (5) above, submission of Form 1, Form 2, Form 3, and Form 4 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

Once a tentative contract award has been made, the successful contractor shall submit a list of all 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.

(2) If the successful contractor will be subcontracting less than the stated 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.

(3) Contractors shall obtain the BCIA listing of certified MBE/DBE/WBE business by contacting the BCIA office to assist in soliciting MBE/DBW/WBE participation for the project. This listing will be continually monitored and updated by the BCIA. After once receiving the BCIA listing it will be necessary to only obtain revisions thereafter.

(4) Contractors shall not be required to use a MBE/DBE/WBE subcontractor who cannot display reasonable technical and financial qualifications to perform the work in question.

(5) 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.

(6) 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.

(7) 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's consultant.

Race/Gender – Neutral Remedies

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

1. Technical assistance techniques to identify and increase the participation of MBEs in the City's contracting, subcontracting and purchasing opportunities.
2. Continuation of the certification process with the BCIA.

The City will periodically review the success of these measures in order to determine 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 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 statutes as well as the defined goals relative to MBE/DBE/WBE participation on all construction projects.

(1)
MBE/DBE/WBE

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)

PROJECT NAME: Cedar Crest Drainage Structure Project

The City of Tuscaloosa has adopted a program to encourage the participation of Minority Business Enterprises/Disadvantaged Business Enterprises (MBE/DBE/WBE) on its public works construction projects. The signed statement serves as a commitment by the undersigned company to comply with this program as outlined by the City, relative to the involvement of MBE/DBE/WBE firm in City guidelines.

The undersigned Company will adhere to City program guidelines set forth to utilize MBE/DBE/WBE businesses in all construction projects, and all program forms (1-8) have been reviewed and understood.

Matt Jenkins
Company Representative (Signature)

12/30/2014
Date

Matt Jenkins
Company Representative (Printed)

Accountant
Title

REN Construction, Inc
Company Name

205-349-1860
Telephone Number

Tuscaloosa, AL 35401
City, State, Zip

205-349-1862
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 DATA

1. GENERAL CONTRACTOR: REU Construction, Inc

ADDRESS: 2201 11th St

Tuscaloosa, AL 35401

CONTACT(S): Grady Pugh ; Zolund Pugh

PHONE: 205-349-1860

FAX: 205-349-1862

E-MAIL: gradypugh@yahoo.com

2. OWNER: Grady Pugh

3. NAME OF PROJECT: Cedar Crest Drainage Structure Project

4. SCHEDULE PRE-BID MEETING

DATE/TIME: 10:00 A.M. 12/30/2014

LOCATION: Tuscaloosa City Hall

5. DATE/TIME FOR RECEIPT OF BIDS: 1/8/2015 2:00pm City Council Chambers City Hall

6. SCHEDULE BID OPENING

DATE/TIME: 1/8/15 2:00 pm

LOCATION: City Hall Council Chambers

7. ESTIMATED JOB START DATE: 2/16/14

8. ESTIMATED COMPLETION DATE: 5/16/14

PROJECT: Cedar Crest
Drainage Structure Project
 LOCATION: 1600 Tuscaloosa, AL
 BID DATE: 1/9/2015

GENERAL CONTRACTOR CONTACT:
 NAME: REV Construction, Inc
 ADDRESS: 2201 11th St
Tuscaloosa, AL 35401
 TELEPHONE: (205) 349-1960
 FAX (205) 349-1867
 EMAIL: () gradyn@rev.com

DEADLINE FOR PROPOSALS

DATE/TIME

* Estimated Contract Opportunity Value:
 (1) 0-25,000 (2) 25,000-50,000 (3) 50,000-100,000 (4)
 100,000 - 500,000 (5) over 500,000

DIVISION 02 - EXISTING CONDITIONS
 (1) (2) (3) (4) (5) *

- 02 21 SURVEYS
- 02 32 GEOTECHNICAL INVESTIGATIONS
- 02 41 DEMOLITION
- 02 42 REMOVAL and SALVAGE of CONSTRUCTION MATERIALS
- 02 43 STRUCTURE MOVING
- 02 56 SITE CONTAINMENT
- 02 55 UNDERGROUND STORAGE TANK REMOVAL
- 02 61 TRANSPORTATION and DISPOSAL of HAZARDOUS MATERIALS
- 02 62 ASBESTOS REMEDIATION
- 02 63 LEAD REMEDIATION
- 02 65 MOLD REMEDIATION
- 02 91 CHEMICAL SAMPLING, TESTING and ANALYSIS

02 _____
 (Please fill-in other opportunity)

DIVISION 3 - CONCRETE (1) (2) (3) (4) (5)

- 03 01 MAINTENANCE OF CONCRETE
- 03 11 CONCRETE FORMING
- 03 15 CONCRETE ACCESSORIES
- 03 21 REINFORCING STEEL
- 03 22 WELDED WIRE FABRIC REINFORCING

- 03 30 CAST-IN-PLACE CONCRETE
- 03 31 STRUCTURAL CONCRETE
- 03 35 CONCRETE FINISHING
- 03 37 SPECIALTY PLACED CONCRETE
- 03 38 CONCRETE CURING
- 03 41 PRECAST STRUCTURAL CONCRETE
- 03 45 PRECAST ARCHITECTURAL CONCRETE
- 03 47 SITE-CAST CONCRETE
- 03 62 NON-SHRINK GROUTING
- 03 63 EPOXY GROUTING
- 03 81 CONCRETE CUTTING
- 03 82 CONCRETE BORING
- 03 _____

(Please fill-in for other opportunity)

DIVISION 4 - MASONRY (1) (2) (3) (4) (5)

- 04 21 CLAY UNIT MASONRY
- 04 22 CONCRETE UNIT MASONRY
- 04 25 UNIT MASONRY PANELS
- 04 30 MULTIPLE-WYTHE MASONRY
- 04 43 STONE MASONRY
- 04 57 MASONRY FIREPLACES
- 04 71 MANUFACTURED BRICK MASONRY
- 04 73 MANUFACTURED STONE MASONRY
- 04 _____

(Please fill-in for other opportunity)

DIVISION 5 - METALS (1) (2) (3) (4) (5)

- 05 12 STRUCTURAL STEEL FRAMING
- 05 14 STRUCTURAL ALUMINUM FRAMING
- 05 18 WIRE ROPE ASSEMBLIES
- 05 21 STEEL JOIST FRAMING
- 05 31 STEEL DECKING
- 05 35 RACEWAY DECKING ASSEMBLIES
- 05 41 STRUCTURAL METAL STUD FRAMING
- 05 42 COLD-FORMED METAL JOIST FRAMING
- 05 44 COLD-FORMED METAL TRUSSES
- 05 51 METAL STAIRS
- 05 52 METAL RAILINGS
- 05 53 METAL GRATINGS
- 05 55 METAL STAIR TREADS & NOSING
- 05 58 METAL CASTINGS
- 05 68 FORMED METAL FABRICATIONS
- 05 71 DECORATIVE METAL STAIRS
- 05 73 DECORATIVE METAL RAILINGS
- 05 75 DECORATIVE FORMED METAL
- 05 _____

(Please fill-in for other opportunity)

DIVISION 6 - WOODS, PLASTICS & COMPOSITES
 (1) (2) (3) (4) (5)

- 06 11 WOOD FRAMING

- 06 12 STRUCTURAL PANELS
- 06 15 WOOD DECKING
- 06 16 SHEATING
- 06 17 SHOP FABRICATED STRUCTURAL WOOD
- 06 22 MILLWORK
- 06 25 PREFINISHED PANEL
- 06 26 PANELING
- 06 43 WOOD STAIRS & RAILINGS
- 06 44 ORNAMENTAL WOODWORK
- 06 48 WOOD FRAMES
- 06 _____

(Please fill-in for other opportunity)

DIVISION 7 - THERMAL & MOISTURE PROTECTION {1} {2} {3} {4} {5}

- 07 11 DAMPPROOFING
- 07 12 BUILT-UP BITUMINOUS WATERPROOFING
- 07 13 SHEET WATERPROOFING
- 07 16 CEMENTIOUS & REACTIVE WATERPROOFING
- 07 19 WATER REPELLANTS
- 07 21 THERMAL INSULATION
- 07 22 ROOF & DECK INSULATION
- 07 24 EXTERIOR INSULATION & FINISH SYSTEMS
- 07 25 WEATHER BARRIERS
- 07 26 VAPOR RETARDERS
- 07 31 SHINGLES & SHAKES
- 07 32 ROOF TILES
- 07 33 NATURAL ROOF COVERINGS
- 07 41 ROOF PANELS
- 07 42 WALL PANELS
- 07 46 SIDING
- 07 51 BUILT-UP BITUMINOUS ROOFING
- 07 52 MODIFIED BITUMINOUS MEMBRANE ROOFING
- 07 53 ELASTOMETRIC MEMBRANE ROOFING
- 07 54 THERMOPLASTIC MEMBRANE ROOFING
- 07 56 FLUID APPLIED ROOFING
- 07 58 ROLL ROOFING
- 07 61 SHEET METAL ROOFING
- 07 65 FLEXIBLE FLASHING
- 07 71 ROOF SPECIALTIES
- 07 72 ROOF ACCESSORIES
- 07 81 APPLIED FIREPROOFING
- 07 84 FIRESTOPPING
- 07 91 PREFORMED JOINT SEALS
- 07 92 JOINT SEALANTS
- 07 95 EXPANSION CONTROL
- 07 _____

(Please fill-in for other opportunity)

DIVISION 8 - OPENINGS {1} {2} {3} {4} {5}

- 08 11 METAL DOORS & FRAMES
- 08 12 METAL FRAMES
- 08 13 METAL DOORS
- 08 14 WOOD DOORS
- 08 16 COMPOSITE DOORS
- 08 17 INTEGRATED DOOR OPENING ASSEMBLIES
- 08 31 ACCESS DOORS & PANELS
- 08 32 SLIDING GLASS DOORS
- 08 33 COILING DOORS & GRILLES
- 08 34 SPECIAL FUNCTION DOORS
- 08 36 PANEL DOORS
- 08 38 TRAFFIC DOORS
- 08 41 ENTRANCES & STOREFRONTS
- 08 42 ENTRANCES
- 08 43 STOREFRONTS
- 08 44 CURTAIN WALL & GLAZED ASSEMBLIES
- 08 51 METAL WINDOWS
- 08 52 WOOD WINDOWS
- 08 53 PLASTIC WINDOWS
- 08 54 COMPOSITE WINDOWS
- 08 56 SPECIAL FUNCTION WINDOWS
- 08 62 UNIT SKYLIGHTS
- 08 63 METAL-FRAMED SKYLIGHTS
- 08 71 DOOR HARDWARE
- 08 74 ACCESS CONTROL HARDWARE
- 08 75 WINDOW HARDWARE
- 08 79 HARDWARE ACCESSORIES
- 08 81 GLASS GLAZING
- 08 83 MIRRORS
- 08 84 PLASTIC GLAZING
- 08 88 SPECIAL FUNCTION GLAZING
- 08 91 LOUVERS
- 08 95 VENTS
- 08 _____

(Please fill-in for other opportunity)

DIVISION 9 - FINISHES {1} {2} {3} {4} {5}

- 09 21 PLASTER & GYPSUM ASSEMBLIES
- 09 22 SUPPORTS FOR PLASTER & GYPSUM
- 09 23 GYPSUM PLASTERING
- 09 24 CEMENT PLASTERING
- 09 26 VENEER PLASTERING
- 09 28 BACKING S & UNDERLAYMENTS
- 09 29 GYPSUM
- 09 30 TILING
- 09 51 ACOUSTICAL CEILINGS
- 09 54 SPECIALTY CEILINGS
- 09 62 SPECIALTY FLOORING
- 09 63 MASONRY FLOORING
- 09 64 WOOD FLOORING

- 09 65 RESILIENT FLOORING
 - 09 66 TERRAZZO FLOORING
 - 09 68 CARPETING
 - 09 72 WALL COVERINGS
 - 09 77 SPECIAL WALL SURFACING
 - 09 91 PAINTING
 - 09 93 STAINING & TRANSPARENT FINISHING
 - 09 96 HIGH PERFORMANCE COATINGS
 - 09 97 SPECIAL COATINGS
 - 09 _____
- (Please fill-in for other opportunity)

DIVISION 10 - SPECIALTIES {1} {2} {3} {4} {5}

- 10 11 VISUAL DISPLAY UNITS
 - 10 14 SIGNAGE
 - 10 22 PARTITIONS
 - 10 26 WALL & DOOR PROTECTION
 - 10 28 TOILET, BATH & LAUNDRY ACCESSORIES
 - 10 44 FIRE PROTECTION SPECIALTIES
 - 10 51 LOCKERS
 - 10 71 EXTERIOR PROTECTION
 - 10 74 MANUFACTURED EXTERIOR SPECIALTIES
 - 10 75 FLAGPOLES
 - 10 81 PEST CONTROL DEVICES
 - 10 88 SCALES
 - 10 _____
- (Please fill-in for other opportunity)

DIVISION 11 - EQUIPMENT {1} {2} {3} {4} {5}

- 11 11 VEHICLE SERVICE EQUIPMENT
 - 11 12 PARKING CONTROL EQUIPMENT
 - 11 13 LOADING DOCK EQUIPMENT
 - 11 14 PEDESTRIAN CONTROL EQUIPMENT
 - 11 24 MAINTENANCE EQUIPMENT
 - 11 31 RESIDENTIAL APPLIANCES
 - 11 33 RETRACTABLE STAIRS
 - 11 41 FOODSERVICE STORAGE EQUIPMENT
 - 11 42 FOOD PREPARATION EQUIPMENT
 - 11 43 FOOD DELIVERY CARTS AND CONVEYORS
 - 11 44 FOOD COOKING EQUIPMENT
 - 11 46 FOOD DISPENSING EQUIPMENT
 - 11 47 ICE MACHINES
 - 11 48 CLEANING & DISPOSAL EQUIPMENT
 - 11 52 AUDIO-VISUAL EQUIPMENT
 - 11 53 LABORATORY EQUIPMENT
 - 11 66 ATHLETIC EQUIPMENT
 - 11 67 RECREATIONAL EQUIPMENT
 - 11 82 SOLID WASTE HANDLING
 - 11 _____
- (Please fill-in for other opportunity)

DIVISION 12 - FURNISHINGS {1} {2} {3} {4} {5}

- 12 21 WINDOW BLINDS
 - 12 22 CURTAINS & DRAPES
 - 12 23 INTERIOR SHUTTERS
 - 12 24 WINDOW SHADES
 - 12 32 MANUFACTURED CASEWORK
 - 12 35 SPECIALTY CASEWORK
 - 12 36 COUNTERTOPS
 - 12 46 FURNISHING ACCESSORIES
 - 12 48 RUGS & MATS
 - 12 51 OFFICE FURNITURE
 - 12 52 SEATING
 - 12 54 HOSPITALITY FURNITURE
 - 12 56 INSTITUTIONAL FURNITURE
 - 12 61 FIXED AUDIENCE SEATING
 - 12 63 STADIUM & ARENA SEATING
 - 12 67 PEWS & BENCHES
 - 12 92 INTERIOR PLANTERS & ARTIFICIAL PLANTS
 - 12 93 SITE FURNISHINGS
 - 12 _____
- (Please fill-in for other opportunity)

DIVISION 13 - SPECIAL CONSTRUCTION {1} {2} {3} {4} {5}

- 13 11 SWIMMING POOLS
 - 13 17 TUBS & POOLS
 - 13 18 ICE RINKS
 - 13 21 CONTROLLED ENVIRONMENT ROOMS
 - 13 24 SPECIAL ACTIVITY ROOMS
 - 13 28 ATHLETIC & RECREATIONAL SPECIAL CONSTRUCTION
 - 13 31 FABRIC STRUCTURES
 - 13 34 FABRICATED ENGINEERED STRUCTURES
 - 13 36 TOWERS
 - 13 42 BUILDING MODULES
 - 13 48 SOUND, VIBRATION, & SEISMIC CONTROL
 - 13 49 RADIATION PROTECTION
 - 13 _____
- (Please fill-in for other opportunity)

DIVISION 14 - CONVEYING SYSTEMS {1} {2} {3} {4} {5}

- 14 11 MANUAL DUMBWAITERS
- 14 12 ELECTRIC DUMBWAITERS
- 14 21 ELECTRIC TRACTION ELEVATORS
- 14 24 HYDRAULIC ELEVATORS
- 14 27 CUSTOM ELEVATOR CABS & DOORS
- 14 28 ELEVATOR EQUIPMENT & CONTROLS
- 14 31 ESCALATORS

- 14 32 MOVING WALKS
- 14 42 WHEELCHAIR LIFTS
- 14 51 CORRESPONDENCE & PARCEL LIFTS
- 14 91 FACILITY CHUTES
- 14 92 PNEUMATIC TUBE SYSTEMS
- 14 _____

(Please fill-in for other opportunity)

DIVISION 21 -FIRE SUPPRESSION {1} {2} {3} {4} {5}

- 21 11 FIRE-SUPPRESSION WATER SERVICE PIPING &METHODS
- 21 12 FIRE SUPPRESSION STANDPIPES
- 21 13 FIRE SUPPRESSION SPRINKLER SYSTEMS
- 21 21 CARBON-DIOXIDE FIRE EXTINGUISHING SYSTEMS
- 21 22 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS
- 21 31 CENTIFUGAL FIRE PUMPS
- 21 _____

(Please fill-in for other opportunity)

DIVISION 22-PLUMBING {1} {2} {3} {4} {5}

- 22 07 PLUMBING INSULATION
- 22 11 FACILITY WATER DISTRIBUTION
- 22 13 FACILITY SANITARY SEWERAGE
- 22 14 FACILITY STORM DRAINAGE
- 22 41 COMMERCIAL PLUMBING FIXTURE
- 22 42 COMMERCIAL PLUMBING FIXTURES
- 22 45 EMERGENCY PLUMBING FIXTURES
- 22 47 DRINKING FOUNTAINS & WATER COOLERS
- 22 51 SWIMMING POOL PLUMBING SYSTEMS
- 22 66 CHEMICAL-WASTE SYSTEMS FOR LAB & HEALTHCARE FACILITIES
- 22 _____

(Please fill-in for other opportunity)

DIVISION 23-HEATING VENTILATION AIR CONDITIONING {1} {2} {3} {4} {5}

- 23 07 HVAC INSULATION
- 23 09 INSTRUMENTATION & CONTROL FOR HVAC
- 23 13 FACILITY FUEL-STORAGE TANKS
- 23 21 HYDRONIC PIPING & PUMPS
- 23 22 STEAM & CONDENSATE PIPING & PUMPS
- 23 31 HVAC DUCTS & CASINGS
- 23 33 AIR DUCT ACCESSORIES
- 23 34 HVAC FANS
- 23 37 AIR OUTLETS & INLETS
- 23 38 VENTILATION HOODS

- 23 41 PARTICULATE AIR FILTRATION
- 23 52 HEATING BOILERS
- 23 54 FURNACES
- 23 56 SOLAR ENERGY HEATING EQUIP.
- 23 57 HEAT EXCHANGES FOR HVAC
- 23 62 PACKAGED COMPRESSOR & CONDENSOR UNITS

- 23 63 REFRIGERANT CONDENSORS
- 23 64 PACKAGED WATER CHILLERS
- 23 65 COOLING TOWERS
- 23 73 INDOOR CENTRAL-STATION AIR-HANDLING UNITS
- 23 74 PACKAGED OUTDOOR HVAC EQUIP

- 23 82 CONVECTION HEATING & COOLING UNITS

- 23 84 HUMIDITY CONTROL EQUIPMENT

- 23 _____

(Please fill-in for other opportunity)

DIVISION 26-ELECTRICAL {1} {2} {3} {4} {5}

- 26 09 INSTRUMENTATION & CONTROL FOR ELECTRICAL SYSTEMS

- 26 12 MEDIUM VOLTAGE TRANSFORMERS

- 26 22 LOW VOLTAGE TRANSFORMERS

- 26 24 SWITCHES & PANELS

- 26 25 ENCLOSED BUS ASSEMBLIES

- 26 27 LOW VOLTAGE DISTRIBUTION EQUIPMENT

- 26 28 LOW VOLTAGE CIRCUIT PROTECTIVE DEVICES

- 26 29 LOW VOLTAGE CONTROLLERS

- 26 32 PACKAGED GENERATOR ASSEMBLIES

- 26 35 POWER FILTERS & CONDITIONERS

- 26 42 CATHODIC PROTECTION

- 26 51 INTERIOR LIGHTING

- 26 52 EMERGENCY LIGHTING

- 26 53 EXIT SIGNS

- 26 54 CLASSIFIED LOCATION LIGHTING

- 26 55 SPECIAL PURPOSE LIGHTING

- 26 56 EXTERIOR LIGHTING

- 26 61 LIGHTING SYSTEMS & ACCESSORIES

- 26 71 ELECTRICAL MACHINES

- 26 _____

(Please fill-in for other opportunity)

COMMUNICATIONS- 27 {1} {2} {3} {4} {5}

- 27 13 COMMUNICATIONS BACKBONE CABLING

- 27 41 AUDIO-VIDEO SYSTEMS

- 27 51 DISTRIBUTED AUDIO VIDEO

- 27 52 HEALTHCARE COMMUNICATIONS & MONITORING SYSTEMS

- 27 53 DISTRIBUTED SYSTEMS

27 _____
(Please fill-in for other opportunity)

ELECTRONIC SAFETY & SECURITY- 28 (1) (2) (3) (4) (5)

28 13 COMMUNICATIONS BACKBONE CABLING

28 16 INTRUSION DETECTION

28 23 VIDEO SURVEILLANCE

28 31 FIRE DETECTION

28 33 FUEL-GAS DETECTION

28 39 MASS NOTIFICATION SYSTEMS

28 _____
(Please fill-in for other opportunity)

EARTHWORK-31 (1) (2) (3) (4) (5)

31 06 SCHEDULES FOR EARTHWORK

31 11 CLEARING & GRUBBING

31 13 SELECTIVE TREE & SHRUB REMOVAL & TRIMMING

31 14 EARTH STRIPPING & STOCKPILING

31 22 GRADING

31 23 EXCAVATION & FILL

31 25 ERSION & SEDIMENTATION

31 31 SOIL TREATMENT

31 32 SOIL STABILIZATION

31 33 ROCK STABILIZATION

31 36 GABIONS

31 37 RIPRAP

31 41 SHORING

31 43 CONCRETE RAISING

31 45 VIBROFLORATION & DENSIFICATION

31 46 NEEDLE BEAMS

31 48 UNDERPINNING

31 52 COFFERDAMS

31 56 SHURRY WALLS

31 62 DRIVEN PILES

31 63 BORED PILES

31 _____
(Please fill-in for other opportunity)

EXTERIOR IMPROVEMENTS- 32 (1) (2) (3) (4) (5)

32 11 BASE COURSES

32 12 FLEXIBLE PAVING

32 13 RIGID PAVING

32 16 CURBS, GUTTERS, SIDEWALKS & DRIVEWAYS

32 17 PAVING SPECIALTIES

32 18 ATHLETIC & RECREATIONAL SURFACING

32 31 FENCES & GATES

32 32 RETAINING WALLS

32 34 FABRICATED BRIDGES

32 35 SCREENING DEVICES

32 84 PLANTING IRRIGATION

32 91 PLANTING PREPARATION

32 92 TURF & GRASSES

32 93 PLANTS

32 94 PLANTING ACCESSORIES

32 96 TRANSPLANTING

32 _____
(Please fill-in for other opportunity)

UTILITIES-33 (1) (2) (3) (4) (5)

33 11 WATER UTILITY DISTRIBUTION PIPING

33 12 WATER UTILITY DISTRIBUTION EQUIPMENT

33 16 WATER UTILITY STORAGE TANKS

33 21 WATER SUPPLY WELLS

33 31 SANITARY UTILITY SEWERAGE PIPING

33 36 UTILITY SEPTIC TANKS

33 41 STORM UTILITY DRAINAGE PIPING

33 42 CULVERTS

33 44 STORM UTILITY WATER DRAINS

33 46 SUBDRAINAGE

33 49 STORM DRAINAGE STRUCTURES

33 51 NATURAL GAS DISTRIBUTION

33 52 LIQUID FUEL DISTRIBUTION

33 71 ELECTRICAL UTILITY TRANSMISSION & DISTRIBUTION

33 81 COMMUNICATIONS & STRUCTURES

33 _____
(Please fill-in for other opportunity)

TRANSPORTATION-34 (1) (2) (3) (4) (5)

34 11 RAIL TRACKS

34 41 ROADWAY SIGNALING AND CONTROL EQUIPMENT

34 71 ROADWAY CONSTRUCTION

34 72 RAILWAY CONSTRUCTION

34 _____
(Please fill-in for other opportunity)

MATERIAL PROCESSING & HANDLING

EQUIPMENT-41 (1) (2) (3) (4) (5)

41 21 CONVEYORS

41 22 CRANES & HOISTS

41 _____
(Please fill-in for other opportunity)

POLLUTION CONTROL EQUIP-44 (1) (2) (3) (4) (5)

44 11 PARTICULATE CONTROL EQUIPMENT

44 _____
(Please fill-in for other opportunity)

WATER & WASTEWATER EQUIPMENT-46

(1) (2) (3) (4) (5)

46 07 PACKAGED WATER & WASTEWATER TREATMENT EQUIPMENT

46 _____
(Please fill-in for other opportunity)

FORM 3 (1 page)

PARTICIPATION GOAL

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

General Contractor: REY CONST. INC

Contact: GRADY RUBIT

Name of Project: Cedar Crest Drainage Structure Project

Date Submitted: 1/8/15

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 10 %.

I plan on achieving this goal by: DID NOT GET ANY QUOTES

WILL CONTINUE IF LOW BIDDER

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

General Contractor: REY CONST. INC

Contact: GRADY PUGH

Name of Project: Cedar Crest Drainage Structure Project

Date Submitted: 1/8/15

All MBE/DBE/WBE Firms Submitting Bids
NONE SUBMITTED

Scope of Work

FORM 5
CONTRACTORS SUBMITTING BIDS
 (Must be submitted following tentative bid award)

General Contractor: _____

Contact: _____

Name of Project: Cedar Crest Drainage Structure Project

Total Contract Amount: \$ _____

Total Amount of All Subcontractors: \$ _____

Date Submitted: _____

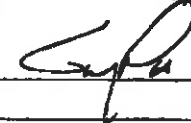
All MBE/DBE/WBE firms to be utilized

Scope of Work

Contract Amount

(Use additional pages if necessary)

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

I, STACY PUGH PRES  (Name/Title), of
REV CONSTRUCTION INC (Company) certify that on
1/14/15 (Date) I contacted the following Minority/Disadvantaged Business
 Enterprise to obtain proposals/bids for the following work items:

<u>MDE/DBE/WBE Firm</u>	<u>Work Items Sought</u>	<u>Form of Proposal Sought</u>
<u>JAMES PAVING CO</u>	<u>PAVING & CURB & GUTTER</u>	<u>QUOTE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Minority/Disadvantaged Business Enterprises were unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):
JAMES PROVIDED A QUOTE BUT HIS PRICES WERE HIGHER THAN OTHER SUBS.

(This form to be completed by each MBE/DBE/WBE listed, which was contacted, but did not submit a bid/proposal)

_____ (Name of MBE/DBE/WBE) was offered an opportunity to submit a proposal on the above identified work on _____ (Date) by _____ (Company Name).

The above statement is a true and accurate account of why I did not submit a 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: Cedar Crest Drainage Structure Project
 Total Contract Amount: \$ _____
 Final Contract Amount: \$ _____
 Date Submitted: _____

<u>All MBE/DBE/WBE firms verified</u>	<u>Original subcontract amount</u>	<u>Final subcontract amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

General Contractor: _____
 Contact: _____
 Name of Project: Cedar Crest Drainage Structure Project
 Total Contract Amount: \$ _____
 Date Submitted: _____

Billings

Each MBE/DBE/WBE Contractor utilized	Original subcontract amount	Previous amount	This period amount	Total Amount

(Use additional pages if necessary)

TECHNICAL SPECIFICATIONS

CIVIL/SITE TECHNICAL SPECIFICATIONS

Summary of Project	Section 01010
Project Coordination	Section 01043
Regulatory Safety Equipment	Section 01060
Submittals	Section 01301
Temporary Facilities and Controls	Section 01501
Contract Closeout	Section 01701
Cleaning and Maintenance	Section 01800
Stormwater Monitoring and Temporary Erosion Control.....	Section 02220
Demolition, Clearing and Grubbing	Section 02242
Roadway and Parking Lot Construction.....	Section 02246
Site Construction	Section 02247
Trenching, Backfill and Compaction for Utility Trenches	Section 02249
Subsurface Crossing.....	Section 02260
Storm Sewers.....	Section 02433
Bituminous Concrete Paving.....	Section 02500
Ductile Iron Pipe and Fittings.....	Section 02600
Gate Valves	Section 02603
Existing Utilities	Section 02620
Valve Boxes	Section 02643
Water System.....	Section 02660
Manholes	Section 02664
COT Water Main Extensions and Relocations.....	Section 02665
Traffic Control.....	Section 02800
Chain Link Fencing	Section 02834
Traffic Stripe, Markings and Legends	Section 02911
Grassing.....	Section 02920
Cast-In-Place Concrete	Section 02930
Unit Masonry for Site Work	Section 02932
Special Conditions for Site Work.....	Section 20000

SECTION 01010 - SUMMARY OF PROJECT

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1.02 Project Engineering, Observation, and Staking	1
1.03 Measurement and Payment	1
PART 2 - MATERIALS	1
PART 3 - EXECUTION	1
3.01 Questions and Clarification	1

SECTION 01010 - SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 Scope:

The project consists of concrete box culvert and public alley construction with associated utility relocations.

1.02 Project Engineering, Observation, and Staking:

McGiffert and Associates, LLC is the Project ENGINEER, employed by the OWNER for the project. The Project ENGINEER will provide resident project observation. McGiffert and Associates, LLC will also provide all construction staking for the project.

1.03 Measurement and Payment:

All work indicated in the plans or specifications shall be paid for in accordance with the items listed in the Bid Schedule and further described in the as described in the Specifications. No separate payment shall be made for any Items of the Work not specifically included in the Bid Schedule as these Items shall be incorporated in the various unit pricing of the Work.

PART 2 - MATERIALS

All materials will be provided by the CONTRACTOR.

PART 3 - EXECUTION

3.01 Questions and Clarification:

All questions or clarification needed during all phases of the project shall be directed to Jimmy Duncan, Project ENGINEER, McGiffert and Associates, LLC.

END OF SECTION 01010

SECTION 01043 - PROJECT COORDINATION

Article	Contents	Page
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1.01 Scope	1
1.02 Construction Manager and Superintendent	1
1.03 Project Schedules	1
1.04 Coordination With Other Contractors	1
1.05 Submittals	1
1.06 Measurement and Payment	1
PART 2 - MATERIALS	2
2.01 Storage	2
PART 3 - EXECUTION	2

SECTION 01043 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 Scope:

This section outlines the minimum required procedures for coordination of the proposed expansion.

1.02 Construction Manager and Superintendent:

The CONTRACTOR shall employ or appoint a designated well qualified and experienced Construction Manager and a Superintendent for the duration of the project. The Construction Manager and Superintendent shall both be designated in writing to the OWNER within fourteen (14) days following the Notice of Award. The designated Construction Manager shall be the point of contact for the PROJECT ENGINEER and his RESIDENT OBSERVER for the duration of the contract.

1.03 Project Schedules:

- A. CONTRACTOR shall submit schedule in accordance with the City of Tuscaloosa contract as per Section H, Page 30.
- B. Each CONTRACTOR shall submit, acceptable to the OWNER, a proposed schedule for the project. The schedule shall be delivered to the OWNER, through the PROJECT ENGINEER, no later than fourteen (14) days following the Notice of Award. Revised acceptable Project Progress Schedules shall be submitted by the CONTRACTOR at intervals of no less than 30 days during the duration of the contract and when specifically requested by the OWNER. The project schedule shall include as a minimum: order of significant items, delivery of pipe and appurtenances, and their components, pipe laying and installation of pipeline components, interconnections, bores, testing, and clean-up.
- C. The CONTRACTOR shall give a detailed listing of crews including the name of the major foreman of each crew as a part of the schedule.
- D. The critical items of the project shall be included as part of the schedule. Omission of items in scheduling or the failure of the CONTRACTOR to identify and schedule critical items shall not be justification for extension of contract time.

1.04 Coordination with Other Contractors:

The CONTRACTOR shall schedule, coordinate, and cooperate with any other Contractor or agent employed by the OWNER or other Contractors working on the project.

1.05 Submittals:

Submittals shall be delivered to the OWNER, through the PROJECT ENGINEER in accordance with Section 01301 no later than fourteen (14) days following the Notice of Award. Due to the critical time factor of the project, the CONTRACTOR shall require that all manufacturers carefully prepare their submittals and indicate all details needed to confirm compliance with the Contract Documents. The CONTRACTOR shall carefully check and coordinate every submittal prior to sending it.

1.06 Measurement and Payment:

No separate payment shall be made for Project Coordination as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

PART 2 - MATERIALS

2.01 Storage:

The CONTRACTOR shall acquire a suitable storage facility for the storage of all materials. It shall be the sole responsibility of the CONTRACTOR to secure all storage of materials whether onsite or offsite. Storage areas shall be accessible to ENGINEER or his RESIDENT OBSERVER at all times. No materials shall be stored on State or County rights-of-way. Storage shall be in accordance with the manufacturer's requirements, and as per City of Tuscaloosa contract requires as per Section D, Page 28.

PART 3 - EXECUTION

Not Used

END OF SECTION 01043

SECTION 01060 - REGULATORY AND SAFETY EQUIPMENT

Contents

Article	Page
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1.02 Protection of Existing Utilities.....	1
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1.04 Protection of Air Quality.....	2
1.05 Traffic Control Devices.....	2
1.06 Safety.....	2
1.07 Payment.....	2

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PART 2 - MATERIALS

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PART 3 - EXECUTION

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SECTION 01043 - PROJECT COORDINATION

Contents

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PART 3 - EXECUTION.....	2

SECTION 01043 - PROJECT COORDINATION

PART 1 - GENERAL

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PART 2 - MATERIALS

2.01 Storage:

The CONTRACTOR shall acquire a suitable storage facility for the storage of all materials. It shall be the sole responsibility of the CONTRACTOR to secure all storage of materials whether onsite or offsite. Storage areas shall be accessible to ENGINEER or his RESIDENT OBSERVER at all times. No materials shall be stored on State or County rights-of-way. Storage shall be in accordance with the manufacturer's requirements, and as per City of Tuscaloosa contract requires as per Section D, Page 28.

PART 3 - EXECUTION

Not Used

END OF SECTION 01043

SECTION 01060 - REGULATORY AND SAFETY EQUIPMENT

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SECTION 01060 - REGULATORY AND SAFETY EQUIPMENT

PART 1 - GENERAL

1.01 Scope:

The CONTRACTOR shall maintain all work areas within or outside the project boundaries free of environmental pollution, abide by all applicable regulations set forth by Federal, State and Local authorities, and provide a safe work area for workers and the general public.

1.02 Protection of Existing Utilities:

- A. The CONTRACTOR shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the work.
- B. 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.
- C. The CONTRACTOR shall notify utility owners that are affected during construction 48-hours in advance of the construction operation.
- D. The CONTRACTOR shall cooperate fully and coordinate with all utility owners in the event of interruption of service to the utility.
- E. The CONTRACTOR shall maintain all storm sewers, drains and/or ditches so that flow is not disturbed.
- F. The CONTRACTOR shall protect storm drains, inlets and/or ditches, lawns, landscaping and other facilities, from damage during the testing, and flushing.
- G. The locations of existing underground and overhead utilities on the plans are shown in an approximate way only. The CONTRACTOR shall determine the exact location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all underground or overhead utilities. The CONTRACTOR shall include the cost for locating, uncovering, and protecting underground and overhead utilities in with the price bid for the various other items of work.

1.03 Protection and Access to Public and Private Rights-of-Way:

- A. The CONTRACTOR shall provide and maintain access to all public and private properties at all times. 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.
- B. All driveways shall be protected and access maintained by the CONTRACTOR during the construction phase.
- C. The CONTRACTOR shall be responsible for any damage caused by his operations to existing yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the CONTRACTOR'S expense.

1.04 Protection of Air Quality:

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.

1.05 Traffic Control Devices:

- A. The CONTRACTOR shall provide and maintain, in service at all times, traffic control devices, barricades, cones, flagmen, etc. as appropriate or necessary and/or required by State and Local authorities. All traffic control shall as a minimum be in compliance with the National Manual On Uniform Traffic Control Devices (MUTCD) latest edition.
- B. The CONTRACTOR shall protect the public by adequate fencing, lighting, and/or flagging the construction work zone.

1.06 Safety:

- A. 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.
- B. 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.
- C. 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.

1.07 Payment:

No separate payments shall be made for Regulatory and Safety Requirements as costs for this item of work shall be incorporated in the various unit pricing of the work.

END OF SECTION 01060

SECTION 01301 - SUBMITTALS

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SECTION 01301 - SUBMITTALS

PART 1 - GENERAL

1.01 Scope:

This section of specifications covers the General Requirements for the preparation and assembly of submittals during the progress of the work. The CONTRACTOR'S attention is called to the General Conditions and to the individual sections of specifications pertaining to the items of work. Any questions concerning the submittal process should be directed to the ENGINEER.

1.02 Administrative Submittals:

- A. All administrative submittals required in the Bid Documents, General Conditions, Supplemental Conditions, or Technical Specifications shall be provided by the CONTRACTOR. These submittals include but are not limited to payrolls, construction schedules, EEO documentation, etc. (If required).
- B. All permits to Federal, State or Local authorities shall be submitted promptly by the CONTRACTOR.
- C. The CONTRACTOR shall submit on a daily basis the number of persons employed in the construction process, both CONTRACTOR and subcontractor personnel, their classification, equipment used during the day, equipment added or deleted from the jobsite and the amount of work accomplished in each classification of work performed that day.

1.03 Technical Submittals:

- A. Completely identify each submittal and resubmittal by showing at least the following information.
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name of project as it appears in the bid documents.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Whether this is an original submittal or resubmittal.
- B. Prior to submittal for ENGINEER'S review, use all means necessary to fully coordinate all material, including, but not limited to, the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Contract Documents.
 - 5. Certify that the submittal complies with specifications except as noted, specifically in the transmittal letter memo of the submittal. Exceptions shall not be allowed without specific written authorization from the ENGINEER.

- C. **Grouping of Submittals:** Unless otherwise specifically permitted by the ENGINEER, make all submittals in groups containing all associated items; the ENGINEER may reject partial submittals as not complying with the provisions of the Contract Documents.
- D. **General:** Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- E. In scheduling, allow at least ten full working days for the ENGINEER's review following his receipt of the submittal or resubmittal. Cost of delays occasioned by tardiness of submittals may be backcharged to the CONTRACTOR as necessary and shall not be borne by the OWNER, ENGINEER or his representative.

1.04 Substitutions:

- A. **ENGINEER's Approval Required:** The Contract is based on materials, equipment, and methods described in the Contract Documents:
 - 1. The ENGINEER will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the ENGINEER to evaluate the proposed substitution. The base bid shall meet the specifications and brand names listed herein. The ENGINEER, at his option, may evaluate alternative equipment and corresponding deducts after bidding.
 - 2. Do not substitute materials, equipment, or methods unless such substitution has been specifically accepted, in writing, for this work by the ENGINEER.
- B. **Or Equal:** Where the phrase "or equal" or "or equal as approved by the ENGINEER" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the ENGINEER unless the item has been specifically accepted, in writing, for this work by the ENGINEER. The decision of the ENGINEER shall be final.

1.05 Shop Drawings:

A. Scale Required:

Unless otherwise specifically directed by the ENGINEER, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

B. Type of Prints Required:

Unless otherwise specifically directed by the ENGINEER, make all Shop Drawing prints in blue or black line on white background.

1.06 Copies Required:

In general, unless directed otherwise by the ENGINEER, the CONTRACTOR's submittals shall be in sufficient quantities to allow four (4) copies to be retained by the ENGINEER.

1.07 Work Performed Prior to Submittal Acceptance:

Any and all work performed by the CONTRACTOR prior to submittal review shall be at the CONTRACTOR'S risk. No payment shall be made on items prior to a reviewed submittal.

1.08 Measurement and Payment:

No separate payment shall be made for Submittals as cost of this item of work shall be incorporated in the various unit pricing of the work.

END OF SECTION 01301

SECTION 01501 - TEMPORARY FACILITIES AND CONTROLS

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SECTION 01501 - TEMPORARY FACILITIES AND CONTROLS

1.01 General:

- A. Temporary facilities and controls required for this Work include, but are not necessarily limited to:
 - 1. Temporary utilities such as gas, water, electricity, and telephone;
 - 2. Field offices and sheds;
 - 3. Sanitary facilities;
 - 4. Enclosures such as tarpaulins, barricades and canopies;
 - 5. Project signs
 - 6. Fencing of the construction area;
 - 7. Access or Haul Roads.

1.02 Temporary Utilities:

- A. The CONTRACTOR shall provide and pay all costs associated with the furnishing, installing, maintaining and removal of all temporary utilities.
- B. Temporary utilities shall be in strict compliance with all federal, state and local codes and meet all safety requirements specified by OSHA or as necessary for good safety practice.

1.03 Field Offices and Other Facilities:

- A. The CONTRACTOR shall provide, maintain and remove as required field offices, sheds, and storage areas as needed in the work.
- B. The CONTRACTOR shall maintain such areas free of trash and debris, and stored materials shall be kept in a neat and orderly fashion.
- C. The CONTRACTOR shall provide fencing and other materials as necessary for the proper protection of stored materials.
- D. No sidewalk, private property, or right-of-way shall be used for storage of CONTRACTORS equipment or materials unless a written authorization is obtained from the legal owner. A copy of the written authorization shall be provided to the OWNER before progress payment is requested, if a conflict arises and requested by the OWNER.
- E. After completion of construction, the CONTRACTOR shall remove all fencing, excess construction materials, etc. from private property, sidewalks and such and obtain a written release from the legal owner of the property.

1.04 Sanitary Facilities:

The CONTRACTOR shall provide, maintain, and remove, as required, sanitary facilities for use by his employees, and subcontractor employees and comply with the regulations of state and local health department regulations and as directed by the ENGINEER. However, the ENGINEER shall be under no obligation to direct the CONTRACTOR.

1.05 Water for Testing:

- A. The OWNER will provide water for use during the flushing and testing process. The CONTRACTOR shall provide all test apparatus. The CONTRACTOR shall be responsible for water used for any other items of work other than flushing and testing along with any associated fees and/or permits for the water.
- B. The CONTRACTOR shall be responsible for the disposal of water used during this phase. Any damage including, but not limited to, yards, paving, existing storm drains, ditches, or any other facility, etc., shall be repaired at the CONTRACTOR's expense.
- C. Operation of existing valves and appurtenances shall be performed by the OWNER'S personnel only. The CONTRACTOR shall schedule with the OWNER, through the project ENGINEER or his RESIDENT OBSERVER, any need for these services.

1.06 Safety:

The CONTRACTOR shall be solely and completely responsible for safety. Neither the OWNER nor ENGINEER shall be responsible for safety. The CONTRACTOR shall take whatever actions, provisions, and methods that may be appropriate for safety and for the protection of all persons.

1.07 Payment:

No separate payment shall be made for Temporary Facilities and Controls as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

END OF SECTION 01501

SECTION 01701 - CONTRACT CLOSEOUT

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SECTION 01701 - CONTRACT CLOSEOUT

1.01 General:

This Section of Specifications outlines the general procedures to be followed for the closeout of all Contracts.

1.02 Substantial Completion:

- A. The substantial completion date for each portion of work shall be as established by the General Conditions and the Contract.
- B. The CONTRACTOR should be aware that the OWNER may desire to place portions of the work into service prior to completion of the Contract.

1.03 Final Inspection:

- A. Upon final cleaning and written notice from the CONTRACTOR that the work is completed, the ENGINEER will make a preliminary inspection with the OWNER and CONTRACTOR present. Upon completion of the preliminary inspection, the ENGINEER will notify in writing any defective or incomplete work revealed by the inspection.
- B. Upon receiving notification from the ENGINEER, the CONTRACTOR shall immediately proceed to remedy all punch list items to the satisfaction of the OWNER. Remedy of items does not release the CONTRACTOR from warranty as otherwise specified.
- C. The CONTRACTOR shall inform the ENGINEER in writing that he has completed or corrected all punch list items, and desires final inspection. The ENGINEER, in the presence of the OWNER and CONTRACTOR, shall make a final inspection of the project.
- D. Should the ENGINEER find all work to be satisfactory, the CONTRACTOR may make application for final payment in accordance with the General Conditions of the Contract. Should the ENGINEER find deficiencies in the work, the ENGINEER will inform the CONTRACTOR and deny any request for final payment until such deficiencies are corrected to the satisfaction of the OWNER and ENGINEER.

1.04 Final Submittals:

- A. The Contract shall not be finalized and final payment shall be withheld until all submittals, shop drawings, as-built drawings, keys, etc. are submitted to the ENGINEER.
- B. All guarantees, bonds, affidavits, releases shall be finalized and satisfactorily submitted to the ENGINEER before final payment is made.
- C. Final payment shall be withheld until satisfactory evidence of release of all liens and claims against the CONTRACTOR have been submitted to the ENGINEER.
- D. Final payment shall be withheld until thirty (30) days after Advertisement of Completion and until satisfactory Proof of Advertisement has been submitted to the ENGINEER. The Legal Advertisement of Completion shall be run for four (4) consecutive weeks in the local newspaper. Form of Advertisement shall be as approved by the Engineer.

1.05 Measurement and Payment:

No separate payment shall be made for Contract Closeout as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

END OF SECTION 01701

SECTION 01800 - CLEANING AND MAINTENANCE

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SECTION 01800 - CLEANING AND MAINTENANCE

1.01 General:

- A. This section covers the work necessary for cleaning during construction and final cleaning on completion of the work.
- B. At all times maintain areas affected by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by or related to construction operations.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Do not burn or bury rubbish and waste materials on project site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams of waterways.
- D. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- E. Use cleaning materials only on surfaces recommended by cleaning material manufacturers.

1.02 Cleaning During Construction:

- A. During execution of work, clean site, streets, gutters, and public properties and dispose of waste materials, dirt, dust, mud, debris, and rubbish, etc. to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish.
- D. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed and semi-exposed surfaces.
- E. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces.

1.03 Final Cleaning:

- A. At the completion of work on all contracts and prior to final inspection, the CONTRACTOR shall clean the entire project of all construction debris, materials, etc., from the work area and any other areas affected by the work. The areas shall be cleared and restored to as good or better than original condition.
- B. Should the CONTRACTOR not remove rubbish or debris from the site as specified above, the OWNER reserves the right to have the cleaning done at the expense of the CONTRACTOR. However, the OWNER shall be under no obligation to do so.
- C. Repair, patch, and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Remove from the OWNER'S property all temporary structures and all materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work. See Section TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES.

1.04 Payment:

No separate payment shall be made for Maintenance and Cleaning as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

END OF SECTION 01800

SECTION 02220 - STORMWATER MONITORING AND TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.01 Stormwater Permit and Monitoring:

- A. The CONTRACTOR shall obtain a National Pollutant Discharge Elimination System (NPDES) General Permit Number ALR100000 (Stormwater Permit) from the Alabama Department of Environmental Management (ADEM) for discharges associated with regulated construction activity that will result in land disturbance equal to or greater than one acre. The CONTRACTOR shall strictly adhere to all requirements of the Stormwater Permit. Particular attention is directed to parts of the permit regarding inspections, sampling, monitoring, Construction Best Management Practices Plan, and Spill Prevention Control and Counter Measure Plan. McGiffert and Associates, LLC, at the expense of the Owner, will prepare the NPDES permit and associated supporting documents for the CONTRACTOR to execute.
- B. The erosion control plan included with the Contract Documents shall be interpreted as minimum requirements and not considered as all that is necessary for controlling erosion and sedimentation on the project. The CONTRACTOR shall be responsible for adding or supplementing any additional items or techniques as necessary depending on type and sequence of work being performed on the project. The OWNER reserves the right to require additional items as deemed necessary by the qualified credential professional based on the required inspections at no additional costs to the project.
- C. The CONTRACTOR shall utilize erosion control techniques on all areas of the project to prevent sedimentation from leaving the project area. He shall install and maintain the necessary BMPs to prevent sedimentation and other pollutants from leaving the project area or entering "Waters of the State". Erosion control measures shall be implemented as shown on the Standard Details included in the contract documents and shall meet or exceed the requirements of Section 665.02 of Alabama Department of Transportation Specifications, Latest Edition and the *Alabama Handbook for Erosion Control, Sediment Control, And Stormwater Management On Construction Sites and Urban Areas* (Latest Edition).
- D. McGiffert and Associates, LLC, on behalf of the OWNER, will provide stormwater inspections and reports for the project as outlined in Part III.G of the Stormwater Permit. The CONTRACTOR shall review, sign, and return inspection reports provided by the OWNER to McGiffert and Associates, LLC for record retention as required by Part IV.J of the Stormwater Permit to be made available for review by the Alabama Department of Environmental Management.
- E. The CONTRACTOR is responsible for his operations that may require monitoring oil & grease, etc. as outlined in ADEM Administrative Code Chapter 335-6-6-.12 (r) as noted in Part III.E of the Stormwater Permit.
- F. The CONTRACTOR will be furnished a Stormwater Permit registration package when the contract is awarded. The Stormwater Permit registration package will include the following:
1. Typical transmittal letter to the Alabama Department of Environmental Management.
 2. Notice of Intent filled out with project information.
 3. Project area map.
 4. Construction Best Management Practices Plan (CBMPP)

- G. The CONTRACTOR shall return the following items to McGiffert and Associates, LLC for submittal to the Alabama Department of Environmental Management within five (5) working days of the receipt of the Stormwater Permit registration package provided by the OWNER:
1. The stormwater permit Notice of Intent and CBMPP both signed by the responsible official.
 2. Check made payable to: Alabama Department of Environmental Management, in the amount of \$1,155.00 for the permit registration fee. The cost for this permit registration fee shall be incidental to cost of the project.

1.02 Payment:

- A. Individual erosion control items shall be paid for at the unit prices as shown in the bid schedule.
- B. Monthly inspections will be provided by the OWNER. Other monitoring, as required by the permit for fuel tanks, oil and grease, fertilizers, etc. shall be the CONTRACTOR'S responsibility and shall be incidental to the project.
- C. No separate payment shall be made for adhering to all requirements of the Stormwater Permit. All such items, including all maintenance, installation, removal, etc. shall be the CONTRACTOR'S responsibility and shall be incidental to the cost of the project.
- D. The CONTRACTOR shall be responsible for all costs associated with any enforcement actions and penalties associated with all non-compliant issues.

PART 2 - MATERIALS

2.01 Erosion Control Materials:

Materials used for erosion control measures shall be in accordance with the Standard Details included in the contract documents and shall meet or exceed Section 665.02 of Alabama Department of Transportation Specifications, Latest Edition and the *Alabama Handbook For Erosion Control, Sediment Control, And Stormwater Management On Construction Sites and Urban Areas* (Latest Edition) in order to accomplish erosion control.

PART 3 - EXECUTION

3.01 Erosion Control Measures:

- A. Erosion control measures shall be performed on all disturbed area in accordance with the Standard Details included in the contract documents and shall meet or exceed Section 665.02 of Alabama Department of Transportation Specifications, Latest Edition and the *Alabama Handbook For Erosion Control, Sediment Control, And Stormwater Management On Construction Sites and Urban Areas* (Latest Edition). The CONTRACTOR will perform all erosion control measures necessary to prevent silt and soil from tracking/accumulating on driveways, roads, or other surfaces, leaving the construction area, and entering private property, entering storm drains/inlets, or the "Waters of the State".
- B. Erosion control measures shall be maintained by the CONTRACTOR until the project area is permanently stabilized. 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.

- C. The CONTRACTOR shall be totally responsible for all erosion and sedimentation control on the project until the permit has been transferred or all areas are stabilized permanently as required by the Stormwater Permit and the permit is terminated.
- D. The CONTRACTOR shall be responsible for ensuring that all BMPs are properly implemented/maintained at all times during the project and specifically prior to any anticipated rain events. Maintenance, installation, etc. shall be of utmost importance prior to all anticipated rain events. The CONTRACTOR shall promptly repair, maintain, supplement erosion control items prior to and immediately after all rain events, and shall immediately clean up and remove any silt from all BMPs and/or areas where sediment has discharged from the project area at no additional costs to the project.
- E. All fines, associated costs, penalties, or legal action resulting from improper or negligent erosion control practices as required by the regulatory requirements of ADEM, EPA, and local government ordinances shall be the responsibility of the CONTRACTOR.

END OF SECTION 02220

SECTION 02242 - DEMOLITION, CLEARING AND GRUBBING

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SECTION 02242 - DEMOLITION, CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 Scope:

- A. The work under this section shall consist of clearing, grubbing, demolition and removal of all vegetation, debris, and structures from within the project area necessary to perform all items of work as shown on plans and set forth in the Specifications.
- B. All labor, materials, equipment, tools and services required to perform work under this section shall be furnished and performed in compliance with the Specifications.

1.02 Related Sections:

- A. Section 02240 - Storm Water Management and Temporary Erosion Control

1.03 Unit Prices:

Payment for Demolition, Clearing and Grubbing work shall be per the Unit Price Schedule.

PART 2 - PRODUCTS:

2.01 Materials:

A. Clearing:

1. The area within the construction limits shall be cleared of all surface objects and all trees, stumps, roots, and other objectionable obstructions resting or protruding through the surface of the original ground not designated to be retained.

B. Grubbing:

1. Areas within the construction limits shall be grubbed of all objectionable matter on or projecting through the ground surface.

C. Disposal:

1. Burning of perishable debris will not be allowed onsite.
2. Only such property may be salvaged by the CONTRACTOR as is directed by the ENGINEER and in the event of any doubt respecting the ownership of any particular property, the CONTRACTOR shall request from the ENGINEER a written statement respecting its ownership.
3. All excess material shall be disposed of off-site at a location of the CONTRACTOR'S choice.
4. All salvage becomes the property of the CONTRACTOR, but storage of such materials and equipment on the project area will not be permitted except for the duration of the Contract and such storage shall at no time interfere with activities of the OWNER or of other CONTRACTORS.

5. Removal and proper disposal of all abandoned sidewalks, pipes, culverts, pavement, structures and appurtenances that require removing to complete construction as shown on the plans and set forth in the Specifications shall be included in the clearing, grubbing, and demolition pay item.
6. Material and debris removed from the project shall be disposed of in a manner acceptable to the ENGINEER. Indiscriminate dumping of these materials on abutting property with or without the OWNERS consent will not be considered satisfactory disposal. The CONTRACTOR must comply with all local, State and Federal laws and ordinances pertaining to the type of material being disposed of.
7. CONTRACTOR will be responsible for coordinating with the respected utility companies for capping of all abandoned utilities.

END OF SECTION 02242

SECTION 02246 – ROADWAY AND PARKING LOT CONSTRUCTION

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SECTION 02246 - ROADWAY AND PARKING LOT CONSTRUCTION

PART 1 - GENERAL

1.01 Scope:

The work under this section shall cover the construction of all streets and parking facilities shown on plans. The work shall include, but is not limited to, unclassified excavation, embankment, under-cut, rock excavation, roadbed processing, and base course.

1.02 Related Sections:

- A. Section 02240 – Storm Water Management and Temporary Erosion Control.
- B. Section 02242 – Demolition, Clearing and Grubbing.
- C. Section 02500 – Asphalt Paving.

1.03 Payment:

Payment for Roadway and Parking Lot Construction shall be per the Unit Price Schedule.

1.04 References:

- A. ALDOT Standard Specifications for Highway Construction, latest ed. are hereby incorporated by reference.
- B. ALDOT Special and Standard Highway Drawings.
- C. National Manual on Uniform Traffic Control Devices latest edition.

1.05 Construction Staking:

All construction staking shall be performed by the ENGINEER.

1.06 Bench Marks and Monuments:

- A. All bench marks, control monuments and stakes, whether newly established by the ENGINEER or previously existing, shall be carefully maintained and protected from damage or dislocation.
- B. If any discrepancies are found by the ENGINEER between the drawings and actual conditions at the site, the ENGINEER reserves the right to make such minor adjustments in work specified hereunder as are necessary to accomplish the intent of the Contract Documents, without increased cost to OWNER.

1.07 Soil Tests, Compaction and Inspection:

- A. A soil testing laboratory shall be employed by the OWNER to perform compaction tests and/or any other materials testing that he may deem necessary.
- B. All testing referred to herein shall be paid for by the OWNER. Where tests fail to certify required limits, the cost of subsequent retesting shall be borne by the CONTRACTOR.
- C. The Resident Observer (s) shall be employees of the engineering firm of McGiffert and Associates, LLC.

C. The Resident Observer (s) shall be employees of the engineering firm of McGiffert and Associates, LLC.

D. Acceptance of Roadway and Parking Facilities:

1. The final inspection of the streets will be made by representatives of the ENGINEER and OWNER.

PART 2 - PRODUCTS:

2.01 Materials:

A. Unclassified Excavation:

1. Unclassified Excavation shall include necessary stripping excavation, roadbed excavation and approved undercut excavation. Work shall include topsoil stockpiling and disposal of all unsuitable or undesirable material to off-site disposal areas. Material unsuitable for use in embankments shall include:

- Organic silts and silty clays
- Inorganic silts, elastic silts
- Inorganic clays of high plasticity
- Organic clays of medium to high plasticity
- Peat or other highly organic soils

2. All suitable on-site excavation that is performed as indicated by the contract drawings or directed by the Engineer may be recovered, processed and used as embankment fill and placed in the specified areas.

3. Areas exposed by excavation or stripping and on which sub-grade preparations are to be performed shall be scarified to a minimum depth of 6" and compacted to minimum of 98% of optimum density, in accordance with AASHTO T-99.

B. Embankment Fill:

1. The embankments shall be formed of satisfactory materials placed in successive horizontal layers of not more than 6 inches in loose thickness for the full width of the cross sections compacted to 98% Standard Proctor Density in accordance with AASHTO T-99, with moisture being $\pm 4\%$ of optimum.

2. All materials entering the embankment shall be free of organic matter such as leaves, grass, roots, and other objectionable material.

3. The material in each layer of fill shall be of the proper moisture content before rolling to obtain the required compaction. Wetting or drying of the material and manipulation when necessary to obtain a uniform moisture content throughout the layer will be required.

C. Undercut:

Undercut will be performed at all locations that unsuitable material is encountered. The ENGINEER shall determine areas and limits of undercut. The area and volume of undercut will be determined by the ENGINEER and reported on the daily inspection report maintained by the ENGINEER's on-site representative.

D. Rock Excavation:

1. Rock encountered during street excavation shall be removed across the total cross-section as shown in the construction plans for each street to be constructed in this phase; the rock shall be removed to one inch below the proposed finish sub-grade.
2. Rock can be removed by using a rock plow and D8 or larger dozer or by drilling and blasting methods used in rock excavation shall optional with the CONTRACTOR. If blasting method is used the CONTRACTOR shall conduct with due regard to the safety of persons and property in the vicinity of work and in strict conformity with all laws, ordinances, or regulations governing blasting and use of explosives. Rock excavation near existing structures of all types shall be conducted with the utmost care and precaution shall be taken to prevent damage to such structures. Any damage or injury of whatever nature to persons or property caused directly or indirectly by blasting operations shall be promptly repaired, repaved or compensated for by the CONTRACTOR at his expense and to the satisfaction of the persons injured or the owners of the property damaged.

E. Roadbed Processing (subgrade)

1. The graded roadbed and paved areas shall have been constructed to the elevation designated on the plans, below subgrade elevation in accordance with the requirements of 2.01A and 2.01B of this section.
2. The top six (6") inches of the entire width of both cuts and fills of the roadbed and paved areas shall be processed by thoroughly pulverizing, blending, and mixing the subgrade material until uniform in texture and appearance. In curb and gutter sections roadbed processing will be required to one (1') foot beyond the back of curb. In non curb and gutter sections roadbed processing will be required to one (1') foot beyond the edge of pavements.
3. Density requirements shall be in accordance to AASHTO T-99 and have an In-Place density of 98% standard proctor density. The moisture requirement at the time of the In-Place Density test shall be $\pm 4\%$ of the optimum moisture content as established by the Proctor Density Report.
4. The frequency of testing shall be, at a minimum, one (1) test per street or one (1) test per five hundred (500) linear feet of street, whichever is greater.

The frequency of testing shall be, at a minimum, one (1) test for every four thousand (4,000) square yards of paved area or a minimum of three (3) test, whichever is greater.

F. Base Course

1. Crushed Aggregate Base course shall be of material meeting the requirements as stated in Section 825 Type "B" Crushed Aggregate Base of the ALDOT Standard Specifications, latest edition.
2. Soil Aggregate Base course shall be of material meeting the requirements as stated in Section 823, Type "A" Soil Aggregate Base of the ALDOT Standard Specifications, latest ed.
3. A base of up to six (6") inch compacted thickness may be constructed in one layer. Unless otherwise shown on the plans, a base of over six (6") inches shall be constructed in approximately equal layers each of not over four (4") inches compacted thickness.
4. Compaction testing shall be performed in accordance to AASHTO T-99 and have an In-Place Density of 100% Standard Proctor Density. The moisture requirement at the time of the In-Place Density test shall be $\pm 2\%$ of the optimum moisture content as established by the Proctor Density Report.

5. The frequency of testing shall be, at a minimum, one (1) test per street or one (1) test per five hundred (500) linear feet of street, whichever is greater.
6. The frequency of testing shall be, at a maximum, one (1) test for every four thousand (4,000) square yards of paved area or a minimum of three (3), whichever is greater.

G. Topsoil Replacement

1. After all excavation, concrete curb and gutter and sidewalks have been completed and at the direction of the ENGINEER, topsoil shall be replaced on all excavated or filled areas so designated to a depth of four (4) inches.
2. In the event adequate topsoil has not been stockpiled by the CONTRACTOR, the CONTRACTOR shall provide top soil from an off site source, approved by the ENGINEER. No extra pay shall be made for top soil obtained from off site.

H. Curb and Gutter and Sidewalks

1. All curbs, gutters and sidewalk shall be constructed of Class A, Type 2 mix with standard forms and Class C Type 4 mix with curbing machines in accordance with the Master Proportion Table of Section 501.02 of the ALDOT Standard Specifications latest ed.
2. Machine laid curb and gutters may be used at the CONTRACTOR'S option. Machine placement must produce curb and gutters to require cross-section, lines, grades, finish, and jointing as specified for formed concrete.
3. All concrete mixes for curbs, gutter and sidewalks shall have a minimum 28 day PSI strength of 3000.

PART 3 - EXECUTION:

3.01 Soil Tests, Compaction and Inspection:

- A. A soil testing laboratory shall be employed by the OWNER to perform compaction test and/or any other materials testing that he may deem necessary.
- B. All testing referred to herein shall be paid for by the OWNER. Where tests fail to certify required limits, the cost of subsequent retesting shall be borne by the CONTRACTOR.
- C. The Resident Observer(s) shall be employees of the engineering firm of McGiffert and Associates, LLC.
- D. Acceptance of Roadway and Parking Facilities:
 1. The final inspection of the parking facility will be made by representatives of the OWNER and the ENGINEER.

END OF SECTION 02246

SECTION 02247 – SITE CONSTRUCTION

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SECTION 02247 - SITE CONSTRUCTION

PART 1 - GENERAL

1.01 Scope:

The work under this section shall cover the construction of building pads, all streets and parking facilities shown on plans. The work shall include, but is not limited to, unclassified excavation, embankment, under-cut, rock excavation, roadbed processing, and base course.

1.02 Related Sections:

- A. Section 02240 – Storm Water Management and Temporary Erosion Control.
- B. Section 02500 – Asphalt Paving

1.03 Payment:

Payment shall be per the Unit Price Schedule.

1.04 References:

- A. ALDOT Standard Specifications for Highway Construction, latest edition are hereby incorporated by reference.
- B. ALDOT Special and Standard Highway Drawings.
- C. National Manual on Uniform Traffic Control Devices, latest edition.

1.05 Construction Staking:

Control construction staking shall be the responsibility of the ENGINEER. The CONTRACTOR shall exercise due care to preserve stakes and destroy them only at the direction of the ENGINEER.

1.06 Bench Marks and Monuments:

- A. All bench marks, control monuments and stakes, whether newly established by the ENGINEER or previously existing, shall be carefully maintained and protected from damage or dislocation.
- B. If any discrepancies are found by the ENGINEER between the drawings and actual conditions at the site, the ENGINEER reserves the right to make such minor adjustments in work specified hereunder as are necessary to accomplish the intent of the Contract Documents, without increased cost to OWNER.

1.07 Soil Tests, Compaction and Inspection:

- A. A soil testing laboratory shall be employed by the OWNER to perform compaction tests and/or any other materials testing that he may deem necessary.
- B. All testing referred to herein shall be paid for by the OWNER. Where tests fail to certify required limits, the cost of subsequent retesting shall be borne by the CONTRACTOR.

C. The RESIDENT OBSERVER(S) shall be a designated employee of the ENGINEER.

D. Acceptance of Roadway and Parking Facilities:

1. The final inspection of the streets will be made by representatives of the OWNER, and local transportation officials.

PART 2 - PRODUCTS:

2.01 Materials:

A. Unclassified Excavation:

1. Unclassified Excavation shall include necessary stripping excavation, roadbed excavation and approved undercut excavation. Work shall include topsoil stockpiling and disposal of all unsuitable or undesirable material to off-site disposal areas. Material unsuitable for use in embankments shall include:
 - Organic silts
 - Organic clays of medium to high plasticity
 - Peat or other highly organic soils
2. All suitable on-site excavation that is performed as indicated by the contract drawings or directed by the Engineer may be recovered, processed and used as embankment fill and placed in the specified areas.
3. Areas exposed by excavation or stripping and on which sub-grade preparations are to be performed shall be scarified to a minimum depth of 6" and compacted to minimum of 98% of optimum density, in accordance with AASHTO T-99.
4. Unclassified excavation shall include any over-excavation of subgrade in the roadways, parking lots, building pads, and other structural areas as required by the Owner's Engineer. Any over-excavation required is considered unclassified excavation and the Contractor shall receive compensation as per the unit price bid for unclassified excavation.

B. Embankment Fill:

1. All materials entering the embankment shall be free of organic matter such as leaves, grass, roots, and other objectionable material.
2. Embankment fill materials may consist of site soils which are classified as A-4 or better, based on the AASHTO soil classification system. Sloped surfaces steeper than 1 vertical to 4 horizontal must be plowed, stepped or benched so that the fill material will bond with the existing strata. No fill materials should be placed on surfaces that are muddy, frozen or that contain frost. If off-site embankment borrow is required, the materials should consist of soils classified as A-4 or better, based on the AASHTO soil classification system.
3. The embankments shall be formed of satisfactory materials placed in successive horizontal layers of not more than 8 inches in loose thickness for the full width of the cross sections. Embankment fill shall be compacted to 98% standard proctor density in accordance with AASHTO T-99. Embankment fills shall be moistened or aerated to $\pm 3\%$ of optimum moisture as determined by AASHTO T-99 before compaction.

4. The material in each layer of fill shall be of the proper moisture content before rolling to obtain the required compaction. Wetting or drying of the material and manipulation when necessary to obtain a uniform moisture content throughout the layer may be required.

C. Undercut:

Undercut will be performed at all locations that unsuitable material is encountered. The RESIDENT OBSERVER(S) shall determine areas and limits of undercut. The Resident Observer shall be notified immediately if unsuitable material is encountered.

D. Rock Excavation:

1. Rock encountered during street excavation shall be removed across the total cross-section as shown in the construction plans for each street to be constructed in this phase; the rock shall be removed to one inch below the proposed finish sub-grade.
2. Rock can be removed by using a rock plow and D8 or larger dozer or by drilling. Blasting shall not be permitted.

E. Topsoil Replacement

1. After all excavation, concrete curb and gutter and sidewalks have been completed and at the direction of the ENGINEER, topsoil shall be replaced on all excavated or filled areas so designated to a depth of four (4) inches.
2. In the event adequate topsoil has not been stockpiled by the CONTRACTOR, the CONTRACTOR shall provide top soil from an off site source, approved by the ENGINEER. No extra pay shall be made for top soil obtained from off site.

• PART 3 - EXECUTION:

3.01 Soil Tests, Compaction and Inspection:

- A. A soil testing laboratory shall be employed by the OWNER to perform compaction test and/or any other materials testing that he may deem necessary.
- B. All testing referred to herein shall be paid for by the OWNER. Where tests fail to certify required limits, the cost of subsequent retesting shall be borne by the CONTRACTOR.
- C. The frequency of testing shall be, at a minimum, one (1) test per 4,000 s.f. of fill area.
- D. The RESIDENT OBSERVER(S) shall be a designated employee of the ENGINEER.
- E. Acceptance of Roadway and Parking Facilities:
 1. The final inspection of the parking facility will be made by representatives of the OWNER, the ENGINEER, and local transportation officials.

END OF SECTION 02247

SECTION 02249 – TRENCHING, BACKFILL AND COMPACTION FOR UTILITY TRENCHES

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SECTION 02249 - TRENCHING, BACKFILL AND COMPACTION
FOR UTILITY TRENCHES

PART 1 - GENERAL

1.01 Summary:

This Section of Specifications deals with the requirements for Trenching, Backfill, and Compaction for waterlines, storm sewers, sanitary sewer, gas mains, duct banks, and other pipelines or duct banks.

1.02 Products Installed But Not Furnished Under This Section:

- A. PVC Pipe and Fittings
- B. Reinforced Concrete Pipe for Storm Sewers
- C. Pipe and Fittings for Hot/Chilled Water Mains.

1.03 Related Sections:

- A. Section 02433 – Storm Sewer
- B. Section 02661 – Gravity Sanitary Sewer System

1.04 Payment:

No separate payment shall be made for Trenching, Backfill, and Compaction as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

1.05 Referenced:

- A. U.S. Department of Labor, Occupational Safety and Health Administration.
- B. Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition.

1.06 Project Conditions:

Environmental Requirements:

1. The CONTRACTOR shall maintain all drainage ways, gutters, etc., at all times. Any eroded or washed material that enters pipes, ditches, or streams shall be removed by the CONTRACTOR at his own expense.
2. The CONTRACTOR shall provide erosion control as required to protect from damage to surrounding and downstream areas.
3. All areas damaged as a result of erosion shall be repaired to a condition equal or better than the condition prior to construction, as determined by the OWNER'S Representative.

PART 2 - PRODUCTS

2.01 Materials:

A. Select Backfill:

Select backfill where specified or required shall be crushed limestone. Crushed limestone shall meet or exceed the requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, Section 801, No. 57. Where deemed appropriate by the OWNER'S Representative, the CONTRACTOR shall utilize a different stone gradation, as specified by the OWNER'S Representative, at no additional cost to the OWNER.

B. Standard Backfill:

Standard backfill shall consist of native soils comprised of good earth, sand, or gravel free of large rocks, boulders, hard lump material, and other deleterious substances. Large Rocks shall be defined as any larger than 3 inches in diameter. No material of perishable, spongy, or otherwise unsuitable nature shall be used in backfilling unless approved by the OWNERS Representative. It is essential that the entire backfill operation be done in such a manner as to prevent voids in the backfill.

Native material shall be wind-rowed, disced, worked as necessary to achieve moisture contents necessary to achieve compaction as required for trenches. CONTRACTOR may elect to utilize off-site material to backfill trenches if so desired. All costs associated with such manipulation of native soils and / or excavation, removal, disposal, replacement with off-site material shall be incidental to the lump sum cost of the project.

C. Bedding:

1. Class "1" Bedding shall be ALDOT Section 801 No. 57 crushed limestone. Where deemed appropriate by the ENGINEER, the CONTRACTOR shall utilize a different stone gradation, as specified by the OWNER'S Representative, at no additional cost to the OWNER.
2. Class "2" Bedding shall be reinforced concrete 3000 psi design mix.
3. Class "3" Bedding shall be native soils free from large rocks, organic materials and other deleterious substances.
4. Class "4" bedding (for hot/chilled water mains) shall be sand or an approved select sandy soil material.

D. Trench Foundation:

Trench foundation shall be ALDOT 801 No. 1, No. 2, No. 4 or No. 57 crushed limestone as directed by the ENGINEER. This material shall only be used at the direction of the OWNER'S Representative.

2.02 Source Quality Control:

The CONTRACTOR shall supply gradation analysis for each type of crushed stone used, if requested by OWNER'S Representative.

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PART 3 - EXECUTION

3.01 Examination of Conditions:

The CONTRACTOR shall examine the area to be trenched and determine and verify his requirements for trenching.

3.02 Protection and Removals:

A. Fences:

All fences in conflict with the proposed construction shall be removed in a neat and workmanlike manner and then replaced immediately following construction operations. The CONTRACTOR shall protect the normally fenced property at all times when the fence is not in proper and normal services. Where materials removed are not suitable for reuse, they shall be replaced with new material of equal or better quality and construction. All fences shall be rebuilt to line, with posts well set, wires fastened with new staples or ties and well stretched. All corner and end posts shall be well braced and set a minimum of 30 inches in the ground.

B. Utility Poles, Guy Wires, Miscellaneous Poles, Etc.:

1. All utility poles, guy wires, sign posts and similar private obstructions which are indicated on the plans or existing on the ground shall be removed and replaced by the CONTRACTOR at his own expense. In the event street sign posts or signs are damaged or destroyed by the CONTRACTOR'S operations, they may be replaced by the OWNER at the CONTRACTOR'S expense.
2. When it is necessary to remove or adjust any utilities, representatives of the utilities involved shall be notified to decide the method and nature of work to be done. The CONTRACTOR shall make satisfactory arrangements with other utilities for the required removal or adjustments at the CONTRACTOR'S expense, unless otherwise specified.
3. The CONTRACTOR shall be held liable for damage, including negligent or willful damage to any other utility and shall pay for the cost of all necessary repairs and any damages resulting to public or private property resulting therefrom.
4. The CONTRACTOR shall take whatever means necessary to support sewer mains to their true line and grade when they are encountered during excavation. The pipe shall be supported so that no leakage will occur and under no circumstances will the CONTRACTOR be allowed to bypass raw sewage or allow raw sewage to leak into the trench. If a repair becomes necessary the CONTRACTOR shall use PVC pipe and fittings conforming to ASTM D3034, SDR 26 minimum. All couplings to existing pipe shall be manufactured couplings and all metal parts shall be stainless steel.

C. Plants and Trees:

1. Plants and trees shall not be removed unless indicated on the plans or directed by OWNER'S Representative. When plants and/or trees are to be removed and replaced, the following steps shall be followed:
 - a. Remove all trees, shrubs or plants which interfere with construction intact with root system and protect from drying during construction period.

- b. Replace plant to original location as soon as possible, taking care to insure that hole is large enough, and no damage is done to root system.
 - c. Fill hole with good topsoil and tamp lightly and firmly into place and water plant.
2. CONTRACTOR shall replace with like kind and size if any plant, tree, or shrub which is disturbed by construction and dies within one year of substantial completion at the CONTRACTOR'S expense.

D. Drives and Sidewalks:

1. The CONTRACTOR shall keep all drives and sidewalks open and accessible at all times.
2. All streets and public roads shall be kept open and accessible to emergency vehicles at all times.

E. Existing Underground Utilities:

The CONTRACTOR shall protect all existing utilities during the trenching operation. The CONTRACTOR shall cooperate fully with the utility's requests for temporary and permanent supports during the trenching operation and shall furnish and install supports at the CONTRACTOR'S expense.

3.03 Preparation:

A. Clearing and Grubbing:

1. Where clearing or partial clearing of the right-of-way or easements is necessary, such work shall be completed prior to trench excavation. Projecting materials such as trees, logs, brush, hedges, etc., shall be cut as near to the surface of the ground as possible, and all stumps and roots shall be grubbed out unless specifically stated otherwise. All materials so cleared and grubbed shall be removed from the site. In no case shall excavated materials be allowed to cover brush or trees prior to disposal.
2. The CONTRACTOR shall dispose of all cleared and grubbed materials. Unless otherwise specified, all merchantable timber cut from the area designated to be cleared shall become the property of the CONTRACTOR.
3. Burning will not be permitted on the project.
4. In no case shall any materials from clearing and grubbing operations be left on the project, or be pushed onto abutting private properties, or be buried in embankments or trenches on the project.
5. Existing trees or limbs over 2 inches in diameter shall not be cut unless they are within 7 feet of pipe centerline or specific permission is received from the OWNER. All limbs that are required to be removed shall be neatly cut and painted. No trees or brush shall be cleared or cut without prior approval of the OWNER'S Representative. The CONTRACTOR shall replace, at his own expense, any trees, shrubs, or plants which shall be damaged as a result of his operations, or which shall die within 1 year of final payment for the project.

B. Saw Cutting:

1. Prior to beginning the trenching operation in paved areas such as roads, drives, sidewalks and parking lots, all paving shall be saw cut to a minimum depth of 2 inches and a width as shown on trench details. If the saw cut lines are damaged prior to patching, the CONTRACTOR shall recut the lines prior to patching, if necessary, to have a smooth and neat patch. All paving materials shall be removed and disposed of at the CONTRACTOR'S expense prior to the trenching operation.
2. Prior to beginning the saw cutting, all traffic control devices, barricades, cones and permits required shall be obtained and in place.

C. Verification of Existing Utilities:

Prior to the excavation but after the saw cutting in paved areas, the CONTRACTOR shall unearth all known utilities and confirm the location and depth of such utility sufficiently far enough in advance to adjust the vertical or horizontal alignment of the pipeline if necessary.

3.04 Trench Construction:

- A. All excavations shall be made to the lines and grades as established by the drawings, and shall be open cut through whatever material encountered. The OWNER'S Representative may, if requested and deemed appropriate by the OWNER'S Representative, make changes in the trench alignment to avoid major obstructions, if such changes can be made within the easement or right-of-way without adversely affecting the intended function of the facility. In areas where soil conditions permit normal and safe excavation of the trench, the sides shall be cut as nearly vertical as possible from the bottom of the trench to a point at least 12 inches above the top of the pipe. The trench width shall conform to Table 2 of the AWWA C600 Specification, unless a wider trench is desired for safety or to allow the use of effective mechanical tamping equipment.
- B. The sides of the excavation shall be cut at such a slope that will prevent caving, and the trench shall be adequately supported and the safety of workers provided for as required by the most recent standards adopted by OSHA. Any sheeting or bracing used in areas of unsuitable material, or required to protect adjacent structures, property, workers, or the public, shall be left in place until the excavation has been backfilled to a sufficient depth to prevent caving. The CONTRACTOR is solely responsible for safety and shall take whatever action is necessary to protect his personnel, the general public, and others involved with the project.
- C. Materials deposited along open trenches shall be placed so as to avoid damage to the work or adjacent property, including sidewalks, curbs, gutters, etc. No material shall remain deposited in street sections after hours. Any excess material shall be promptly removed and disposed of (off-site, if necessary) immediately by the CONTRACTOR.
- D. Where select backfill is specified or required, all excavated materials shall be promptly removed and disposed of (off-site, if necessary) by the CONTRACTOR.
- E. Rock Excavation:
 1. Material which cannot be excavated with a backhoe having a bucket curling force rated at not less than 18,300 pounds (Caterpillar Model 215 or equivalent) shall be classified as trench rock. No rock blasting shall be allowed on the project.
 2. Rock encountered in trench excavation for pipe lines shall be removed for the over-all width of trench and to a depth of 12-inches below the bottom of the barrel of the pipe, if rock extends to such depth.

3. Where pipe lines are constructed on concrete cradles, rock shall be excavated to the bottom of the cradle as shown on the plans. When necessary to provide sufficient working space, rock shall be excavated to additional depth for bell holes.
4. After the OWNER'S Representative has inspected the completed excavation, the space below the ultimate pipe or structure grade shall be filled with an approved foundation material and compacted to the proper grade.
5. Rock excavation near existing structures of all types shall be conducted with the utmost care, and every precaution shall be taken to prevent damage to such structures. Any damage or injury of whatever nature to persons or property caused directly or indirectly by blasting operations shall be promptly repaired, replaced, or compensated for by the CONTRACTOR at his own expense and to the satisfaction of the persons injured or the OWNERS of the property damaged.

G. Dewatering:

1. The CONTRACTOR shall at all times provide and maintain the necessary equipment and means for removal of all water from excavated areas. All excavated areas shall be kept free of water while any work is in progress. Particular precautions shall be taken to prevent the displacement of structures or pipelines as a result of accumulated water.
2. Bedding material or pipe shall not be placed in wet or unstable trenches. Soil that cannot be properly dewatered shall be excavated and dry material tamped in place to such a depth as may be required to provide a firm trench bottom.
3. All water removed or diverted from excavations shall be disposed of in a manner which will prevent damage to adjacent property, existing drainage ways, or any flooding of streets or property. Disposal of trench water through the pipeline under construction shall not be allowed.

3.05 Bedding:

- A. All areas where bedding is not specifically called for or required by the OWNER'S Representative, the pipe shall be bedded in native soils. Bell holes shall be excavated so that the entire pipe length rests on firm soil.
- B. Areas undercut by the CONTRACTOR through negligence, or his convenience, shall be backfilled and tamped with approved materials at the expense of the CONTRACTOR. In paved areas, the backfill material shall be select backfill.
- C. Bedding shall meet the requirements of Section 2.1 of these specifications.

3.06 Backfilling and Compaction of Trenches:

- A. Backfilling shall not begin without the OWNER'S Representative approval. No backfilling operations shall occur unless the OWNER'S Representative is present at the backfilling operation or prior arrangements have been made.
- B. Backfilling To 6" Above Top Of Pipe:

Place trench backfill material at approximately the same rate along both sides of the pipe and compact by tamping in layers not to exceed eight inches loose fill up to six (6) inches above the top of the pipe. Compaction shall achieve 95% of standard proctor density with moisture contents necessary for achieving such compaction. The CONTRACTOR shall place the backfill to cradle the pipe so that the full length is

uniformly supported on firm bedding and the weight of the pipe and backfill is borne uniformly by the lower half of the pipe barrel. Special attention should be given to the backfilling and tamping procedures to insure that no voids or un-compacted areas occur beneath the pipe and that no settlement occurs after the backfilling operation is completed. The CONTRACTOR shall utilize whatever methods and equipment may be necessary to accomplish this. Where trench boxes, shoring, or other trenching procedures are utilized, the CONTRACTOR shall utilize the trench boxes, etc., in a safe manner and in compliance with OSHA standards and regulations to allow tamping to proceed continuously from the wall of the pipe to the native trench wall. It shall not be allowable to compact the lift while the trench box is contained in the lift, unless the entire width of each lift is re-compacted in lifts after the trench box is moved. In all cases, the trench width must be sufficient to allow the thorough tamping of the stone beneath the haunches of the pipe. Where a trench box is not utilized, there shall be sufficient clearance between both trench walls and the pipe (one-foot minimum unless a larger width is indicated by the plans or other places in these specifications) to allow for mechanized tamping equipment to be effectively utilized. If a trench box is utilized, there shall be sufficient clearance between both the inside walls of the trench box and the outside of the pipe (one-foot minimum unless a larger width is indicated by the plans or other places in these specifications) to allow for mechanized tamping equipment to be effectively utilized. Where a trench box is utilized, the clearance between the outside of the trench box and the trench walls shall be kept to a minimum, generally no more than three inches maximum on either side, and this area shall also be properly compacted. Regardless of whether a trench box is utilized, sufficient clearance must be available on both sides of the pipe for the entire trench depth, to allow for proper compaction. The CONTRACTOR shall comply with all OSHA regulations and provide safe working conditions for all aspects of the work. After this, fill and compact the trench as specified below, depending upon the location of the work and potential for subsequent settlement.

C. Backfilling Remainder of Trench:

The CONTRACTOR shall comply with all OSHA regulations and provide safe working conditions for all aspects of the work.

1. Backfilling in Areas Outside Streets, Sidewalks, Drives, etc.:

Backfill may be placed from 6" above the top of the pipe to four (4) inches below the ground by any suitable equipment, but shall be tamped or rolled in layers not to exceed 12 inches loose depth to a density of 95% standard proctor density as shown on trench details with moisture contents necessary for achieving such compaction. The top four (4) inches of backfill shall be topsoil free from rocks, roots, and other debris in accordance with UA Standards for topsoil material.

2. Backfilling Across and Beneath Streets, Driveways, Parking Lots, and Sidewalks:

All backfill material shall be as designated on trench details of construction plans with compaction requirements as specified on such details. Additional compaction shall be provided as necessary to prevent any settlement of the backfill. If settlement occurs after paving, the CONTRACTOR shall take the appropriate measures to re-level the street in a professional manner and overlay the entire street with one-inch minimum paving at no expense to the OWNER including any asphalt milling as deemed necessary by the OWNER'S Representative.

D. All backfilling shall be done in such a manner that will not disturb or injure the pipe or structure over or against which it is being placed or any other structure in the vicinity of the pipe laying operation. Any pipe, utility, or structure injured, damaged, or moved from its proper line or grade during backfilling operations, shall be replaced or repaired and then re-backfilled as herein specified, at the expense of the CONTRACTOR.

- E. These contents are intended as minimum requirements. The CONTRACTOR shall perform pipe laying, backfilling and tamping in such a manner as to prevent detectable settlement or movement and/or damage to the pipe.
- F. During the initial stages of the project, the CONTRACTOR shall place the backfill in the required lifts and compact with the equipment he plans to use for compaction until the density is obtained. The tamping equipment utilized shall be in first class condition and capable of effectively tamping the backfill. If the OWNER'S Representative feels the proposed tamping equipment is inadequate, the CONTRACTOR shall provide tamping equipment satisfactory to the OWNER'S Representative at no extra cost to the OWNER. The density shall be verified by tests. The number of passes required by this equipment shall be used as the minimum number of passes required throughout the job. If a different type of equipment is used, then another trial section shall be performed. If there is any doubt on behalf of the OWNER'S Representative regarding the test or conditions of the test, the CONTRACTOR shall make as many passes as necessary to satisfy the OWNER'S Representative that the required compaction is being achieved. Regardless of the equipment used, a minimum of three passes per each loose lift shall be made over each square inch of the backfill.

3.07 Cleaning:

- A. The CONTRACTOR shall thoroughly clean all areas damaged during construction of excess fill, construction debris, etc. on a continual daily basis.
- B. All streets, pavements, gutters and adjacent curbing shall be swept clean on a continual and daily basis.

3.08 Protection:

The CONTRACTOR shall protect the newly constructed pipeline from damage until final acceptance of the work.

END OF SECTION 02249

SECTION 02260 - SUBSURFACE CROSSING

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SECTION 02260 - SUBSURFACE CROSSING

PART 1 - GENERAL

1.01 Section Includes:

This section of specifications covers the requirements for making subsurface crossings by the bore method or tunneling method where specified on the drawings.

1.02 Products Installed but not Furnished Under this Section:

- A. Ductile Iron Pipe
- B. Masonry End Plugs
- C. Thrust Blocking
- D. Steel Casing Pipe

1.03 Related Sections:

- A. Section 02249- Trenching, Backfill and Compaction for Utility Trenches
- B. Section 02930- Cast-in-Place Concrete

1.04 Unit Prices:

A. Subsurface Crossings:

1. The method of payment for subsurface crossing set-up shall be per the linear foot price within the bid schedule and include all casing, pipe, excavation, backfill, set-up, material disposal and other items necessary for the boring or tunneling operation. Subsurface crossing shall include a pit for the actual bore and a pit at the opposite end of the crossing for accommodating extension of the carrier line. The cost for both pits shall be included in price per linear foot. This item shall also include all excavation, shoring, barricades, etc. necessary for the set-up and all special requirements by the OWNER, regulatory agencies, Highway Department or railroad such as their flagman, inspectors, bonds and insurance.
2. The method of payment for the carrier pipe shall be by the linear foot.

1.05 References:

- A. AWWA C600, Installation of Ductile Iron Water Main and Appurtenances.
- B. State of Alabama Department of Transportation Standards for Accommodating of Utilities on Highway Right-of-Ways.

1.06 Regulatory Requirements:

- A. The CONTRACTOR shall follow and abide by any and all requirements imposed by the OWNER'S Department of Transportation concerning Traffic Control measures and barricades around the bore pits. However, the OWNER'S Department of Transportation shall be under no duty to require such barricades.

- B. The CONTRACTOR shall follow any requirements imposed by the Alabama Department of Transportation on roads and highways under their jurisdiction.
- C. The CONTRACTOR shall strictly comply with all OSHA requirements, standards, regulations and guidelines. In addition, the CONTRACTOR shall take whatever measures are necessary to insure the safety of his personnel and subcontractors, the OWNER, its representatives, and the public.

1.07 Site Conditions:

- A. The CONTRACTOR shall familiarize himself with the existing conditions and have the proper material and equipment on hand prior to commencing the work.
- B. Subsurface Crossings:
 - 1. The CONTRACTOR shall install, as a minimum, reflective tape and barricades, consisting of wooden handrails installed in a manner to protect the public around all open pits.
 - 2. Open pits shall be marked with flashing lights and wooden handrails to protect pedestrians.
 - 3. Any requirements imposed by the OWNER'S Department of Transportation, or the Alabama Highway Department shall be in addition to the above requirements.
 - 4. The CONTRACTOR shall maintain drainage in all open ditches around open bore pits.
 - 5. The CONTRACTOR shall take all precautions against damage to the roadbed structure, railway roadbed and any structures crossed by a subsurface crossing.

1.08 Scheduling:

- A. The CONTRACTOR shall schedule all subsurface crossings with the OWNER, the OWNER'S Department of Transportation, and all other appropriate agencies.
- B. Subsurface crossings under railroads shall be scheduled with the appropriate railroad company prior to the start of any work.

PART 2 – PRODUCTS

2.01 Materials:

- A. Subsurface Crossings:
 - 1. Steel Casing Pipe:
 - a. All casing pipe shall be welded, straight seam, steel and conform to ASTM A 252, Grade 2, and of the minimum diameter called for on the plans. In general, the casing pipe shall be large enough in diameter to accommodate the flange or joint on the carrier pipe, spacers, etc. Welded, spiral seam pipe shall not be acceptable.
 - b. All casing pipe shall have no more than one (1) longitudinal welded seam joint and shall have no more than one (1) mid-section weld per ten (10) linear feet of casing pipe.

- c. The plain ends of all casing pipe shall be beveled (exterior only) in conformance with applicable requirements of the American Welding Society for field welding of the casing sections.
 - d. Steel casing shall have a minimum yield point of 35,000 psi.
 - e. The inside and outside of the casing pipe shall be coated with coal tar enamel as per AWWA C203 latest edition, or coal tar epoxy as per AWWA C210/Corp of Engineers C200a, latest edition. All field welds shall also be coated.
 - f. Tunnel liners used in the tunneling method shall be approved by the ENGINEER prior to installation.
3. For tunnel installations, the CONTRACTOR shall submit proposed manufacturer, liner plate thickness, design calculations, pipe cradles, and end seals for approval.

PART 3 - EXECUTION

3.01 Preparation:

Subsurface Crossing:

1. The CONTRACTOR shall excavate a bore pit of ample size to safely accommodate boring equipment, casing and carrier pipe, but not of a size that will damage the roadbed, railway or surrounding utilities.
2. The CONTRACTOR shall protect existing roadbed, railway roadbed, sidewalk, utility or other existing structures from damage.
3. The CONTRACTOR shall use shoring and bracing and other measures as necessary to prevent slides and cave-ins of the pit walls and to comply with OSHA and/or other safety requirements.
4. The CONTRACTOR shall use wooden railing, barricades, flashing lights, reflective tape and/or other measures deemed necessary to protect vehicles and pedestrians.
5. The CONTRACTOR shall dispose of, at his expense, all the material excavated from the pit, bore or tunnel in a manner acceptable to the ENGINEER. This may require disposing of the materials off the project site. No material will be allowed to spill onto any traveled path of a vehicle, onto any sidewalk, or damage any private property. If necessary, the CONTRACTOR will store excavated material off-site if surrounding conditions do not permit ample storage on site.
6. The CONTRACTOR shall maintain all open ditches and channel all water around the bore or tunnel pit in such a manner as to prevent the obstruction of storm runoff, etc.

3.02 Installation:

Subsurface Crossing:

1. Where the tunneling method is used, the carrier pipe shall be ductile iron, and the tunnel liner must be of a design approved by the ENGINEER prior to beginning the tunneling operation.

2. After completion of the bore and jack or tunneling operation, the carrier pipe will be fitted with appropriate straps or seats to hold the pipe to the correct line and grade. Straps or seats provided for the carrier line must be of a design approved by the ENGINEER and coated with a coal tar epoxy paint as per AWWA C203 latest edition, prior to installation.

Each end of the casing and/or tunnel shall be sealed to eliminate any water or soil from entering the casing pipe.

3. After a completed installation of the casing and carrier pipe, the bore pit shall be backfilled and tamped. Compaction shall meet the requirements of the trench leading up to the bore pit but in no case shall the compaction be less than 90% of the maximum density as determined by AASHTO T-99.
4. After completion of the backfill operation, the bore pit and surrounding area damaged by construction shall be seeded and mulched as per Section 02920. No separate payment shall be made for clean-up, seeding or mulching.

END OF SECTION 02260

SECTION 02433 – STORM SEWERS

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SECTION 02433 - STORM SEWERS

PART 1 - GENERAL

1.01 Section Includes:

This section shall cover the work of furnishing and constructing storm sewers of the kind, strength, and size pipe designated on construction plans in accordance with the requirements of these specifications and installing such sewers at the location shown on the plans and in conformity with established lines and grades.

1.02 Related Sections:

Section 02249 - Trenching, Backfill & Compaction for Utility Trenches.

1.03 Payment:

Payment for Storm Sewers shall be per the Unit Price Schedule.

1.04 References:

Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

PART 2 - PRODUCTS

2.01 Materials – General:

- A. All concrete pipe shall be reinforced concrete pipe, Class III or Class V, and conform to ASTM C-76 and the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, Section 854.
- B. All pre-cast concrete box culvert sections shall be as per manufacturers recommendations.
- C. PVC pipe shall be per section 02663.
- D. Pipe extensions shall be of the type and class of piping being extended.

2.02 Materials – Steel Casing Pipe:

- A. Steel Casing Pipe:
 1. All casing pipe shall be steel and conform to ASTM A135, Grade B, and of the diameter called for on the Plans. In general, the casing pipe shall be large enough in diameter to accommodate the flange or joint on the carrier pipe.
 2. Steel casing shall have a minimum yield point of 35,000 psi.

3. Steel casing pipe shall have as a minimum the following wall thicknesses:

<u>DIAMETER OF CASING PIPES</u>	<u>MINIMUM WALL THICKNESSES</u>
08 through 16 inches	.250 (1/4) inches
18 through 20 inches	.3125 (5/16) inches
22 through 24 inches	.375 (3/8) inches
26 through 28 inches	.4375 (7/16) inches
30 through 34 inches	.500 (1/2) inches
36 through 47 inches	.5625 (9/16) inches

4. The outside of the casing pipe shall be coated with coal tar epoxy per AWWA C203, latest edition.
5. Tunnel liners used in the tunneling method shall be approved by the ENGINEER prior to installation.
- B. Carrier pipe shall be as specified on the Plan Drawings.
- C. Spacers shall be Model SSI (Stainless Steel Band) as manufactured by Advanced Products and Systems, or equal.
- D. End Seals shall be Model AC as manufactured by Advanced Products and Systems, or equal.
- E. For Tunnel Installations the CONTRACTOR shall submit proposed manufacturer, liner plate thickness, design calculations, pipe cradles and end seals for approval.

PART 3 - EXECUTION

3.01 Trenches:

- A. Trenching, backfill and compaction shall conform to Section 02249 of these specifications. Additionally, all other requirements of the Contract Documents shall apply.
- B. The trench shall be excavated beginning at the outlet end and proceed upgrade true to the established line and grade. Trenches shall be properly shored and braced wherever needed and conform to Section 02249 of these specifications.

3.02 Foundation:

Foundation of the trench shall be so formed and treated as to prevent subsequent settlement. If the foundation is in rock, the foundation backfill consisting of a 12" cushion of well-compacted sand, fine gravel, broken stone or other approved materials shall be placed upon the rock. If the excavation has been made deeper than necessary, proper bearing shall be secured by means of a layer of fine gravel or other suitable material. In all cases, recesses shall be formed to receive the bell or hub so that the full length of the pipe barrel will rest on the trench bottom.

3.03 Pipe Laying:

The laying of pipes and finished trenches shall be started at the outlet end and proceed upgrade so that the spigot or groove ends point in the direction of the flow. All pipe shall be laid with ends abutting and with not more than one inch variation from established alignment at the vertical center line or from grade at the flow line. The bottom of the trench shall be shaped accurately to the outside surface of the pipe for a depth of at least 1/10 of the outside diameter. The pipe shall be fitted and matched so that when laid in the work, they will form a sewer with a smooth uniform invert. Hubs or bells shall be carefully cleaned before pipes are lowered into the trenches. Pipes shall be so lowered as to avoid damage and unnecessary handling in the trench.

3.04 Sealant Joints:

Joints shall be sealed with rubber type gaskets or other type sealers that may be approved. Joints shall be thoroughly cleaned before being sealed and shall be sealed for the full circumference of the joint unless otherwise directed.

3.05 Backfilling:

All trenches and excavation shall be backfilled as per Section 02249.

END OF SECTION 02433

SECTION 02500 – BITUMINOUS CONCRETE PAVING

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SECTION 02500 - BITUMINOUS CONCRETE PAVING

PART 1 - GENERAL

1.01 Section Includes:

This Section of Specifications covers the material and installation requirements for bituminous concrete patching over excavated trenches in roads, parking lots and driveways.

1.02 Related Sections:

Section 02249 – Trenching, Backfill and Compaction for Utility Trenches.

1.03 Payment:

Payment for all bituminous concrete paving shall be per the Unit Price Schedule.

If the average weight per square yard of any unit is found deficient by more than 10 percent of the specified average weight per square yard, the OWNER'S Representative will determine (1) whether the CONTRACTOR shall remove and replace the deficient unit without payment for the removal or the material removed, or (2) whether the CONTRACTOR may leave the deficient unit in place and cover it with a layer of the same mix of adjusted maximum size aggregate, of not less than 90 pounds per square yard average with a maximum aggregate size of 3/8 inch. In case (2), the surface layer shall not be feather-edged at the end of the overlay layer, but a sufficient amount of the surface beyond the ends of the deficient unit shall be removed, to a neat line across the pavement, to allow placing the full 90 pounds per square yard and make a joint that will meet the surface requirements. All costs shall be incidental to the project.

1.04 References:

Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Ed.

1.05 Quality Assurance:

- A. The work of bituminous concrete paving shall be accomplished by skilled workmen experienced in the laying of bituminous concrete.
- B. All equipment shall be of a design and size to successfully accomplish the work.

1.06 Project Conditions:

- A. The CONTRACTOR shall comply with all environmental laws and requirements pertaining to the work.
- B. The CONTRACTOR shall take adequate measures to control dust in the work area.
- C. The CONTRACTOR shall thoroughly inspect the roadway base and assure himself that proper laying conditions exist.
- D. The CONTRACTOR shall provide and maintain adequate and safe traffic control.

PART 2 - PRODUCTS

2.01 Materials:

A. Prime Coat:

1. Prime Coat shall be emulsified bituminous concrete, Type AE-P, tar types RT2 or RT3, or cutback bituminous concretes MC 250, RC70 or RC250 as defined in Section 401 of the Alabama Department of Transportation Standard Specifications.
2. Prime Coat shall be applied at the rate of 0.22 to 0.25 gallons per square yard over the entire area to be treated with bituminous concrete.

B. Tack Coat:

1. Tack coat shall be emulsified bituminous concrete type SS-1, SS-1h, or RS-2 or Bituminous concrete Cement Grade AC-10 or AC-20 as defined in Section 405 of the Alabama Department of Transportation Standard Specifications.
2. Tack Coat shall be applied at a rate not to exceed a rate of 0.10 gallons per square yard.

C. Bituminous concrete Patch:

1. Bituminous concrete paving used in patching shall be Improved Bituminous Concrete Binder as defined in Section 424 of the Alabama Department of Transportation Standard Specifications.
2. Materials shall meet the requirements of Article 424.02 of the above mentioned specifications.
3. The CONTRACTOR shall refer to the Construction Plans for the quantity of material to be applied per square yard.

D. Bituminous concrete Paving:

1. Bituminous concrete paving shall be Improved Bituminous Concrete Plant Mix meeting the specification outlined in Section 424 of the Alabama Department of Transportation Specifications.
2. Final layer of bituminous concrete placed in streets and parking lots shall be Improved Bituminous Concrete Wearing Surface, with all materials conforming to Section 424 of the Alabama Highway Department specifications.

- E. Before overlaying the street, the CONTRACTOR shall raise or lower all valve boxes, manholes and other embedded items to the satisfaction of the OWNER'S Representative. No extra payment will be made for these adjustments.

2.02 Equipment:

- A. Equipment used in bituminous concrete patching and/or bituminous concrete paving shall meet the requirements of Article 410.03a of the Alabama Department of Transportation Specifications.
- B. Equipment used in the application of Prime Coat and Tack Coat shall comply with Article 401.03a of the above mentioned Specifications.

2.03 Temperature and Weather Requirements:

A. Prime and Tack Coat:

1. Bituminous materials shall not be placed on wet surfaces or when the air temperature is below 60-degrees F.
2. Bituminous materials shall not be placed when the temperature is expected to fall below freezing during the night regardless of the daytime temperature.

B. Bituminous concrete Patching and Overlay:

1. The bituminous concrete mixture shall be placed only upon an approved underlying course that is dry.
2. Bituminous concrete layers of 200-pounds per square yard or less shall not be placed when the air temperature is below 40-degrees F. The air temperature must be 40-degrees F. and rising before the spreading operation is started and the spreading operation shall be stopped when the air temperature is 45-degrees F. and falling.
3. For bituminous concrete layers over 200-pounds per square yard, the above temperatures shall be lowered by 5-degrees.

PART 3 - EXECUTION

3.01 Execution:

A. Prime and Tack Coat:

All loose material, dust and foreign material shall be removed from the surface. Cleaning shall be continued until all caked and loose dirt and dust are removed.

B. Bituminous concrete Patching:

1. All designated areas to be patched shall be trimmed to neat vertical lines to the depth of patch specified. All loose material shall be removed. A prime or tack coat shall be applied as specified above. The bituminous concrete shall be placed and compacted to a degree that further consolidation of the patch is not anticipated.
2. Any patched areas that do consolidate shall be replaced or additional material brought in to bring the patch up to the surrounding level.
3. All bituminous concrete or concrete streets, parking areas and drives shall be patched the same day they are cut. Temporary or cold patch material may be used until the permanent patch can be placed; however, no extra payment will be made for temporary patching.
4. The CONTRACTOR shall adequately protect his work and the public. Where unpaved or rough areas may exist, the CONTRACTOR shall provide adequate warning signs. The signs shall be equipped with flashing lights if the condition exists after darkness.

3.02 Application:

A. Prime and Tack Coat:

1. Prime and Tack Coat shall be uniformly applied at the rate specified by pressurized distributors.
2. All areas to be treated with an bituminous concrete surface treatment shall be primed and/or tacked.

B. Bituminous concrete Paving and Patch:

1. Bituminous concrete Patching may be applied with spreaders, by hand, or with motorgraders. All areas inaccessible to large equipment shall be spread by hand.
2. Bituminous concrete patching shall be thoroughly compacted through the use of steel wheeled rollers and/or rubber tired rollers. Density shall be as specified on the drawings in the Bid Proposal or in the Alabama Department of Transportation Standard Specifications.
3. Bituminous concrete paving shall be applied with spreaders; except in inaccessible areas spreading may be done by hand, uniformly placing the desired rate per square yard over the underlying surface.
4. As soon as the mixture has set sufficiently to prevent cracking, the mixture shall be rolled with steel wheel and rubber-tired rollers to compact the mixture. Density shall be as specified on the drawings or in the Bid Proposal.
5. All patching, including any temporary patching, shall be done in a professional manner, shall be smooth, and shall blend smoothly with adjacent paving.
6. Generally, unless called out differently elsewhere, the bituminous concrete paving shall not be placed until the project has satisfactorily passed all tests and all construction activities are complete, and there is no need for any further construction traffic in the affected areas. However, the CONTRACTOR shall adequately maintain the patched areas for the safety of the public.

3.03 Testing and Surface Requirements:

- A. Testing of the bituminous concrete mixtures shall be performed at the discretion of the OWNER'S Representative. Testing shall include but not be limited to density tests and extraction tests as outlined in the Alabama Department of Transportation Standard Specifications, latest ed.
- B. The finished surface of bituminous concrete overlays shall be checked with string, level and/or straightedge. The finished surface shall not vary more than 1/4" from the required sections as measured at right angles to the roadway centerline. The finished surface shall not vary more than 3/8" in any 25-foot section measured parallel to the centerline at the following locations: one foot inside of the edges of pavement, at the centerline and at other points as designated.

3.04 Maintenance:

The CONTRACTOR shall maintain and protect the newly laid bituminous concrete until final acceptance of the work.

END OF SECTION 02500

SECTION 02600 - DUCTILE IRON PIPE AND FITTINGS FOR WATER MAINS AND FORCE MAINS

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SECTION 02600 - DUCTILE IRON PIPE AND FITTINGS FOR WATER MAINS AND FORCE MAINS

PART 1 - GENERAL

1.01 Section Includes:

- A. This Section of specifications covers materials and installation for ductile iron water mains, sanitary sewers, and force mains.
- B. This Section of specifications covers materials and installation for ductile iron fittings.

1.02 Related Sections:

- A. Section 02250 - Trenching, Backfill and Compaction for Water Mains, Force Mains and Gravity Sewers
- B. Section 02660 - Water System

1.03 Unit Prices:

A. Water Mains & Force Mains:

1. Payment for ductile iron pipe force mains and water mains shall be per linear foot for each size and class pipe delineated in the Bid Schedule. Determination of pay quantities shall be by tape measure, horizontally along the pipe centerline and rounded to the nearest foot with no deduction for fittings.
2. Ductile iron force mains and water mains installed in casings (or tunnels) shall be included in the bid unit price for the size and type casing (or tunnel) installed.
3. Payment for ductile iron fittings shall be made per pound of fittings installed when delineated in the Bid Schedule. Otherwise fittings shall be considered incidental to the pipe. Payment shall be made for all bends, tees, crosses, couplings, special items, etc., necessary for the complete installation of the pipe as shown on the drawings not specifically listed in the Bid Schedule. Payment shall be compensation in full for all costs associated with the furnishing and installation of the ductile iron fittings, including concrete thrust blocks, bolts, Meg-a-Lug retainer glands (or approved equal), and other miscellaneous hardware. Determination of pay quantities shall be made based on the manufacturer's published weights for the type fitting installed, excluding the weights of bolts, Meg-a-Lug retainer glands (or approved equal), and accessories, to the nearest pound.
4. An appropriate portion of the pipe price may be withheld, in addition to the standard retainage established in the General Conditions, until flushing, testing, cleanup, etc., are satisfactorily completed.

B. Gravity Sewers:

1. Measurement and payment for ductile iron pipe gravity sewers shall be as provided for under Specification Section 02250 - Gravity Sanitary Sewer System.

1.04 References:

- A. ANSI/AWWA C104/A21.4 American National Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water.

- B. ANSI/AWWA C110/A21.10 American National Standard for Gray- Iron and Ductile-Iron Fittings, 3 in. through 48 in. for Water and Other Liquids.
- C. ANSI/AWWA C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.
- D. ANSI/AWWA C150/A21.50 American National Standard for the Thickness Design of Ductile-Iron Pipe.
- E. ANSI/AWWA C151/A21.51 American National Standard for Ductile- Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
- F. ANSI/AWWA C600 AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.

1.05 Design and Performance Requirements:

A. Ductile Iron Pipe:

Ductile iron water pipe wall thicknesses shall conform to the requirements of ANSI/AWWA C150/A21.50 for the Standard Pressure Classes and Special Thickness Classes as delineated in the Bid Schedule.

B. Ductile Iron Fittings:

1. All fittings 24 in. and smaller in diameter shall be ductile iron and be pressure rated for 350 psi.
2. All fittings 30 in. and larger in diameter shall be ductile iron and be pressure rated for 250 psi.
3. All bolts and nuts for fittings shall be furnished by the same company as the pipe manufacturer and shall be American made. Bolts shall be corrosion resistant alloys as recommended by the pipe manufacturer. Corten steel bolts and nuts shall be utilized for below ground installations.

1.06 Submittals:

The CONTRACTOR shall supply copies of the manufacturer's test reports, manufacturer's installation recommendations and manufacturer's certification that materials provided meet their specifications.

1.07 Quality Assurance:

- A. All ductile iron pipe and fittings shall be of the sizes, classes, and joint types as indicated on the drawings or in the Bid Schedule.
- B. All ductile iron pipe and all fittings shall be new and unused.
- C. Each joint of pipe shall be plainly marked at the site of manufacture to indicate the class, thickness and strength.
- D. The CONTRACTOR shall submit test certificates on all pipe and fittings.

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1.08 Delivery, Storage and Handling:

- A. All ductile iron pipe and fittings are subject to inspection at delivery and other times as deemed necessary by the ENGINEER. Any pipe and/or fittings damaged during delivery shall be promptly removed from the job site.
- B. Ductile iron pipe shall be stored off the ground supported by timbers, railings or concrete supports and shall be of sufficient size to avoid contact with the ground or adjacent piping. Supports shall have chocks to prevent movement. Stacking shall be low enough to provide a safe condition especially in neighborhoods and accessible areas.
- C. Pipe and fittings shall be stored to prevent damage to the interior or exterior linings. The interior of all pipe and fittings shall be kept free of dirt and debris. Ductile iron pipe shall not be stacked higher than specified in Table 1 of ANSI/AWWA C600.
- D. Pipe and fittings shall be loaded and unloaded by hoists or skids to avoid sudden impact to the material. In no case shall the pipe or fittings be dropped. Slings, hooks, or pipe tongs shall be padded to avoid damage to the interior or exterior linings.
- E. Gaskets for mechanical joint and push-on joint pipe and fittings shall be stored in a cool dry place out of direct sunlight. Contact with petroleum based substances is prohibited.

PART 2 - PRODUCTS

2.01 Approved Manufacturers:

- A. American Cast Iron Pipe Company
- B. U. S. Pipe
- C. Others as approved by the ENGINEER

2.02 Materials:

A. Ductile Iron Pipe:

- 1. All ductile iron pipe shall conform to the requirements of ANSI/AWWA C151/A21.51. Joints shall be the type shown on the drawings and delineated in the Bid Schedule.
- 2. Rubber-gasket joints for ductile iron pipe shall conform to ANSI/AWWA C111/A21.11.
- 3. Mechanical joint retaining glands shall be ductile iron and shall conform to the requirements of ANSI/AWWA C111/A21.11.
- 4. All ductile iron pipe shall be cement mortar lined in accordance with ANSI/AWWA C104/A21.4 and sealed with an asphaltic material.
- 5. Restrained joint pipe shall be ductile iron manufactured in accordance with the requirements of ANSI/AWWA A21.51/C151. Pipe thickness shall be in accordance with ANSI/AWWA A21.50/C150, Class as specified in Bid Schedule. Pipe shall be U.S. Pipe TR FLEX pipe, or approved equivalent.



SECTION 02664 - MANHOLES

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SECTION 02664 - MANHOLES

PART 1 - GENERAL

1.01 Section Includes:

This section of specifications covers the requirements for furnishing and installing precast concrete manholes.

1.02 Products Installed but Not Furnished Under This Section:

Gravity Sewer Pipe, Storm Sewer.

1.03 Related Sections:

- A. Section 02249 – Trenching, Backfill and Compaction for Utility Trenches
- B. Section 02433 – Storm Sewer
- C. Section 02661 – Gravity Sanitary Sewer System

1.04 Payment:

No separate payment shall be made for Manholes as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

1.05 Submittals:

The CONTRACTOR shall submit product data for each component specified under this Section.

PART 2 - PRODUCTS

2.01 Materials:

A. Manholes for Sanitary Sewer:

1. All precast manholes shall be new, unused manholes delivered directly from the manufacturer to the job site. The date of manufacturer, name or trademark of the manufacturer, CONTRACTOR name, and manhole identification number shall be clearly marked on the outside of each section or barrel.
2. Manholes shall be constructed of reinforced precast concrete and shall conform to the requirements of ASTM Specification C-478, latest revision. In addition, the fine aggregate used shall be natural silica sand. The concrete when tested in compression shall be not less than 4000 psi and absorption shall not exceed 9%. Minimum wall thickness of the manhole riser sections shall be as follows:

48" I.D. - 5"

60" I.D. - 6"

72" I.D. - 7"

Cone sections shall be eccentric, and shall be made with a 5" minimum wall at the bottom and an 8" wall thickness at the top. The minimum thickness of the bottom shall be 6" for all manhole diameters unless indicated otherwise on the plans. Manhole diameters to be used shall be as indicated on the plans.

3. Manholes shall be assembled with the fewest number of sections to make up the required height, thereby reducing the number of joints. The use of more than one (1) riser section per each of 16 inches or less shall not be allowed for sanitary sewer manholes unless approved otherwise by the City of Tuscaloosa prior to installation.
4. All manhole sections shall have offset tongue and groove joints and be made water tight with pre-lubricated O-ring rubber gaskets or preformed butyl sections and shall meet the requirements of ASTM Specification C-443, latest revision, with a nominal clearance of not more than 1/16 inch. Gaskets shall be Tylox Superseal, or approved equivalent. Where the O-ring joint is used, there shall be a suitable rectangular recess cast into the tongue of each manhole component to contain the rubber gasket, so that when the joint is made the rubber will be confined on all four sides. The tongue length shall not be less than the wall thickness. The rubber shall be installed on the manhole section as follows:
 - a. Clean pipe ends and all joint surfaces.
 - b. Lubricate the recess and the gasket thoroughly with an approved lubricant.
 - c. Snap gasket into the recess and equalize the rubber in tension by running a screwdriver shaft or other suitable tool around the section under the gasket.
 - d. Thoroughly lubricate the sliding surfaces of both the gasket and the inside surface of the bell. Tylox lubricant is recommended.
 - e. When gasket is properly installed, and all sliding surfaces are lubricated, the manhole sections can be coupled immediately.
5. Two lift holes shall be cast into each cone or riser section for purposes of handling and placement.
6. Openings for inlet and discharge sewer pipes shall be provided in the manhole base section and in the riser section for drop-manholes. Openings shall be at positions and elevations as indicated on the plans or predetermined in the field, and may be cast into the manhole wall or mechanically cored on completed sections. All openings shall be sized to accommodate the flexible manhole sleeve specified for the project.
 - a. Cast in place flexible manhole sleeves shall comply with the requirements of ASTM Specification C923 and be as manufactured by the Lock Joint Division of the Interpace Corporation unless otherwise approved.
 - b. Flexible manhole connectors suitable for use in pre-cast or cored openings utilizing premolded shapes positioned with expansion rings shall comply with the requirements of ASTM C923 and be as manufactured by KOR-N-SEAL Co., Press Seal Gasket Corp., or the Lock Joint Products Division of the Interpace Corp. Flexible connectors shall be installed as recommended by the manufacturer.
7. All manholes with one or more 24-inch diameter pipes shall be 5-foot diameter. All manholes with one or more 30-inch diameter pipes shall be 6-foot diameter. Manholes shall have eccentric transition risers.
8. Manhole steps shall be Copolymer Polypropylene Plastic Coating over ½" minimum Grade 60 steel reinforcing, 12" wide minimum, with slip resistant surface. Manhole steps shall be M.A. Industries PS1-PF or approved equal, reinforced plastic step complying with the requirements of ASTM-C478.

9. Manhole Frame and Cover:

- a. Manhole frames and covers shall be cast iron and shall conform to ASTM A48, Class 30. Frame and covers shall be stamped with words "STORM SEWER" or "SANITARY SEWER", appropriately. Manhole frames and covers shall be close-grained, free of blisters, blowholes, and other defects.
- b. All frames and covers shall be made in the United States, and clearly marked with the manufacturer's name, product catalog number, and 'Made in the U.S.A.' cast in letters.
- c. All frames and covers shall be rated for a minimum of H-20 loading, and shall be cast with two non-penetrating type pick holes. Covers shall not have vent holes.
- d. Frame: 7-inches high, 20 1/2-inches clear opening, not less than 250 pounds
- e. Cover: 22-3/4-inches in diameter, 2-inches thick at the rim and 2-3/4" thick at the center, not less than 150 pounds. Frame and Cover shall be East Jordan Iron Works, Inc., Catalog Number V-1344-1 for standard installations, or equivalent.

PART 3 - INSTALLATION

3.01 General:

- A. All manholes shall be placed on a foundation of compacted ALDOT Section 801 No. 57 crushed limestone, placed a minimum of 12-inches thick, consolidated in-place with vibratory compaction equipment.
- B. Manhole inverts for sanitary sewers shall be constructed of cement mortar and shall have the same cross-section as the invert of the sewers which they connect. The manhole invert shall be carefully formed to the required size and grade by gradual and even changes in sections. Changes in direction of flow through the sewer shall be made to a true curve with a large a radius as the size of the manhole will permit. A bench with a slope of one inch per foot shall be constructed of non-shrink grout on either side of the flow channel.
- C. After the precast manholes are set in place, the cast iron frame for the cover shall be carefully set at the required elevation and properly bonded to the masonry with cement grout. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be adjusted and tilted so as to conform to the exact slope, crown and grade of the pavement adjacent thereto.
- D. Any new openings required in manholes, including existing manholes shall be core drilled and have flexible manhole sleeves/connectors on pipes at the core drilled openings according to the manufacturer's recommendation.

END OF SECTION 02664

SECTION 02665 - CITY OF TUSCALOOSA WATER MAIN EXTENSIONS AND RELOCATIONS

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**SECTION 02665 - CITY OF TUSCALOOSA WATER MAIN
EXTENSIONS AND RELOCATIONS**

PART 1 - GENERAL

1.01 Section Includes:

This section of specifications shall cover the City of Tuscaloosa's requirements for Water Main Extensions and Relocations and shall cover the City of Tuscaloosa's requirements and procedures to perform the work.

1.02 Related Sections:

- A. Section 02249 - Trenching, Backfill and Compaction for Utility Trenches
- B. Section 02600 - Ductile Iron Pipe and Fittings
- C. Section 02603 - Gate Valves
- D. Section 02643 - Valve Boxes and Vaults

1.03 CONTRACTOR Qualification:

The CONTRACTOR or the Sub-CONTRACTOR proposed to perform the Water Main Extension or Relocation shall be on the City's Approved Water Main CONTRACTORS List.

1.04 Payment:

The CONTRACTOR'S Unit Price shall be for installation and materials.

END OF SECTION 02665

SECTION 02800 - TRAFFIC CONTROL

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SECTION 02800 - TRAFFIC CONTROL

PART 1 - GENERAL

1.01 Section Includes:

This section of specifications covers the materials, installation and requirements for handling traffic through the work and construction and maintenance areas.

1.02 Related Sections:

- A. Section 01060 - Regulatory and Safety Equipment
- B. Section 01301 - Submittals

1.03 Payment:

Payment for Traffic Control shall be as per the Bid Schedule.

1.04 Reference:

- A. State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.
- B. Manual on Uniform Traffic Control Devices, latest edition.
- C. OWNER'S Department of Transportation or division of government having jurisdiction.

1.05 Submittals:

None required.

1.06 Delivery, Storage and Handling:

The CONTRACTOR shall deliver and store or have readily available traffic control devices of the correct type and sufficient number far enough in advance not to delay the progress of the work.

PART 2 - PRODUCTS

2.01 Materials:

- A. All signs, barricades, etc., used along the project shall be in accordance with the provisions of the Manual Uniform Traffic Control Devices, latest edition, as a minimum and shall also conform to the requirements of the OWNER'S Department of Transportation.
- B. All reflectorization of barricades, signs, drums or other devices shall be in accordance with the Manual on Uniform Traffic Control Devices, latest edition, plan details, and/or the requirements of the OWNER'S Department of Transportation.

PART 3 - EXECUTION

3.01 Installation:

- A. No road or section of road shall be closed to traffic and no construction shall be started until adequate provisions have been made to detour or by-pass the traffic in safety and convenience. Traffic control shall be maintained as long as necessary.
1. In cases where road closings require detours, the CONTRACTOR shall provide an area map indicating the location of the closing, detour routing, and signage locations to the following:
 - a. ENGINEER
 - b. OWNER
 - c. Police and/or Sheriff's Department
 - d. Fire Department
 - e. 911 Service and/or other Emergency Service Coordinator(s)
 - f. Department of Transportation having jurisdiction.
 2. Notification shall be given not less than 48 hours prior to detouring traffic.
 3. Notification is to be given for information only and does not relieve the CONTRACTOR of its responsibility to execute the work in a manner which protects the work, its personnel, and the general public.
- B. In cases where roads are allowed to be closed, access shall be maintained at all times for emergency vehicles, local residents, mail delivery, etc.
- C. When the CONTRACTOR performs any operations after daylight hours, all traffic control devices need to be left in place, and the CONTRACTOR shall provide and maintain, at his expense, sufficient artificial lighting to permit proper construction and inspection and to provide proper safety precautions.
- D. Flagmen shall utilize "STOP-SLOW" paddles in addition to flags.

3.02 Maintenance:

- A. All damaged, defaced or dirty signs or barricades shall be repaired or replaced immediately.
- B. All signs, posts, drums, etc. used throughout the job shall be uniform in size and color.
- C. The maintaining of traffic may require the use of flagmen in some areas. All flagmen shall wear an approved uniform as required by the Alabama Highway Department Standard Specifications, 2002 edition and the Manual on Uniform Traffic Control Devices, latest edition.

END OF SECTION 02800

SECTION 02834 – CHAIN LINK FENCING

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SECTION 02834 – CHAIN LINK FENCING

PART 1 - GENERAL

1.01 Scope:

The CONTRACTOR shall furnish all necessary labor, equipment, and materials to complete the construction of the fencing as shown on the plans and specifications, foundations, signs, and all elements for a completed installation.

1.02 Payment:

Payment shall be made per the Bid Schedule.

PART 2 - MATERIALS

2.01 Materials:

- A. Fabric shall be 2" mesh, 9 gauge wire with a zinc coat Class I per ASTM Specification A 392 66 T.
- B. Top rail is 1 3/8" O.D. Std.
- C. Line post shall be 1 5/8" O.D.
- D. End, corner and pull posts shall be 2.50" O.D.
- E. Gate frames shall be 1.90" O.D. connected with fittings riveted at each corner. Each frame shall have 3/9" diameter adjustable truss rods. Gates shall have positive type latching devices with provision for padlock. Drive gates shall have center plunge rod, catch and semi-automatic outer catches.
- F. All posts, rails, and appurtenances shall receive a 1.2 oz. hot dipped, zinc coating per ASTM Specification A123. Pipe posts to have tops which exclude moisture.

PART 3 - EXECUTION

3.01 Execution:

- A. The area, as designated on the plans, shall be fenced. The fence shall be per the height shown in the plans with top rail and bottom tension wire.
- B. Fabric shall be connected to: line post with 11.5 gauge wire clips every 14"; top rail with 11.5 gauge wire every 24"; terminal, corner and gate posts by using 1/4" x 3/4" tension bars tied to the post every 14" with 11 gauge 7/8" wide steel bands and 5/16" diameter bolts and nuts; tension wire with 11 gauge hog rings every 24".
- C. Top rail shall pass through intermediate post tops forming a continuous brace within each stretch of fence and securely fastened to terminal posts.
- D. Each post is to be set in a concrete foundation of 3,000 psi, 28-day compressive strength, having a minimum diameter of 9" and at least 18" deep. Space line posts every 10' or less apart.

END OF SECTION 02834

SECTION 02911 - TRAFFIC STRIPE, MARKINGS AND LEGENDS

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SECTION 02911 - TRAFFIC STRIPE, MARKINGS AND LEGENDS

PART 1 - GENERAL

1.01 Scope:

The work under this section shall cover the striping of all streets and parking lots as indicated on the construction plans. The work shall include the layout of all parking spaces, legends, markings and roadway stripe.

1.02 Related Sections:

Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

1.03 Payment:

No separate payment shall be made for Traffic Stripe, Markings and Legends as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

1.04 Performance Requirements:

- A. The CONTRACTOR shall allow newly placed bituminous concrete plant mix to cure for fourteen (14) days prior to any application of traffic stripe.
- B. Cleaning of pavement shall be in accordance with Section 701.03(b) of the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest ed.
- C. The CONTRACTOR shall be required to prepare site for striping purpose. The work shall include but not limited to sweeping of pavement and removal of grass from top of curbs prior to paint application.

1.05 Construction Staking:

Layout of parking will be the same as that shown on plans. The CONTRACTOR will be responsible for parking layout. The OWNER will provide control points for parking layout.

PART 2 - PRODUCTS

2.01 MATERIALS:

All striping, arrows, legends, markings, etc. shall conform to Section 856.02 of the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition.

END OF SECTION 02911

SECTION 02920 - GRASSING

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SECTION 02920 - GRASSING

PART 1 - GENERAL

1.01 Section Includes:

This specification covers the site preparation, furnishing and applying agricultural limestone, fertilizer, seed, and mulch, labor and equipment necessary for grassing unimproved areas encountered during construction.

1.02 Related Sections:

- A. Section 02249 - Trenching, Backfill and Compaction for Utility Trenches
- B. Section 02660 - Water System

1.03 Unit Prices:

Payment shall be per the Bid Schedule.

1.04 Performance Requirements:

- A. The acceptance of designated seeded areas will be based on verification of a satisfactory stand of grass in the season for each seed species required by the mix designated for use. If a satisfactory stand of grass is not established, the area shall be re-seeded without additional cost to the Owner. Such re-seeding shall be repeated as many times as necessary to establish a satisfactory stand of grass.
- B. A satisfactory stand is defined as a cover of healthy, living plants, after true leaves are formed, of the seed species required by the mix designated for use in which gaps larger than five (5) inches square do not occur with uniform density.
- C. In residential areas or other areas with well established lawns, the Contractor shall repair the lawn with solid sod of like kind and condition. The sod shall be placed on smooth and firm soil and shall be fertilized and watered thoroughly after placement.

1.05 Maintenance:

- A. The CONTRACTOR shall maintain the seeded area until final acceptance of the work which shall include mowing to release grass.
- B. All costs associated with application of water by any and all necessary means, methods, techniques during this construction and maintenance period shall be the responsibility of the CONTRACTOR.

PART 2 - PRODUCTS

2.01 Materials:

- A. **Seed:** All seed shall meet the requirements of these specifications and comply with the current Seed Law, Act No. 424, General Acts 1963, and rules and regulations promulgated thereunder and any revision of the Act. Seed shall be certified by an Official Seed Certifying Agency, Alabama Crop Improvement Association, to meet high quality standards. Each bag shall bear a "Certified Seed" tag or label bearing the seal of the Official Seed Certifying Agency. They shall be tested within nine months prior to use in accordance with the latest edition of Rules for Seed Testing, approved by the Association of Official Seed Analysis. The information on the seed tag of each bag of seed will be inspected and reviewed by the ENGINEER prior to planting and as requested. A representative sample of seed will be furnished for testing to determine the correctness of labeling. No seed shall contain more than 1% weed seed. Limitations of noxious weed seeds will be as specified by rules and regulations for administration of the current State Seed Law.

2.02 Permanent Seeding:

- A. Seed mixes shall be mixtures of the types of seeds on tables in Section 2.02 Part B. The required weight shown in the chart is the actual seed weight as delivered and takes into account the minimum required percentage of pure seeds and minimum required germination rates. Seeding mixtures shall be classed according to the time of year when seeding will take place.
- B. Areas subject to frequent mowing are roadway shoulders, medians and front slopes flatter than 3:1 extending 60 feet beyond the edge of pavement or to the toe of the front slope whichever is less. All other areas designated for seeding shall be considered to be areas not subject to frequent mowing.
- C. The following mixtures and application rates shall apply for permanent seeding mixtures:

AREAS SUBJECT TO FREQUENT MOWING			
REQUIRED POUNDS PER ACRE OF PURE LIVE SEED			
TYPE/DESCRIPTION	DATE OF PLANTING		
	Aug. 16 to Feb. 29	Mar. 1 to April 15	April 16 to August 15
Annual Ryegrass	10		
Hulled Bermudagrass		18	24
Unhulled Bermudagrass	30	12	
Annual Lespedeza (Kobe)			38
White Dutch Clover	5	6	
Notes	1		
Required Permanent Plant	Bermudagrass		
1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet from the edge of mainline pavement.			

AREAS NOT SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE OF PURE LIVE SEED				
TYPE/DESCRIPTION	DATE OF PLANTING			
	Jan. 1 to Feb. 15	Feb. 16 to August 31	Sept. 1 to Nov. 15	Nov. 16 to Dec. 31
Annual Ryegrass	10	5	10	10
Hulled Bermudagrass		18	12	
Unhulled Bermudagrass	24	12	12	24
Tall Fescue	29		35	29
Weeping Lovegrass		2	2	
Annual Lespedeza (Kobe)		50		
Reseeding Crimson Clover	29		29	29
Pensacola Bahia Grass	29	29	29	29
Required Permanent Plant	Mixed			

2.03 Temporary Seeding:

- A. Seed mixes shall be mixtures of the types of seeds on tables in Section 2.03 Part B. The required weight shown in the chart is the actual seed weight as delivered and takes into account the minimum required percentage of pure seeds and minimum required germination rates. Seeding mixtures shall be classed according to the time of year when seeding will take place.
- B. The following mixtures and application rates shall apply for temporary seeding mixtures:

SEED TYPE	DATE OF PLANTING	SEEDING RATE / AC PLS
Millet, Browntop or German	Apr 1-Aug 15	40 lbs
Ryegrass	Sep 1-Oct 15	30 lbs
Common Bermudagrass	Mar 15-Jul 15	10 lbs

2.04 Sodding:

- A. Existing lawns disturbed during all construction shall be replanted with solid sodding equal to the existing sod.
- B. The area to be sodded shall be prepared before delivery so that the sod can be installed immediately. Leaving sod stocked or rolled can cause severe damage and loss of plant material.
- C. Prior to laying sod, clear the soil surface of thrash, debris, roots, branches, stones, and clods larger than 2" in diameter.
- D. Do not lay sod on gravel, frozen soils, or soils that have been recently sterilized or treated with herbicides.
- E. As sodding of clearly defined areas is completed, use a weighted roller on the sod to provide firm contact between roots and soil.

2.05 Fertilizer:

- F. The fertilizer shall be a commercial grade, complying with the current State Fertilizer Laws. Fertilizer shall be of a commonly accepted analysis and conform to the following table:

Type	PERCENT BY WEIGHT		
	Nitrogen	Phosphorus	Potash
15-0-15	15	0	15
13-13-13	13	13	13
10-10-10	10	10	10
8-8-8	8	8	8
0-14-14	0	14	14
4-12-12	4	12	12
4-16-8	4	16	8
Super Phosphate	18		
Ammonium Nitrate	33.5		
Ammonium Sulphate	20.5		
Nitrate of Soda	16		
Muriate of Potash	60		

- G. An allowance of five percent variation or tolerance of the above proportions will be permitted based on relative commercial value.
- C. Cottonseed meal shall contain 41 percent protein or 6.56 percent nitrogen
- D. If the fertilizer is furnished from bulk storage, the contractor shall furnish the supplier certification of analysis and weight. A representative sample of the fertilizer shall be furnished for chemical analysis at the discretion of the Engineer.

2.06 Agricultural Limestone:

The limestone shall have a neutralizing value of 90% calcium carbonate or better and meet the following gradation requirements:

Sieve Size #10, 90% by weight passing.

Sieve Size #60, 50% by weight passing.

2.07 Mulch:

- A. Mulch materials shall be air dried and shall not be spoiled or rotted to the extent that plant stems are caked together.
- B. Mulch material containing noxious weed seeds will not be acceptable.
- C. Dry blown mulch shall be hay or straw. Mulch material application rate shall be 1 ½ to 2 tons per acre or conform to most recent version of Table MU-1 of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas. The mulch shall be spread by hand or machine to attain 75% groundcover.

- D. Mulch shall be anchored with a mulch anchoring tool or a regular form disk in areas subject to high wind conditions or on slopes greater than 4:1. The farm disk shall be set to run straight and weight should be adding to aid in the crimping process. However, the disk should not be sharp enough to cut the straw.
- E. Hydraulic mulch materials shall consist of paper, mechanically processed straw, wood, or natural fibers and tackifier.
- F. Bonded fiber matrix materials shall consist of organic defibrated fibers, cross linked insoluble hydro-colloidal tackifiers, and reinforcing natural or synthetic fibers.

PART 3 - EXECUTION

3.01 Preparation:

- A. The contractor shall dress the area to be seeded to a reasonably smooth surface, sloped to drain, and tie with surrounding contours, sidewalks, drives, etc.
- B. The contractor shall break all lumps, clods, and crusty surfaces by tillage, discing or other methods approved by the Engineer. All boulders, stumps, roots and other particles that would interfere with a mowing operation shall be removed.
- C. Gravel and/or crushed stone shall not be present in the top 4-inches of soil to be seeded or sodded.

3.02 Application:

- A. Fertilizer shall be spread uniformly in sufficient quantity to provide at least 120 pounds of nitrogen, 120 pounds of available phosphoric acid, and 120 pounds of total potash per acre as computed from the nominal contents of fertilizing ingredients.
- B. Agricultural lime shall be uniformly and evenly applied at a rate of 4,000 pounds per acre.
- C. The fertilizer and lime shall be thoroughly mixed into the soil by discing, tilling or other methods approved by the Engineer.
- D. The contractor shall take precautionary measures when applying fertilizer and lime around buildings, sidewalks and drives.
- E. Seed shall be uniformly and evenly spread over the disturbed area at rates specified by the charts in Section 2.02 Permanent Seeding and 2.03 Temporary Seeding.
- F. Dry blown mulch shall be applied at the rate of not less than 4,000 lbs per acre and shall be done within 48 hours after seeding. On slopes steeper than 3H:1V, an adhesive applied at the manufacturer's recommended rate shall be used on the mulch. On slopes 3H:1V or flatter, a mulch crimper may be used instead of the adhesive as explained in 2.07.D of this specification.
- G. Hydraulic mulch as specified in Paragraph 2.07.D of this specification shall be applied at the rate of 1,500 lbs per acre and shall be done concurrently with hydroseeding. In no case shall the applied rate be less than 1 ton per acre for hydraulically applied mulches.
- H. Bonded fiber matrix as specified in Paragraph 2.07.E of this specification shall be applied at the rate of 4,000

lbs per acre and shall be done concurrently with hydroseeding. Bonded fiber matrix shall only be applied as directed by the Engineer.

- I. The Contractor shall present documentation satisfactory to the Engineer demonstrating that the required rates of fertilizer, lime, seed, mulch, adhesive, and/or tackifier have been applied.

3.03 Cleaning:

The contractor shall clean drives, buildings, sidewalks and other areas of all construction debris and equipment, including seed, fertilizer, lime, mulch, etc.

END OF SECTION 02920

SECTION 02930 - CAST IN PLACE CONCRETE

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SECTION 02930 - CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 Section Includes:

- A. Provide cast-in-place concrete, including formwork and reinforcement where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Work including, but not limited to, concrete street replacement, curb and gutter, sidewalks, thrust blocking, pipe supports, walls and boxes, and retaining walls.

1.02 Related Sections:

- A. Section 02249 - Trenching, Backfill and Compaction for Utility Trenches
- B. Section 02260 - Subsurface Crossing

1.03 Unit Prices:

The CONTRACTOR shall refer to the Bid Schedule for appropriate unit pricing for concrete work. All items not specifically listed in the Bid Schedule shall be incidental to the pipe.

1.04 References:

- A. ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete".
- B. ACI 318 "Building Code Requirements for Reinforced Concrete".
- C. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

1.05 Submittals:

Shop Drawings (Reinforcement): Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.

1.06 Quality Assurance:

Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:

- 1. ACI 301 "Specifications for Structural Concrete for Buildings".
- 2. ACI 318 "Building Code Requirements for Reinforced Concrete".

3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

PART 2 - PRODUCTS

2.01 Materials:

A. Form Materials:

1. Forms for Exposed Finished Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
2. Forms for Unexposed Finish Concrete: Form concrete surfaces which will be exposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
3. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

B. Reinforcing Materials:

1. Reinforcing Bars: ASTM A615, Grade 60, deformed.
2. Steel Wire: ASTM A82, plain, cold-drawn, steel.
3. Welded Wire Fabric: ASTM A185, welded steel wire fabric.
4. Welded Deformed Steel Wire Fabric: ASTM A497.
5. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers, and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications, unless otherwise approved by the ENGINEER in advance.

C. Concrete Materials:

1. Portland Cement: ASTM C150, Type I or II low alkali, unless otherwise acceptable to the ENGINEER.
2. Use one brand of cement throughout project, unless otherwise acceptable to the ENGINEER.
3. Fly Ash: ASTM C 618, Type C or Type F.
 - a. Limit use fly ash to not exceed 25% of cement content by weight.
4. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
 - a. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing or deleterious substances.

- b. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to ENGINEER.
5. Water: Drinkable.
 6. Air-Entraining Admixture: ASTM C260.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - "Sika Aer"; Sika Corp.
 - "MB-VR or MB-AE"; Master Builders
 - "Dorex AEA"; W.R. Grace
 - "Edoco 2001 or 2002"; Edoco Technical Products.

2.02 Mixes:

A. Proportioning and Design of Mixes:

1. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method is used, use an independent testing facility acceptable to ENGINEER for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to ENGINEER.
2. Submit written reports to ENGINEER of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by ENGINEER.
3. Design Mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:
 - a. 3000 psi 28-day compressive strength; W/C ratio, 0.58 maximum (non-air-entrained), 0.46 maximum (air entrained).
4. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content as required.
5. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - a. Ramps, slabs, and sloping surfaces: Not more than 3".
 - b. Reinforced Foundation Systems: Not less than 1" and not more than 3".
 - c. Concrete Containing HRWR Admixture (Super Plasticizer): Not more than 8" after addition of HRWR to verified less than 3" slump concrete.
 - d. Other Concrete: Not more than 4".

B. Concrete Mixes:

1. Ready-Mix Concrete:.....Comply with requirements of ASTM C94, and as herein specified.

2. Air Temperature.....Maximum allowable combined mixing, delivery and placement time.

Less than 85-degrees.....Per ASTM C94 unless a shorter time is necessary due to the job conditions, but 1-1/2 hours maximum.

85-degrees - 90-degrees F.....75 Minutes

Greater than 90-degrees F.....60 Minutes

When air temperature is between 85-degrees F. and 90-degrees F. reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90-degrees F., reduce mixing and delivery time to 60-minutes.

PART 3 - EXECUTION

3.01 Preparation:

A. Formwork:

1. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structures. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
2. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.
3. Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
4. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
5. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set time to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
6. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
7. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.
 - a. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is 1" inside concrete and will not leave holes larger than 1" diameter in concrete surface.

8. **Cleaning and Tightening:** Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and other debris just before concrete is placed. Retighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

B. Placing Reinforcement:

1. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
2. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
3. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
4. Place reinforcement to obtain at least minimum coverage for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
5. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

C. Joints:

1. **Construction Joints:** Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to ENGINEER.
2. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
3. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints or as noted on Drawings.
4. **Control Joints in Slabs or Ground:** Construction contraction joints to form panels as directed. Tool slab edges round on each side of contraction joint.

D. Installation of Embedded Items:

General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

E. Preparation of Form Surfaces:

1. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface conditions.
2. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.

3. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
4. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.02 Concrete Placement:

- A. No concrete shall be placed without the approval of the ENGINEER. The CONTRACTOR shall give the ENGINEER at least 48 hours advance notice prior to placing any concrete. Concrete shall be placed in one continuous operation from construction joint to construction joint. Construction joints in slabs and beams and vertical construction joints in walls shall be formed. Location of all construction joints shall be approved by the ENGINEER. All concrete shall be thoroughly compacted and worked around all reinforcements and embedded items and into the corners of the forms. Compaction shall be accomplished by internal vibration supplemented by hand spading in the corners and angles of forms and along form surfaces. Vibration shall not continue long enough to cause segregation. When placing concrete under formwork, air holes shall be drilled into the form to prevent air pockets from forming.
- B. Concrete shall not be allowed to drop freely a distance greater than 5 feet. If concrete is to be placed greater than 5 feet below the concrete bucket, the CONTRACTOR shall provide tremies or other approved means for depositing the concrete.
- C. Chutes shall not be used to deposit concrete unless specifically authorized by the ENGINEER. If chutes are approved for use, they shall be fabricated of metal with rounded bottoms, end baffles and shall be sloped adequately to prevent segregation of materials.
- D. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix. Remove all debris, dirt, water, trash, etc. form forms prior to placing concrete.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- F. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- G. Maintain reinforcing in proper position during concrete placement operations.
- H. Concrete shall be placed only when the ambient temperature is 40-degrees F. and rising. In freezing weather, concrete shall only be poured with the approval of the ENGINEER. The CONTRACTOR shall be responsible for protecting newly poured concrete from freezing and shall maintain newly poured concrete at a temperature of at least 50-degrees F. for 72 hours after pouring.
- I. The CONTRACTOR is responsible for protecting all concrete structures from damage due to excavation, blasting, etc. Any damaged structure shall be repaired or replaced by the CONTRACTOR as directed by the ENGINEER.

- J. When concrete is to be placed in wall forms either in the initial pour against a slab or secondary lifts on previous wall sections, the CONTRACTOR shall place a 6-inch deep layer of cement grout against the old concrete. The grout shall be a design mix as strong or stronger than the wall to be poured.
- K. Metal ties or anchorages within the forms shall be equipped with cones, she-bolts or other devices that permit their removal to a depth of at least one inch without injury to the concrete. The holes shall be filled with an epoxy grout or patching mortar as per the manufacturer's recommendations.

3.03 Concrete Finishes:

- A. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, damp-proofing, painting or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with voids, fins or other projections, completely removed and smoothed.
- C. Broom Finish: Apply broom finish to sidewalks, curb and gutters and other areas as directed.
 - 1. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route.

3.04 Concrete Curing:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 7 days.
- B. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
- C. Provide moisture control by one of the following methods:
 - 1. Keep concrete surface continuously wet by covering with water.
 - 2. Continuous water-fog spray.
 - 3. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges with 4" lap over adjacent absorptive covers.
 - 4. Coat concrete with curing and sealing compound as per manufacturer's recommendations.

3.05 Field Quality Control:

- A. The OWNER will employ a testing laboratory to perform tests and to submit test reports. However, the OWNER is not obligated to perform the test for the convenience of the CONTRACTOR.

- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by ENGINEER. The CONTRACTOR shall conduct tests as necessary to ensure that the concrete meets all requirements of the Specifications.
- C. Sampling Fresh Concrete: ASTM C172; except modified for slump to comply with ASTM C94.
1. Slump: ASTM C143; one (1) test at point of discharge for each delivery of each type of concrete; additional tests when concrete consistency seems to have changed.
 2. Air Content: ASTM C173; volumetric method for lightweight or normal weight concrete; ASTM C231 pressure method for normal weight concrete; one (1) for each day's pour of each type of air entrained concrete.
 3. Concrete Temperature: Test hourly when air temperature is 40E F and below and when 80E F and above; and each time a set of compression test specimens are made.
 4. Preparation of Concrete Cylinders: ASTM C31; one (1) set of three (3) for each day's pour exceeding five (5 c.y.) cubic yards, plus additional sets for each additional twenty-five (25 c.y.) cubic yards of each concrete class placed in any one (1) day.
 5. Compressive Strength Tests: ASTM C39; one (1) specimen tested at seven (7) days, one (1) specimen tested at twenty-eight (28) days, and one (1) specimen retained in reserve for later testing if required.
- D. Acceptance of Concrete: Concrete may be accepted on the basis of construction cylinders that meet the required compressive strength specified for the design mix. The concrete will be acceptable provided one (1) cylinder of each set breaks at or above the twenty-eight (28) day design strength. In the event that the cylinders tested do not meet the above criteria, then the reserve cylinder shall be tested. Should the reserve cylinder fail to break at or above the design strength, additional testing may be required as specified in 3.05.E of this Section.
- E. Questionable Concrete: Failure to measure up to any of the specified conditions shall constitute questionable concrete and additional tests shall be made at the expense of the CONTRACTOR. The ENGINEER may also require additional tests to be made at the CONTRACTOR'S expense when individual compressive tests below specified strengths are identified as having been made from concrete placed in positions of critical structural importance. Additional tests shall be in accordance with "Methods of Securing, Preparing, and Testing Specimens from Hardened Concrete for Compressive and Flexural Strengths (ASTM C42). Cores shall be 4-inches in diameter and a minimum of 7-1/2" long before capping. If the core tests fail to demonstrate strength satisfactory to the ENGINEER, then the unsatisfactory portion and adjacent area of the structure shall be removed and reconstructed to meet the requirements of the Drawings and Specifications and in a manner acceptable to the ENGINEER.

3.06 Protection:

The CONTRACTOR shall protect all freshly poured concrete from damage until final acceptance of the work.

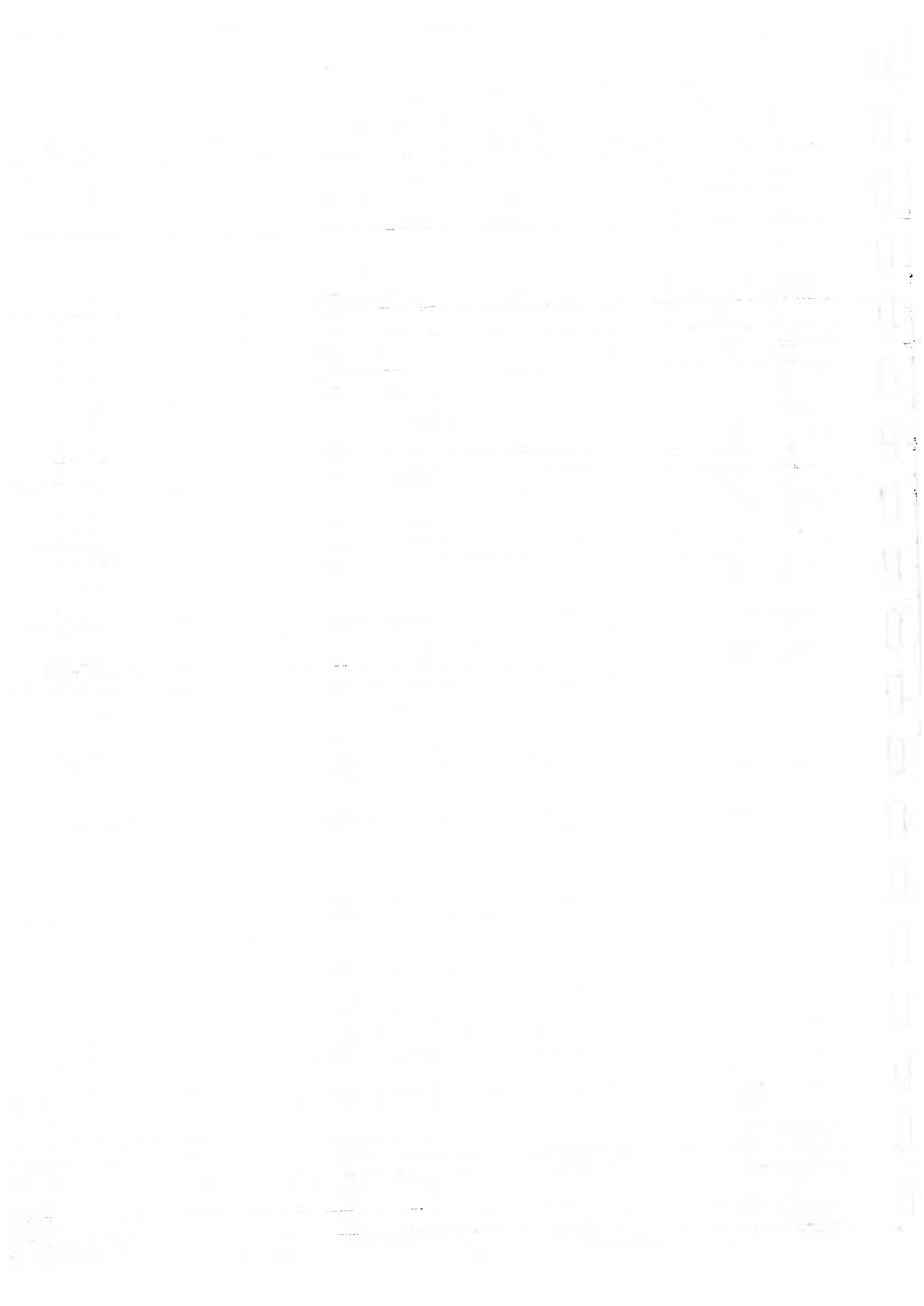
3.07 CONTRACTOR'S Responsibility:

The ENGINEER'S acceptance of tests and methods shall in no way relieve the CONTRACTOR of his responsibility to perform a complete job in accordance with these specifications. The CONTRACTOR is solely responsible for testing, placing, curing, etc., the concrete to insure its acceptability to the OWNER regardless of tests performed or not performed by the OWNER.

END OF SECTION 02930

SECTION 02932 - UNIT MASONRY FOR SITEWORK

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SECTION 02932 - UNIT MASONRY FOR SITEWORK

PART 1 - GENERAL

1.01 Section Includes:

This Section of Specifications covers the material and installation requirements for unit masonry work required in the construction for masonry work required for storm drainage structures.

1.02 Related Sections:

- A. Section 02246 – Roadway and Parking Lot Construction
- B. Section 02247 – Site Construction

1.03 Payment:

No separate payment shall be made for Unit Masonry For Sitework as the cost of this item of the work shall be incorporated in the various unit pricing of the work.

1.04 Quality Assurance:

A. Materials and methods of construction shall comply with the following standards:

1. Manufacturer's Specifications.
2. Brick Institute of America, (BIA): Technical Notes on Brick Construction.
3. National Concrete Masonry Association (NCMA): TEK Bulletins.
4. The American Society for Testing and Materials (ASTM).

B. Comply with the applicable requirements of local governing authorities and American National Standards Institute (ANSI) A41.1, Building Code Requirements for Masonry, for the types of unit masonry construction indicated.

1.05 Delivery, Storage, and Handling:

A. Unit Masonry Materials:

1. Deliver, store, and handle masonry materials to prevent damage and soiling.
2. Stack masonry units off the ground on wood pallets or platforms. Exercise particular care in the storage, handling, and installation of masonry units.

B. Masonry Accessories: Deliver, store, and handle masonry accessories to prevent weather damage and deterioration.

C. Mortar Materials:

1. Deliver cement, lime, and admixture materials in manufacturer's unopened and undamaged containers with labels intact and legible. Store materials off the ground, under cover, and protect from weather

damage and deterioration.

2. Stockpile and handle aggregates to prevent mixing with foreign materials.

1.06 Project Conditions:

- A. Do not use metal accessories with loose rust or other coatings, including ice, which will reduce bond.
- B. Protect partially completed masonry work against weather damage and moisture, when work is not in progress. Cover tops of walls with strong, waterproof, non-staining membrane. Extend membrane at least 2'-0" down both sides of walls and hold securely in place.
- C. Cold Weather Construction:
 1. Precondition masonry materials to maintain minimum 50 degrees F. temperatures when installed.
 2. Protect all masonry from freezing when the temperature of the outside air is 40-degrees F. and falling. Heat materials and provide temporary protection of completed portions of masonry work. Comply with BIA "Construction and Protection Recommendations for Cold Weather Masonry Construction" and NCMA "TEK Bulletin No. 16A".
 3. No masonry work will be permitted when outside air temperature is below 32-degrees F.
 4. Do not use frozen materials or materials mixed or coated with ice or frost.
 5. Do not build on frozen work. Remove and replace masonry work damaged by frost or freezing.
 6. Do not use anti-freeze or calcium chloride in any mortar.
 7. Protect completed masonry work against freezing for not less than 4 days after laying.
- D. Protect adjacent work from damage, soiling, and staining during masonry work operations.

PART 2 - PRODUCTS

2.01 Materials:

- A. Concrete Masonry Materials:
 1. Hollow load-bearing units: ASTM C90, Grade N, Type I.
 2. Solid load-bearing units: ASTM C145, Grade N, Type I.
 3. Concrete Brick: ASTM C55, Grade N, Type I.
 4. Aggregate: ASTM C33 normal weight aggregate, dry unit net weight not less than 125 lbs. per cu. ft.
 5. Provide modular dimension, standard concrete masonry units, nominal 8" high x 16" long (7-5/8" x 15-5/8" actual) with manufacturer's standard color and texture on exposed faces.
 6. Curing: Cure units in a moisture controlled atmosphere to comply with ASTM C90, Type I units or provide units cured not less than 30-days at atmospheric pressure.

7. **Moisture Content:** Comply with ASTM C426 requirements.
Exposed faces of decorative units shall be lightweight split face finish as manufactured by Grassell; Split faced Dry Block or approved equal.

Provide for special shapes for lintels, corners, jambs, sash, control joints, headers, bonding and other special conditions.

B. Masonry Accessories:

1. **Horizontal Joint Reinforcement:** Welded truss type with deformed continuous side rods and plain cross rods. Prefabricate in lengths not less than 10'-0" with matching corners and tee units. Unit width of 1-1/2" to 2" less than wall thickness.
 - a. **Multiple wythe/single wythe masonry:** Single 9-gauge side rods; 9-gauge cross rods.
 - b. **Finish:** 1.5 ounce hot-dip galvanized finish.
2. **Anchoring Devices:** Provide strap anchors, inserts, anchor slots, bolts, and rods of type and size indicated. Provide noncorrosive metals or hot-dip galvanized finished steel materials.
3. **Reinforcing Bars:** ASTM A615, A616 or A617, Grade 60 new domestic deformed steel bars of sizes indicated.

C. Mortar:

1. **Portland Cement:** ASTM C150, Type I, color selected by OWNER.
2. **Masonry Cement:** ASTM C91.
3. **Hydrated Lime:** ASTM C207, Type S.
4. **Aggregate:** ASTM C144, clean masonry sand, not over 10% to pass #100 sieve.
5. **Water:** Clean, fresh, and potable.

2.02 Mortar Mix:

- A. **Type M Mortar:** ASTM C270 proportions by volume. Minimum average compressive strength at 28-days of 2,500 psi.
- B. **Measure and batch materials either by volume or weight.** Use accurate measuring devices to ensure uniformity and coloration of mix.
- C. **Mix cementitious materials and aggregate in a clean mechanical mixer for at least 5 minutes.** Add water in amount to provide satisfactory workable consistency of mortar.
- D. **Retempe mortar as required within 2 hours of mixing to replace water lost by evaporation.** Use and place mortar in final position within 2-1/2 hours of the initial mixing. Discard mortar after 2-1/2 hours of the initial mixing.

SECTION 20000 - SPECIAL CONDITIONS FOR SITE WORK

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SECTION 20000 - SPECIAL CONDITIONS FOR SITE WORK

PART 1 - GENERAL

1.01 General:

The Special Conditions, Technical Specifications and Supplemental Conditions are intended to be an addition and not a substitution or modification of the General Conditions. However, if there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Supplemental Conditions, precedence shall be given in accordance with the terms of the Contract Agreement.

1.02 Construction Staking:

All construction staking will be provided by McGiffert and Associates, LLC as part of the consultant contract.

1.03 Existing Utilities:

Locations of existing utilities where indicated on the construction plans, are based on information provided by the utilities OWNERS. Neither the OWNER nor the ENGINEER warrants the accuracy of this information, rather this is provided to indicate the general nature which the CONTRACTOR will encounter during the execution of the work. The CONTRACTOR shall be responsible for locating and protecting existing utilities during the execution of the work.

1.04 Damage to Existing Roadways:

Any damage to existing roadways shall be repaired in a timely manner as directed by the OWNER's representative and shall be at the expense of the CONTRACTOR.

1.05 Traffic Control

It shall be the responsibility of the CONTRACTOR to notify TDOT, Police Departments, and Fire Departments a minimum of seven (7) days in advance of all road closures prior to closing. The CONTRACTOR shall refer to the National Manual on Uniform Traffic Control Devices, latest edition and the Traffic Control Phases and Sketches included in the construction plans and documents during construction. The CONTRACTOR shall maintain proper traffic control items at all times.

1.06 Material and Equipment Storage:

No equipment or materials shall be stored on public right-of-ways.

1.07 Easements and Right-of-Way:

There shall be no material or equipment storage, any stockpiling, access, vehicular parking, construction workers access, or any other construction activity outside of any of the existing or acquired easements / rights-of-way on the project without written permission from the property owners.

1.08 Rock Excavation:

Rock excavation, if necessary, shall be considered incidental to the project.

1.09 City of Tuscaloosa Watermain Extension (Relocation):

As stated in Section 02665, the Contractors unit prices shall include installation and materials. No watermain extension applications will be required for this project. The Contractor or Subcontractor installing watermains for this project shall be on the City of Tuscaloosa's Approved Watermain Contractor list. Additionally, City Personnel must be notified prior to the watermain relocation activities.

1.10 Construction on Adjacent Site/Condition of Construction Area:

Construction is underway on the adjacent site (The Shops at Legacy Park). The Contractor is responsible for protecting all existing utilities, building pads, etc. Any damage to property on the adjacent site is the responsibility of the Contractor. Bidders are solely responsible for assessing the site conditions prior to bidding this project. Bids shall be prepared acknowledging existing site conditions, temporary construction easement arrangement and site access.

1.11 Double 8' x 4' Concrete Box Culvert:

The double 8' x 4' concrete box culvert may be constructed by either the cast-in-place method or precast sections as outlined below.

Precast Concrete Box Culvert:

Precast box sections shall be designed in accordance with AASHTO "H-20" loading. Precast concrete box sections shall be manufactured by the one piece design in accordance with ASTM C 1433 (replaced C 789 and C 850) and AASHTO M 259/M 273. Concrete compressive strength shall be a minimum of 5,000 psi. Joints shall be tongue and groove which can be sealed with mortar, bulk mastic, or preformed flexible sealant per AASHTO M 198(B) and ASTM C 990.

Materials used in manufacturing shall be as follows:

1. Type I or II cement per ASTM C 150 and fly ash
2. Aggregate per ASTM C 33
3. Reinforcement shall consist of welded wire fabric per ASTM A 185 or A 497

Cast-In-Place Box Culvert:

Cast-in-place box culverts shall be constructed according to Alabama Department of Transportation (ALDOT) Standard Drawing No. CD-84.

1.12 Waterstop Sealant

All concrete cold joints (cast-in-place structures, culverts, slope paving, etc.) shall have conseal CS-231 controlled expansion waterstop sealant (or engineer approved equivalent) applied per manufacturer's installation specifications.

END OF SECTION 20000



ADDENDUM NO. 1

Date: December 30, 2014
Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580
Bid Date: Thursday, January 8, 2015
2:00 p.m. local time
City Council Chambers in City Hall

The following changes, additions, clarifications, and/or deletions are hereby made part of the Contract Documents for the project referenced above as fully and completely as if the same were set forth fully therein:

1. **Pre-Bid Conference Agenda:**
The Pre-Bid Conference Agenda and list of attendees is attached hereto.
2. **Stop bar and stop sign:**
A stop bar and stop sign have been added to Sheet C3.0 (Alley Plan and Profile). Stop bar detail and sign mounting detail have been added to Sheet C6.4 (Construction Details). Payment for these items shall be included in Pay Item No. 512 (Roadway/Parking Striping and Signage).
3. **Steel storm drain at Hillard Drive:**
60" diameter steel storm drain (jack and bore installation) shall have a wall thickness of 1.0" rather than the 0.5" wall thickness stated in the construction drawings.
4. **Deadline for bidder questions:**
To allow for adequate response time, all questions must be submitted no later than 5:00 p.m. local time on Tuesday, January 6, 2015.
5. **Structural drawing revisions:**
Dimensions have been revised on the attached Sheet C6.8. Clarification/detail reference has been added on the attached Sheet C6.9.
6. **Bid schedule revision:**
A revised bid schedule is attached hereto. Pay items for solid sod, temporary grassing and permanent grassing have been added. Bidders are completely responsible for checking/verification cellular math/formulas.
7. **Lengths of precast culverts:**
The minimum length of precast sections shall be 4'. The maximum length of precast section shall be 8'.
8. **Removal of forms on cast-in-place culvert:**
Should the contractor elect to cast-in-place the box culverts, the inside forms shall not be removed until 72 hours after the respective pour.
9. **Contractor licensing requirements:**
In addition to any other contractor licensing requirements set forth in the bid documents, the contractor shall hold at a minimum, an "MU" classification with the Alabama Licensing Board for General Contractors.

10. Crushed aggregate base under curb & gutter:

Per the detail shown on Sheet C6.1, the crushed aggregate base course (ALDOT Section 825, Type "B") shall be installed under the curb & gutter and/or valley gutter. This detail will govern over the alley cross section sheets, specifically relative to the base under the curb & gutter. Also, no additional payment will be made for any "wedge" of crushed aggregate installed behind the vertical plane of either the back of curb or back of valley gutter.

Attachments:

- Pre-Bid Conference Agenda & List of Attendees (pages A1-A6)
- Revised construction plan sheets C3.0 & C6.4 (pages A7-A8)
- Revised construction plan sheets C6.8 & C6.9 (pages A9-A10)
- Revised bid schedule (pages A11-A12) & .xls format

END OF ADDENDUM NO. 1



RECEIPT OF ADDENDUM NO. 1

Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580

The following hereby acknowledges receipt of Addendum No. 1, dated December 30, 2014.

Complete the following and return by fax to (205) 759-1524 or scan and email to dmarcum@mcgiffert.com.

We are in receipt of Addendum No. 1 and fully understand the contents and our bid on the above referenced project submitted reflects the intent of this Addendum.

REV CONST. INC
Contractor Name

*By: Eddie Yent

Date: 1/5/15

* Signature must be by person legally qualified to sign bid.



CITY OF TUSCALOOSA
CEDAR CREST DRAINAGE STRUCTURE PROJECT
City of Tuscaloosa Project No. A13-0580
Pre-Bid Conference Agenda

December 30, 2014; 10:00 a.m. local time

1. A. Introduction

- City of Tuscaloosa
- McGiffert and Associates, LLC
- Birmingham Construction Industry Authority (BCIA) – City Consultant for MBE/DBE/WBE
- Others

2. Bid Opening: Thursday, January 8, 2015; 2:00 p.m. local time
City Council Chambers of City Hall

Note: MBE/DBE/WBE Form 1, Documentation Statement and Acknowledgement, and Form 2, Bid Solicitation Notice, needs to be completed and turned in before leaving Pre-Bid Meeting.

3. Organization of Contract Documents

- Bid Proposal (pages 14-18)
- Specific attention to unbalanced or off-set bids, particularly lump sum items.
- Complete all forms and proposal (use enclosed forms); Return complete contract manual.
- Bid Bond – As per contract documents (5% not to exceed \$10,000.00) (pages 20-21).
- City of Tuscaloosa Special Conditions for Federally funded project applies (pages 71-84)
- Sales & Use Tax Certificate of Exemption (pages 85-87)
- Sales & Use Tax Savings Accounting (fill in blanks, page 15)
- MBE/DBE/WBE Form 3, Participation Goal (page 99) required to be submitted with bid.
- MBE/DBE/WBE Form 4, Contractors Submitting Bids (page 100) required to be submitted with bid.

4. Addenda

- Any future addendum will be issued via email

5. Eligibility:
 - Must meet qualification requirements of the City of Tuscaloosa.
 - Must be licensed Alabama Contractor with appropriate bid limit amount.
 - Must have or obtain City of Tuscaloosa Business License.
 - Must have representative present at Pre-Bid Conference (prime bidders only).
6. Experience of Bidder Requirements (page 16).
7. Contractor (prime contractor) must perform 50% of work with Own Forces Requirement (page 17).
8. Subcontractors – list to be provided with bid (pages 17-18).
9. MBE/DBE/WBE Participation (pages 88-91).
 - BCIA/Office of City Attorney to assist with any questions regarding City policy(s).
 - 10% to 20% goal for MBE/DBE/WBE participation.
 - Form 1 Documentation Statement and Acknowledgement (page 89) and Form 2 Bid Solicitation Notice (pages 90-95) to be submitted prior to leaving Pre-Bid (See attached forms).
10. Change Orders (page 27-28)
11. Anticipated Schedule to Award and Proceed
 - Notice of Awardtentatively 1/29/15
 - Notice to Proceed.....tentatively 2/5/15
12. Time for Completion (page 29) – ninety (90) calendar days
13. Extensions of Time (page 29-30)
 - Notice within 10 days of occurrence
 - Weather Conditions – No delays due to rain, wind, flood, or other natural phenomenon of normal intensity for the Tuscaloosa area (page 30).
14. Liquidated Damages (page 30-31) - \$500 per calendar day.
15. Insurance (pages 39-43)
 - Limits
 - Right of Subrogation
 - Certificates
16. Contractors Schedule (page 30)
 - Schedule to be submitted to Engineer immediately following Notice of Award.

17. Superintendent (page 31)

- Must be on-site at all times work is occurring, even by subcontractors.
- Superintendent On Call 24 hours, 7 days per week

18. Stormwater Management and Temporary Erosion Control

- Permit application and supporting documents prepared by McGiffert and Associates, LLC, on behalf of the City.
- McGiffert and Associates, LLC, on behalf of City, providing monthly monitoring/reporting; no cost to Contractor.
- Contractor responsible for permit fee (\$1,155); allowance in Bid Schedule.
- Any costs associated with notice of violation, enforcement actions, fines, etc. will be the responsibility of the Contractor.

19. Construction Observation

- Provided by McGiffert and Associates, LLC on behalf of the City.
- No work performed on project without resident observer on-site unless prior arrangements have been made.

20. Site Access and Easements

- No work outside City rights-of-way or easements without written permission from property owners.

21. Sites for Material Storage

- Contractors responsibility
- Storage of materials on public right-of-way is prohibited.

22. Safety

- The Contractor shall be responsible for all project safety. Neither the Engineer nor the Owner will be responsible for the Contractors safety precautions, means, methods, sequences, or procedures.

23. Traffic Control

- Contractors responsibility
- Notification of any closures, closure plans, detours, barricades, cones, barrels, etc., as per the MUTCD, latest edition.
- Contractor shall coordinate road crossings for utilities, conduit, etc. so as to minimize road blockages by having enough personal, equipment, etc. to perform multiple crossings at one-time during blockages.

24. Damage to Existing Roadways

- Any damages to existing roads shall be repaired promptly at the expense of the Contractor.

25. Existing Utilities

- Contractor shall coordinate with Utility Companies for any work necessary to stabilize or protect existing utilities.

26. City of Tuscaloosa Watermain Extension (Relocation):

- As stated in Section 02665, the Contractors unit prices shall include installation and materials. No watermain extension applications will be required for this project. The Contractor or Subcontractor installing watermains for this project shall be on the City of Tuscaloosa's Approved Watermain Contractor list. Additionally, City Personnel must be notified prior to the watermain relocation activities.

27. Construction on Adjacent Site/Condition of Construction Area:

- Construction is underway on the adjacent site (The Shops at Legacy Park). The Contractor is responsible for protecting all existing utilities, building pads, etc. Any damage to property on the adjacent site is the responsibility of the Contractor. Bidders are solely responsible for assessing the site conditions prior to bidding this project. Bids shall be prepared acknowledging existing site conditions, temporary construction easement arrangement and site access. Additionally, there will be no additional payment for costs that arise from existing topographic conditions which differ from the existing topography shown on the construction drawings.

28. Double 8' x 4' Concrete Box Culvert:

- The double 8' x 4' concrete box culvert may be constructed by either the cast-in-place method or precast sections as outlined below.

Precast Concrete Box Culvert:

Precast box sections shall be designed in accordance with AASHTO "H-20" loading. Precast concrete box sections shall be manufactured by the one piece design in accordance with ASTM C 1433 (replaced C 789 and C 850) and AASHTO M 259/M 273. Concrete compressive strength shall be a minimum of 5,000 psi. Joints shall be tongue and groove which can be sealed with mortar, bulk mastic, or preformed flexible sealant per AASHTO M 198(B) and ASTM C 990.

Materials used in manufacturing shall be as follows:

1. Type I or II cement per ASTM C 150 and fly ash
2. Aggregate per ASTM C 33
3. Reinforcement shall consist of welded wire fabric per ASTM A 185 or A 497

Cast-In-Place Box Culvert:

Cast-in-place box culverts shall be constructed according to Alabama Department of Transportation (ALDOT) Standard Drawing No. CD-84.

29. Waterstop Sealant

- All concrete cold joints (cast-in-place structures, culverts, slope paving, etc.) shall have conseal CS-231 controlled expansion waterstop sealant (or engineer approved equivalent) applied per manufacturer's installation specifications.

30. Demolition of Existing Concrete Flume

- To minimize erosion/off-site sedimentation, the Contractor shall remove the existing concrete flume incrementally, i.e. as needed to prepare subgrade and construct portions of proposed box culvert.

31. Box Culvert Trench Payment Limits

- Bidders should pay close attention to the payment limits shown on the box culvert detail sheet (C6.1). No additional payment will be made for backfill components outside of the stated pay limits.

32. Existing Chain Link Fencings

- The existing chain link fencing (fabric/mesh) shall be delivered to TDOT Headquarters (1000 28th Avenue Tuscaloosa, AL 35401) upon removal.

33. Comments:

City of Tuscaloosa

34. Questions:

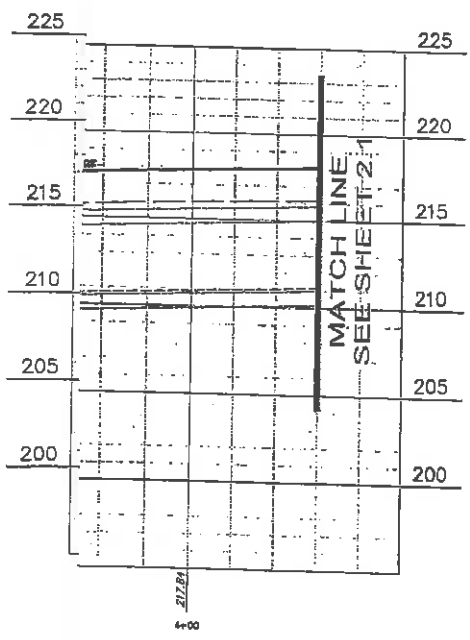
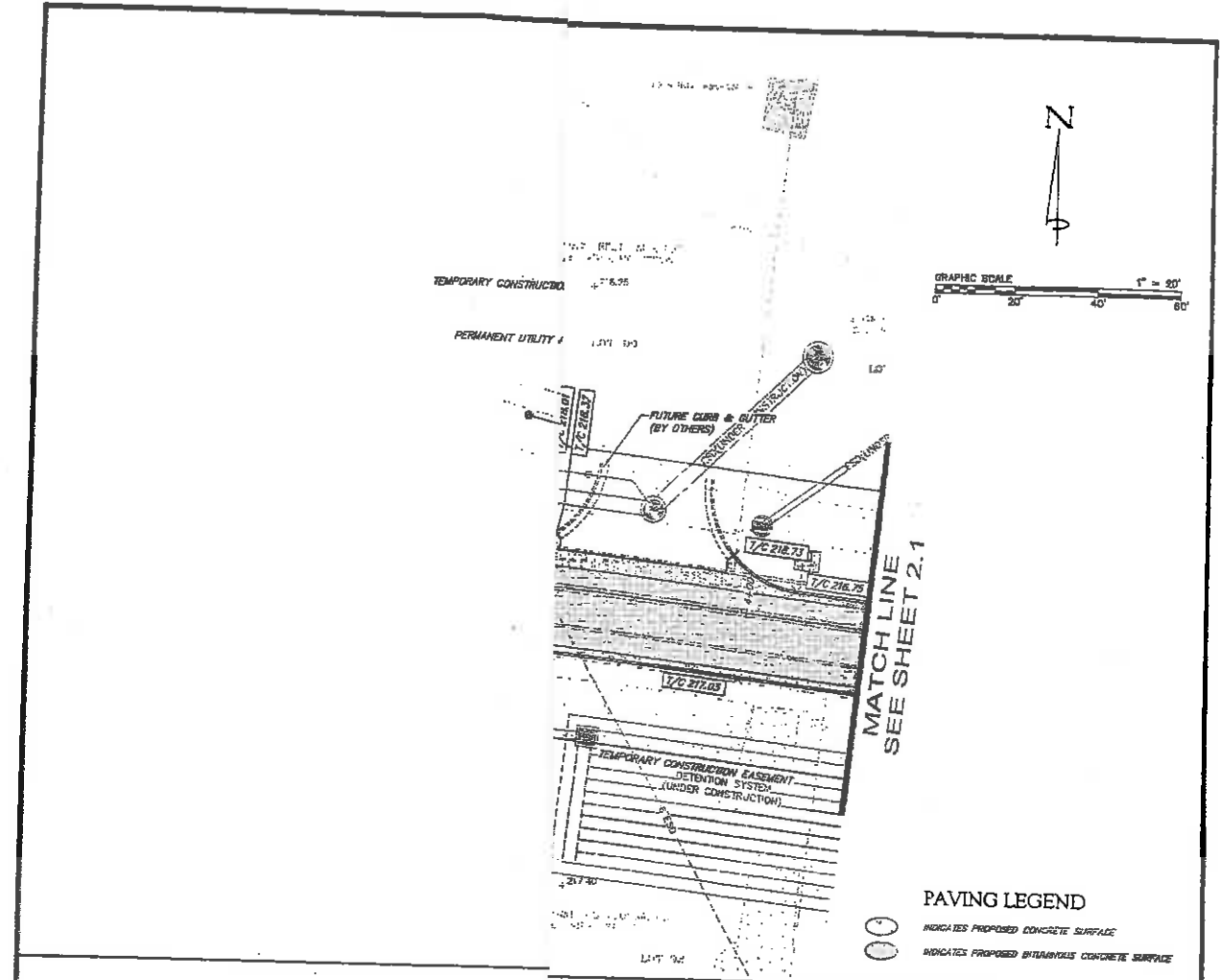
35. Site Visit (Optional)



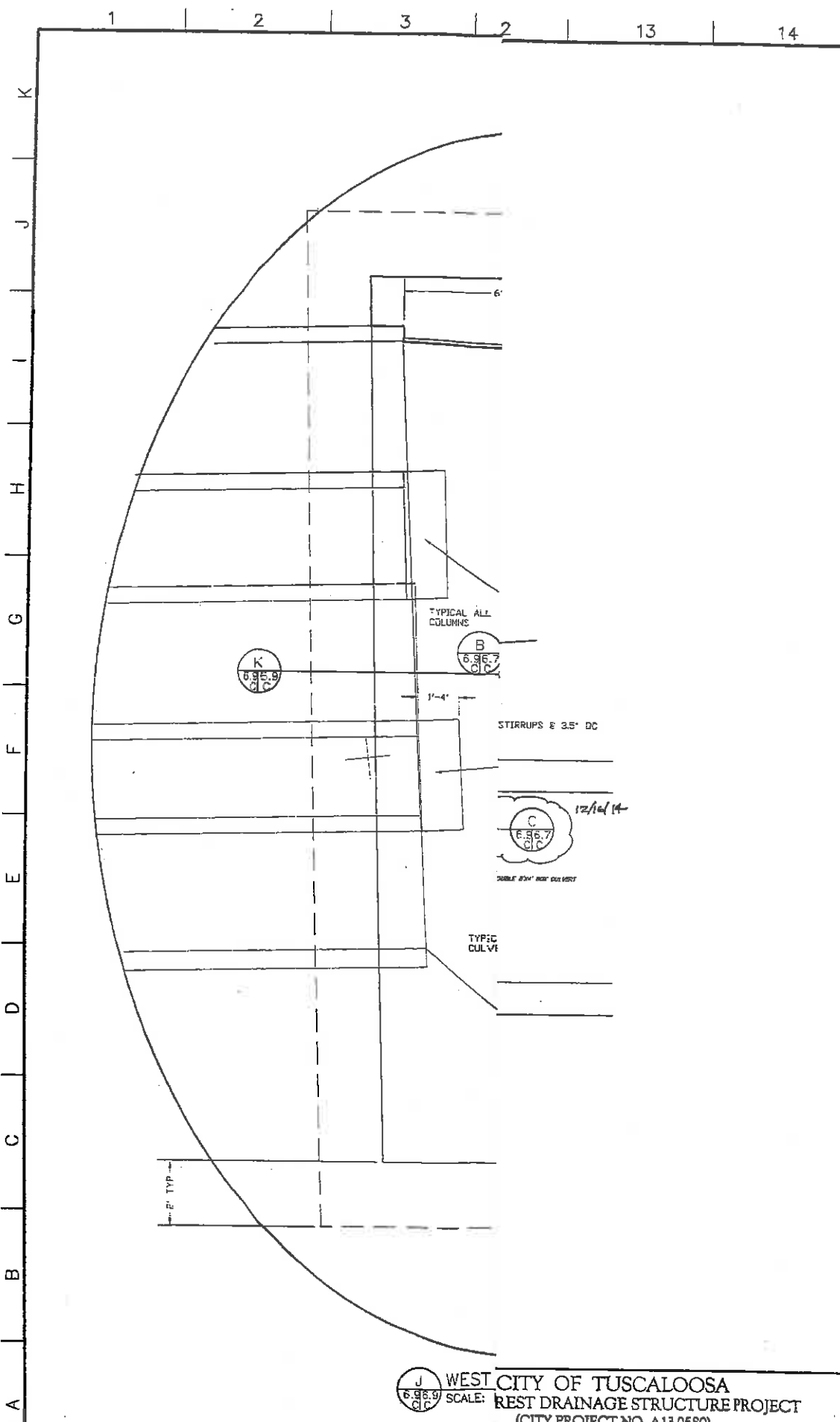
CITY OF TUSCALOOSA
CEDAR CREST DRAINAGE STRUCTURE PROJECT
CITY OF TUSCALOOSA PROJECT NO. A13-0580
PRE-BID CONFERENCE AGENDA SIGN-IN SHEET
Tuesday, December 30, 2014

cjames@russocorp.com

	Name	Company	Phone Number	Fax Number	email address
1	Chris Poling	KAROS, LLC	205-333-8500	333-8555	cpoling@reconinc.net
2	Keith Andrews	"	"	"	keandrews@reconinc.net
3	Tom Key	Russo Construction	205-923-4234	205-923-0665	tkkey@russocorp.com
4	Jeremy Hill	Pace Construction Co. Inc.	205-553-4520		jh5@paceconstructioninc.com
5	LEE WILLIAMS	RYAN SHIRLEY, INC.	205-380-1805	205-330-9402	williams@ryanshirleyinc.com
6	JEREMY RYAN	L & D Moore Contracting	205-343-0800		jeremyriley@gmail.com
7	RILEY POINT BELL	C.S.B. BLDG	205-879-5748	N/A	rpowell@csbce.com
8	Primm Mitchell	M. Fehel Contracting Service	334-225-4678	334-225-4470	primm@mfcontracting.net
9	Andy Henschelmann	John Platt Company	205-345-5678	205-752-3245	ahenschman@jplatt.com
10	Math Jenkins	REV Construction	205-349-1860	205-349-1862	gradypugh@yahoo.com
11	Patrick Shaw	Cummings Civil	205-361-1885	205-366-0743	patrick@cumshawcivil.com
12	Williams Godwin	GFC	205-758-1948	205-758-3303	godwin@fcconstruction.com
13	Trent Plier	Chilton Contractors	205-688-3290	205-688-1165	tplier@chiltoncontractors.com
14	Carolee Cross	Dominion Construction	205-342-2030	205-345-6130	ccross@dominion.com
15	JOSIA YATES	CITY	205-248-5387		JOSIAYATES@TUSCALOOSA.GOV
16	Nerdy McBride	City of Tusc.			NMcbride@tuscaloosa.com
17	Kristen Love	City of Tusc.	205-248-5140		Klove@tuscaloosa.com
18					
19					
20					
21					
22					



<p align="center">CITY OF TUSCALOOSA CEDAR CREST DRAINAGE STRUCTURE PROJECT (CITY PROJECT NO. A.13-0580)</p>			
<p align="center">ALLEY PLAN AND PROFILE</p>			
BY M T M J D	FILE NAME: COT-CedarCrest-ALLEY-PP	SCALE: 1"=20'	DWG. No.
DATE OF FIELD SURVEY: Oct. 14, 2012	FIELD BOOK: 128C-B	DRAWN BY: K S M	503-13
JOB No. 13-2367	PAGE: 1-9	CHECKED BY: J L B	C3.0



DWG NAME: S12XXXXX.DWG DRAWN/CHECK BY: REM/REM
 MSS PROJECT NAME:
 MSS CLIENT NAME:
 CLIENT'S PROJECT NUMBER: PenFile--MSSNormBlack
 END CUSTOMER: SCALE: 1/2"=1' SCALE FACTOR=24.00
 SHEET: 36x24 SCALE: 1/2"=1' USEADLC (64.50 x45)
 DWG SIZE (72'X48')

MARTIN STRUCTURAL SERVICES, INC.
 PO BOX 72129
 TUSCALOOSA, AL 35407
 205-663-0505

DRAINAGE STRUCTURE NO. 2
SPECIAL JUNCTION BOX

J
 6.9 6.9 / C.C.
 SCALE:

CITY OF TUSCALOOSA
REST DRAINAGE STRUCTURE PROJECT
(CITY PROJECT NO. A13-0580)

DATE
 05/06/14
 MSS PROJECT#
 S14C03

CONSTRUCTION DETAILS			
FIELD BOOK: N/A	SCALE: Not To Scale	DWG. No.	SHEET No.
PAGE: N/A	DRAWN BY: M.E.M.	503-13	C6.9
	CHECKED BY: J.L.D.		



CITY OF TUSCALOOSA

Cedar Crest Drainage Structure Project

City Project No. A13-0580

UNIT PRICE SCHEDULE

Revised 12-30-2014

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
GENERAL/MISCELLANEOUS					
100	1	each	Project Sign		
101	1	l.s.	Clearing, Grubbing and Demolition		
102	1	l.s.	Traffic Control		
103	80	l.f.	Chain Link Fence		
EROSION CONTROL					
200	1	l.s.	Erosion Control Maintenance		
201	20	tons	Temporary Riprap Check Dam		
202	1,000	l.f.	Silt Fence, Type "A"		
203	24	each	Inlet Protection (Various Size Structures, All Stages)		
204	2	each	Construction Exit Pad		
205	200	s.y.	North American Green C125 Slope Stabilization Fabric or Engineer Approved Equivalent (Placed at the Direction of the Engineer)		
206	1	l.s.	ADEM NPDES Notice of Registration Permit Fee Allowance	1,155.00	1,155.00
207	1	l.s.	Removal of BMP's		
208	300	s.y.	Solid Sod - Tifway Bermuda (Placed at Direction of the Engineer)		
209	2	acre	Temporary Grassing		
210	1	acre	Permanent Grassing		
STORM DRAINAGE CONSTRUCTION - BOX CULVERT					
300	640	l.f.	Double 8' x 4' Concrete Box Culvert Complete per Detail (Poured-in-Place or Precast per Special Conditions)		
301	90	l.f.	6' x 4' Precast Concrete Box Culvert		
302	40	l.f.	18" RCP, Class 3		
303	16	l.f.	42" RCP, Class 3		
304	1	each	Special Junction Box (Drainage Structure No. 2)		
305	1	each	Special Junction Box (Drainage Structure No. 12)		
306	2	each	ALDOT Type "S" Inlet, Single Wing		
307	2	each	ALDOT Type "S" Inlet, Single Wing with Rear Inlet & Water Quality Snout/Sump		
308	1	each	Catch Basin Curb Inlet Box with Water Quality Snout/Sump (EJIW Type M2 Grate w/ T1 Back or Engineer Approved Equal)		
309	1	each	Convert Existing Type "S" Inlet to Grate Inlet		
310	3	each	Concrete Slope Paved Headwalls (18" RCP)		

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
311	1,000	c.y.i.p.	ALDOT Sec. 801 No. 57 Crushed Aggregate Bedding and Partial Side Backfill for Concrete Culvert		
312	1	l.s.	Filter Fabric, Terratex No. 4 or Engineer Approved Equivalent		
313	600	c.y.i.p.	Trench Foundation ALDOT Sec. 801 No. 2 Crushed Aggregate (To Be Used Only at Engineers Direction)		
314	60	l.f.	60" Diameter Steel Storm Drain, Simultaneous Jack & Bore Installation		
315	1	each	Subsurface Crossing Setup for Road Crossing		
316	150	s.y.	Concrete Slope Paving (Flume Modifications & Headwall Tie-In Downstream of Hillard Drive)		
HILLARD DRIVE WATERMAIN RELOCATION					
400	50	l.f.	12" Diameter Watermain Relocation (Includes Fittings, Valves & Appurtenances)		
401	120	s.y.	Pavement Patch		
ALLEY CONSTRUCTION					
500	700	c.y.i.p.	Topsoil Stripping & Off-Site Disposal		
501	400	s.y.	Topsoil Replacement from Off-Site (Min. 6" Thickness)		
502	1	l.s.	Unclassified Excavation		
503	200	c.y.i.p.	Excavation & Off-Site Disposal of Unsuitable Material		
504	1,000	c.y.i.p.	Off-Site Borrow Material and Placement (AASHTO Classified "A-4" Material or Better)		
505	1,100	l.f.	24" Curb and Gutter Combination		
506	500	l.f.	48" Valley Gutter		
507	1,500	c.y.i.p.	Crushed Aggregate Base, ALDOT #825 Type "B", (Thickness Varies from Top of Culvert)		
508	1,700	s.y.	Prime Coat (ALDOT Sec. 401)		
509	1,700	s.y.	Improved Bituminous Concrete Binder Layer ALDOT 424, 3/4" Maximum Aggregate Size Mix, (2" Compacted Thickness)		
510	1,700	s.y.	Improved Bituminous Concrete Wearing Surface ALDOT 424, 1/2" Maximum Aggregate Size Mix, including Tack Coat, (1" Compacted Thickness)		
511	40	s.y.	Concrete Paving (Includes Crushed Aggregate Base)		
512	1	l.s.	Roadway/Parking Striping and Signage		
TOTAL BID					

Respectfully Submitted:

Bidder: _____ Date: _____

Signature: _____

By: _____ Address: _____

Title: _____

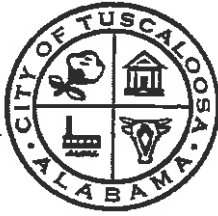
AL Contractor's License No.: _____ Phone: _____

FAX: _____

E-Mail: _____

(SEAL - If bid is by
a Corporation)

Attest: _____



ADDENDUM NO. 2

Date: January 5, 2015
Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580
Bid Date: Thursday, January 8, 2015
2:00 p.m. local time
City Council Chambers in City Hall

The following changes, additions, clarifications, and/or deletions are hereby made part of the Contract Documents for the project referenced above as fully and completely as if the same were set forth fully therein:

1. Bidder Questions:

- a. Question: Will the City recognize the prequalified MBE/DBE/WBE contractors on the ALDOT prequalification list and who makes the distinction between MBE/DBE/WBE qualifications?

Answer: Refer to Exhibit "A" (MBE/DBE/WBE Policy for Public Works projects over \$50,000) in the Contract Documents for MBE/DBE/WBE qualification requirements and definitions.

2. Crushed aggregate at special junction boxes:

The special junction boxes (drainage structures #2 & #12) shall have 12" of ALDOT Section 801, No. 57 crushed aggregate (mechanically consolidated) placed underneath each structure. Costs for this crushed aggregate shall be included in the respective pay items for the structures.

3. Structural drawing revisions:

Dimensions have been revised on the attached Sheet C6.8.

4. Additional reinforcing at drainage structure #2:

A detail has been added to Sheet C6.2 for additional reinforcing on drainage structure #2.

5. Existing gas main

Prior to any other construction activities, the contractor shall "pothole" the existing gas main on the East side of Hillard Drive. Depth information shall be provided to the Engineer. The cost of this investigation shall be incidental to the cost of the project.

6. Storm drain revision

Sheet C4.0 has been revised to include 28 l.f. of 24" RCP North of drainage structure #2. The bid schedule has also been revised to reflect this addition.

Attachments:

- Revised construction plan sheet C6.8 (page A1)
- Revised construction plan sheet C6.2 (page A2)
- Revised construction plan sheet C4.0 (page A3)
- Revised bid schedule (pages A4-A5) & .xls format

END OF ADDENDUM NO. 2



RECEIPT OF ADDENDUM NO. 2

Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580

The following hereby acknowledges receipt of Addendum No. 2, dated January 5, 2015.

Complete the following and return by fax to (205) 759-1524 or scan and email to dmareum@mcgiffert.com.

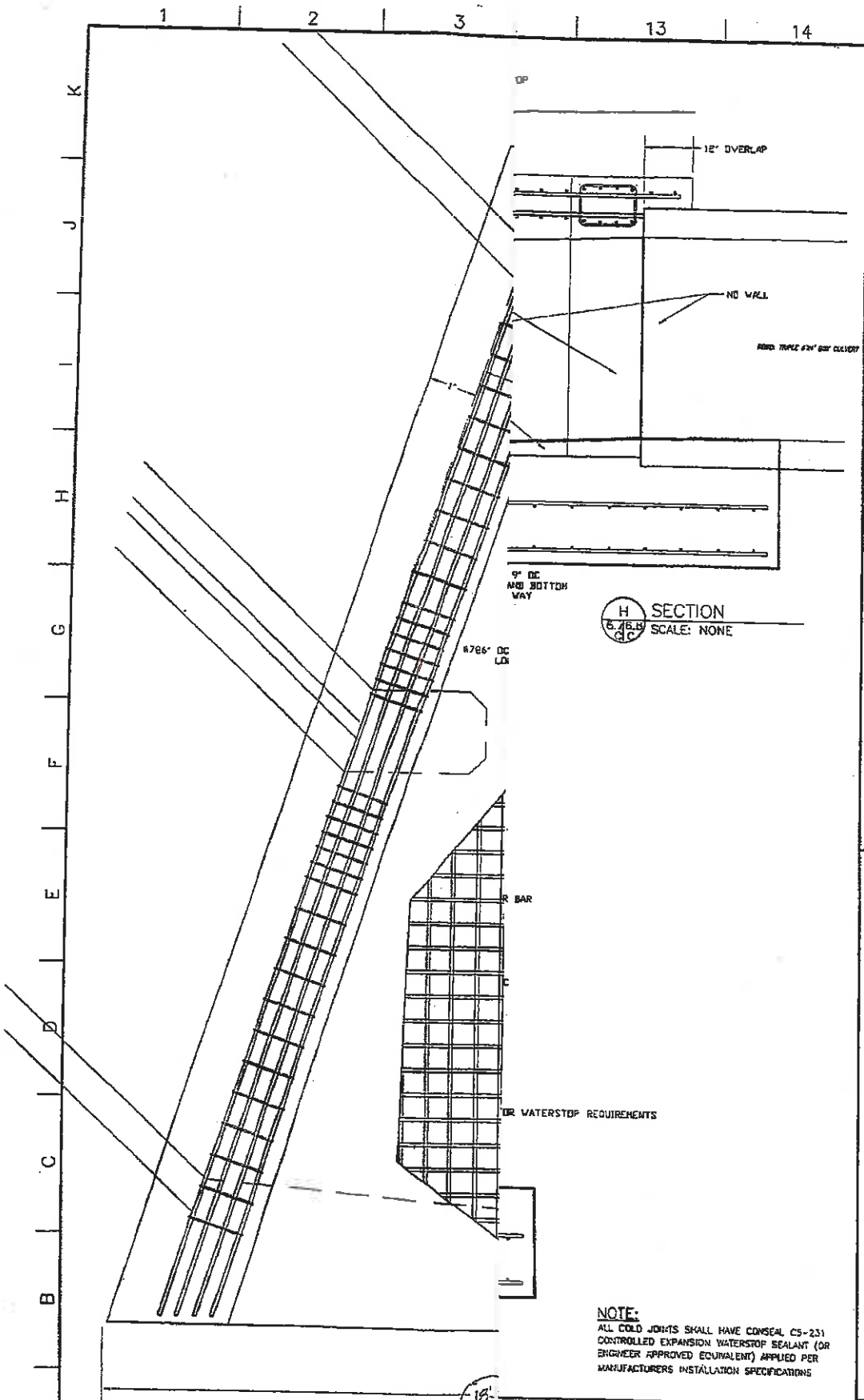
We are in receipt of Addendum No. 2 and fully understand the contents and our bid on the above referenced project submitted reflects the intent of this Addendum.

REV CONST. INC.
Contractor Name

*By: Eddie Yemil

Date: 1/6/15

* Signature must be by person legally qualified to sign bid.



DWG NAME: S10XXXXX.DWG DRAWN/CHECK BY: REM/REM
 MSS PROJECT NAME:
 MSS CLIENT NAME:
 CLIENT'S PROJECT NUMBER:
 END CUSTOMER: PopFile=MSSNormBlack
 SHEET: 36x24 SCALE 3/4" = 1' SCALE FACTOR=16.00
 DWG SIZE (46 x 32') USEABLE (43 x 30')

MARTIN STRUCTURAL SERVICES, INC.
 PO BOX 72189
 TUSCALOOSA, AL 35407
 205-553-8585



DRAINAGE STRUCTURE NO. 12
 SPECIAL JUNCTION BOX

H SECTION
 6.76.8 SCALE: NONE

H CONCRETE TO
 6.76.8 SCALE: NONE

CITY OF TUSCALOOSA
 WEST DRAINAGE STRUCTURE PROJECT
 (CITY PROJECT NO. A13-0580)

NOTE:
 ALL COLD JOINTS SHALL HAVE CONSEAL CS-231
 CONTROLLED EXPANSION WATERSTOP SEALANT (OR
 ENGINEER APPROVED EQUIVALENT) APPLIED PER
 MANUFACTURERS INSTALLATION SPECIFICATIONS

CONSTRUCTION DETAILS			
FIELD BOOK N/A	SCALE 1/4" = 1' Scale	PRC No.	SHEET No.
PAGE 2/2	GROUP BY F S B	503-13	C6.8
	CHECKED BY J L B		

DATE
 05/07/14
 MSS PROJECT#
 S14C03



CITY OF TUSCALOOSA

Cedar Crest Drainage Structure Project

City Project No. A13-0580

UNIT PRICE SCHEDULE

Revised 1-2-2015

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
GENERAL/MISCELLANEOUS					
100	1	each	Project Sign		
101	1	l.s.	Clearing, Grubbing and Demolition		
102	1	l.s.	Traffic Control		
103	80	l.f.	Chain Link Fence		
EROSION CONTROL					
200	1	l.s.	Erosion Control Maintenance		
201	20	tons	Temporary Riprap Check Dam		
202	1,000	l.f.	Silt Fence, Type "A"		
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205	200	s.y.	North American Green C125 Slope Stabilization Fabric or Engineer Approved Equivalent (Placed at the Direction of the Engineer)		
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207	1	l.s.	Removal of BMP's		
208	300	s.y.	Solid Sod - Tifway Bermuda (Placed at Direction of the Engineer)		
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302	40	l.f.	18" RCP, Class 3		
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308	2	each	ALDOT Type "S" Inlet, Single Wing with Rear Inlet & Water Quality Snout/Sump		
309	1	each	Catch Basin Curb Inlet Box with Water Quality Snout/Sump (EJIW Type M2 Grate w/ T1 Back or Engineer Approved Equal)		
310	1	each	Convert Existing Type "S" Inlet to Grate Inlet		
311	3	each	Concrete Slope Paved Headwalls (18" RCP)		

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
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313	1	l.s.	Filter Fabric, Terratex No. 4 or Engineer Approved Equivalent		
314	600	c.y.i.p.	Trench Foundation ALDOT Sec. 801 No. 2 Crushed Aggregate (To Be Used Only at Engineers Direction)		
315	60	l.f.	60" Diameter Steel Storm Drain, Simultaneous Jack & Bore Installation		
316	1	each	Subsurface Crossing Setup for Road Crossing		
317	150	s.y.	Concrete Slope Paving (Flume Modifications & Headwall Tie-In Downstream of Hillard Drive)		
HILLARD DRIVE WATERMAIN RELOCATION					
400	50	l.f.	12" Diameter Watermain Relocation (Includes Fittings, Valves & Appurtenances)		
401	120	s.y.	Pavement Patch		
ALLEY CONSTRUCTION					
500	700	c.y.i.p.	Topsoil Stripping & Off-Site Disposal		
501	400	s.y.	Topsoil Replacement from Off-Site (Min. 6" Thickness)		
502	1	l.s.	Unclassified Excavation		
503	200	c.y.i.p.	Excavation & Off-Site Disposal of Unsuitable Material		
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505	1,100	l.f.	24" Curb and Gutter Combination		
506	500	l.f.	48" Valley Gutter		
507	1,500	c.y.i.p.	Crushed Aggregate Base, ALDOT #825 Type "B", (Thickness Varies from Top of Culvert)		
508	1,700	s.y.	Prime Coat (ALDOT Sec. 401)		
509	1,700	s.y.	Improved Bituminous Concrete Binder Layer ALDOT 424, 3/4" Maximum Aggregate Size Mix, (2" Compacted Thickness)		
510	1,700	s.y.	Improved Bituminous Concrete Wearing Surface ALDOT 424, 1/2" Maximum Aggregate Size Mix, including Tack Coat, (1" Compacted Thickness)		
511	40	s.y.	Concrete Paving (Includes Crushed Aggregate Base)		
512	1	l.s.	Roadway/Parking Striping and Signage		
TOTAL BID					

Respectfully Submitted:

Bidder: _____ Date: _____

Signature: _____

By: _____ Address: _____

Title: _____

AL Contractor's License No.: _____ Phone: _____

FAX: _____

E-Mail: _____

(SEAL - If bid is by
a Corporation)

Attest: _____



ADDENDUM NO. 3

Date: January 7, 2015
Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580
Bid Date: Thursday, January 8, 2015
2:00 p.m. local time
City Council Chambers in City Hall

The following changes, additions, clarifications, and/or deletions are hereby made part of the Contract Documents for the project referenced above as fully and completely as if the same were set forth fully therein:

1. Bidder Questions:

- a. Question: Reference Drawing C6.1 Typical Alley and Box Culvert Detail. How are we to be paid for any undercut of unsuitable material below the proposed culvert bedding, legend number 10, elevations?

Answer: The material below the bedding (below legend number 10) is trench foundation. If this material is required, McGiffert and Associates, LLC representatives and/or the geotechnical representative will be the ones to make that determination. If this material is required, the removal of the unsuitable material and the replacement of the foundation material will be paid for in line item # 314.

END OF ADDENDUM NO. 3



RECEIPT OF ADDENDUM NO. 3

Project: City of Tuscaloosa
Cedar Crest Drainage Structure Project
Project No. A13-0580

The following hereby acknowledges receipt of Addendum No. 3, dated January 7, 2015.

Complete the following and return by fax to (205) 759-1524 or scan and email to dmarcum@mcgiffert.com.

We are in receipt of Addendum No. 2 and fully understand the contents and our bid on the above referenced project submitted reflects the intent of this Addendum.

REY CONST. INC
Contractor Name

*By: Eddie Yernis

Date: 1/7/15

* Signature must be by person legally qualified to sign bid.



