



ADDENDUM NO. 1

Date: June 10, 2015
Project: City of Tuscaloosa
Rosewood Sanitary Sewer Improvements Project – Phase II
Project No. A12-1617
Bid Date: Tuesday, June 16, 2015
10:00 a.m. local time
Narashino Room of 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. **For Clarification:**
All manholes shall be lined with Permite Permox PCS-9043 wet process epoxy or engineer approved equivalent.
3. **Sales and Use Tax Exemption Process:**
If the State of Alabama Department of Revenue does not issue tax exemption certificates until the Notice to Proceed is provided to that department, the construction duration will be modified via change order to offset delays caused by obtaining the tax exemption certificate.
4. **Davis – Bacon Wage Rates:**
Davis – Bacon wage rates will apply to this project. Refer to the attachment for specific requirements.
5. **MBE/DBE/WBE Subcontractors:**
Refer to the attached list of potential MBE/DBE/WBE Subcontractors provided during the pre-bid conference.
6. **For Revision:**
A revised Bid Schedule (Correcting Item Numbering) is attached hereto.
7. **For Clarification:**
Payment for crushed aggregate backfill required at the 13th Street East open cut crossing (as shown on the “Utility Trench/Pavement Repair Detail, Sheet C3.1) shall be incidental to the Pavement Patch Line Item.

Attachments:

- Pre-Bid Conference Agenda & List of Attendees
- Davis – Bacon Wage Rates
- List of Potential MBE/DBE/WBE Subcontractors
- Revised Bid Schedule

THIS ADDENDUM CONSISTS OF TWO (2) TYPEWRITTEN PAGES AND FOUR (4) ATTACHMENTS CONSISTING OF NINE (9) PAGES, FOR A TOTAL OF TWELVE (12) PAGES.

END OF ADDENDUM NO. 1



APPENDIX NO. 1

Date: June 16, 2015
Project: City of Madison
Koswood Sanitary Sewer Improvements Project - Phase II
Project No. A13-1817
Bid Date: Tuesday, June 16, 2015
10:00 a.m. local time
Madison Room of 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 definitively as if the same were set forth fully herein:

1. Pre-Bid Conference Agenda:
The Pre-Bid Conference Agenda and list of attendees is attached hereto.
2. Bid Clarification:
All questions shall be filed with Penrite Form PC-9043 wet process epoxy or other approved equivalent.
3. Rates and Tax Exemption Provisions:
The State of Wisconsin Department of Revenue does not issue tax exemption certificates until the plans are received. It is provided to that department, the construction duration will be modified via change order to offset delays caused by obtaining the tax exemption certificate.
4. Davis - Bacon Wage Rates:
Davis - Bacon wage rates will apply to this project. Refer to the attachment for specific requirements.
5. MBEND/BWB Subcontractors:
Refer to the attached list of potential MBEND/BWB Subcontractors provided during the pre-bid conference.
6. Bid Revision:
A revised Bid Schedule (Concerning Item Numbering) is attached hereto.
7. Bid Clarification:
Payment for closed and backfilled manholes at the 1st Street Interceptor out crossing is shown on the Utility Interceptor Report (Sheet C0.1) shall be included in the Payment Item Line Item.

- Attachments:
- Pre-Bid Conference Agenda & List of Attendees
 - Davis - Bacon Wage Rates
 - List of Potential MBEND/BWB Subcontractors
 - Revised Bid Schedule

THIS APPENDIX CONSISTS OF TWO (2) TYPEWRITTEN PAGES AND FOUR (4) ATTACHMENTS CONSISTING OF THREE (3) PAGES FOR A TOTAL OF SEVEN (7) PAGES.



RECEIPT OF ADDENDUM NO. 1

Project: City of Tuscaloosa
Rosewood Sanitary Sewer Improvements Project – Phase II
Project No. A12-1617

The following hereby acknowledges receipt of Addendum No. 1, dated June 10, 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. 1 and fully understand the contents and our bid on the above referenced project submitted reflects the intent of this Addendum.

Contractor Name

John Plott Company

*By:

[Signature]

Date:

6-10-15

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



RECEIPT OF ADDENDUM NO. 1

Project: City of Jacksonville
Rosewell Primary Sewer Improvements Project - Phase II
Project No. A13-1617

The following party acknowledges receipt of Addendum No. 1, dated June 10, 2015.

Complete the following and return by fax to (321) 329-1334 or scan and email to bruce@mcguffey.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.

Contract Name _____
James H. ...

Signature _____
James H. ...

Date: 6-10-15

* Signatures must be by person legally qualified to sign bid



**CITY OF TUSCALOOSA
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT
PHASE TWO**

**City of Tuscaloosa Project No. A12-1617
Pre-Bid Conference Agenda**

June 9, 2015; 10:00 a.m. local time

1. A. Introduction

- City of Tuscaloosa
- McGiffert and Associates, LLC
- Others

**2. Bid Opening: Thursday, June 16, 2015; 10:00 a.m. local time
Narashino Room in 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).

- 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 6/30/15
- Notice to Proceed.....tentatively 7/8/15

12. Time for Completion (page 29) – sixty (60) 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) - \$1,000 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.

IX. Supplement (page 31)

- Work on-site at all times when is occurring, even by subcontractors.
- Subcontractors On Call 24 hours, 7 days per week.

18. Stormwater Management and Temporary Erosion Control

- Final 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 I11d Schedule.
- Any contractor 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 right-of-way or easements without written permission from property owners.

21. Sites for Material Storage

- Contractor responsible for
- 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 Contractor safety procedures, means, methods, sequences, or procedures.

23. Traffic Control

- Contractor responsible for
- Notification of any closures, clean-up plans, detours, barricades, cones, barrels, etc., as per the MUTCD, latest edition.
- Contractor shall coordinate road closures for utilities, construction, etc. as to minimize road blockage by having enough personnel, equipment, etc. to perform multiple closures at one time during blockage.

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.



CITY OF TUSCALOOSA
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT PHASE TWO
CITY OF TUSCALOOSA PROJECT NO. A12-1617
PRE-BID SIGN-IN SHEET
Tuesday, June 09, 2015

	Name	Company	Phone Number	Fax Number	email address
1	JIMMY DUNCAN	McGiffert and Assoc.	759-1521	759-1524	j.duncan@mcgiffert.com
2	LEE WILLIAMS	RYAN SHURLEY, INC.	330-1803	330-9402	williams@ryanshurleyinc.com
3	Chris G. F. F. F.	Eastern Civil Contracting	662-586-4162		Chris.F.F.F.F@easterncivil.com
4	Bryan Willoughby	Billeggia Construction	205-302-3340	205-655-1422	bwill14107@aol.com
5	EDDIE YESSICK	REV CONST. INC	349-1860	349-1862	eyessicke-me.com
6	Kim Harmon	GFC Construction	758-1948	758-3303	Kim@gfcconstruction.com
7	Jimmy Vaughn	Russo Corporation	923-4434		jvaughn@russocorp.com
8	Andy Hashman	John Platt Company	345-5678	752-3245	ahashman@jplatt.com
9	Patrick Shay	Cornerstone Civil	366-8783	366-6747	patrick@cornerstonecivil.com
10	Alan J. J.	City of Tuscaloosa			alan.j.j@cityoftuscaloosa.com
11	Wendy McBride	City of Tuscaloosa			wmcbride@tuscaloosa.com
12	Kristen Love	City of Tuscaloosa OCA	248-5140		Klove@tuscaloosa.com
13	Belen Edgworth	City of Tuscaloosa	248-5700		BelenEdgworth@tuscaloosa.com
14	Brian Wheeler	Chimera Construction	342-2030		brian@chimeracon.com
15					
16					
17					
18					
19					
20					
21					
22					



ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ
ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ
ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ

ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ
 ສາທາລະນະລາຍການສູນຄຸ້ມຄອງການສ້າງສາ

ຊື່ສິນຄ້າ	ປະເພດ	ປະເພດ	ປະເພດ	ປະເພດ
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



General D Number: AL150148 02/06/2015 AL148

Superseded General Decision Number: AL20140148

State: Alabama

Construction Type: Heavy
Including Water and Sewer Line Construction

County: Tuscaloosa County in Alabama.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015

* ELEC0136-001 01/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	13%+6.93

ENGI0312-012 09/01/2011

Rates Fringes

Operating Engineers:

Backhoe, Crane, Cherry Picker, Front End Loader, Hoist, and Mechanic.....	\$ 25.90	10.65
Oiler.....	\$ 22.83	10.65

Cranes with 100 ft. or more boom receive \$0.25 extra per hour,
Cranes with 200 ft. or more boom receive \$0.50 extra per hour,
Cranes with 350 ft. or more boom receive \$1.10 extra per hour,
Cranes with 500 ft. or more boom receive \$1.45 extra per hour,
Tower Cranes, Derricks, Climbing Cranes, Ringer Cranes shall
receive \$0.35 in addition to A-rate and boom pay per hour

IRON0092-001 09/01/2013

Rates Fringes

IRONWORKER, STRUCTURAL.....	\$ 25.59	11.99
-----------------------------	----------	-------

SUAL2007-174 11/28/2007

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.60	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.94	0.40
LABORER: Common or General.....	\$ 8.96	0.00
LABORER: Pipelayer.....	\$ 10.07	1.37
OPERATOR: Asphalt Spreader.....	\$ 13.36	0.00
OPERATOR: Bulldozer.....	\$ 17.00	0.65
OPERATOR: Excavator.....	\$ 14.00	0.00
OPERATOR: Forklift.....	\$ 19.40	5.76
OPERATOR: Grader/Blade.....	\$ 15.58	4.66
OPERATOR: Roller.....	\$ 11.48	2.70
OPERATOR: Trackhoe.....	\$ 11.50	0.44
TRUCK DRIVER.....	\$ 10.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAV6" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Wendy McBride

From: Caramyl Drake
Sent: Monday, June 08, 2015 11:28 PM
To: Wendy McBride
Subject: Rosewood Sewer Project

The following contractors are licensed and have expressed interest in the Rosewood Project

A & A Debris Removal and Demolition (Anthony Bell) – 205-799-9587

Spencer Management (Oscar Fortis) 205-239-4308

James Paving – 205-283-4818

Frierson Lawn Service 205-239-6925

Nathaniel Williams of Munford Enterprises 205-966-1747

JH Russell Contracting – 205-391-4732

Caramyl C. Drake

Office of Recovery Operations

City of Tuscaloosa

(205) 248-5720

The opinions expressed therein are my own and do not necessarily represent those of the City of Tuscaloosa. This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

Wendy McBride

From: Wendy McBride
Sent: Monday, June 08, 2010 11:28 AM
To: Wendy McBride
Subject: Rosewood Sewer Project

The following contractors are licensed and have expressed interest in the Rosewood Project

- A & A Bests Removal and Demolition (Anthony Bell) - 202-730-2287
- Spencer Management (Oscar Fort) 202-332-4308
- James Paving - 202-583-4278
- Trixon Lawn Service 202-432-0222
- Nathaniel Williams Mechanical Contractors 202-388-1747
- JH Russell Contracting - 202-391-4732

Carinnyl C. Drake
Office of Recovery Operations
City of Tuscaloosa
(205) 345-5700

The opinions expressed herein are my own and do not necessarily represent those of the City of Tuscaloosa. This message may contain confidential and/or proprietary information and is intended for the person(s) to whom it was originally addressed. Any use by others is strictly prohibited.



CITY OF TUSCALOOSA
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT - PHASE TWO

City Project No. A12-1617

Bid Schedule

Revised June 9, 2015

Item No.	Estimated Quantity	Unit	Item	Unit Price	Total
GENERAL					
1	1	l.s.	Mobilization/Demobilization/Bonds/Insurance		
2	2	each	Project Sign		
3	1	l.s.	Demolition, Clearing/Grubbing, Easement Grading		
4	1	l.s.	Traffic Control		
EROSION CONTROL					
5	1	l.s.	Stormwater Management and Maintenance		
6	3	acre	Permanent Grassing		
7	1,200	s.y.	Solid Sod (species to match existing)		
8	2	each	Construction Exit Pad (At "Laydown Areas")		
9	200	ton	Temporary Rip-Rap, Class 2 (including removal/disposal) (Placed as Directed by the Owner's Representative)		
10	4	each	Inlet Protection		
11	3,400	l.f.	Erosion Control Silt Fence, Type "A"		
12	1,000	s.y.	Rolled Erosion Control Product, Type 2D (Placed as Directed by the Owner's Representative)		
13	1	l.s.	ADEM Stormwater Permit Allowance	1,155.00	1,155.00
SANITARY SEWER SYSTEM					
14	1,800	l.f.	15" PVC SDR 26 Sanitary Sewer (All Depths)		
15	70	v.f.	48" Diameter Precast Manhole (Standard)		
16	10	v.f.	48" Diameter Precast Manhole (Doghouse)		
17	7	v.f.	48" Diameter Precast Manhole (Doghouse with Drop Connection)		
18	10	each	Standard Manhole Ring and Cover		
19	1	each	Watertight Manhole Ring and Cover		
20	2	each	Connection to Existing Manhole ("Kor-N-Seal" Boot or Equal Required)		
21	300	c.y.i.p.	Trench Foundation Material (ALDOT Section 801 No. 57 Crushed Limestone)		
22	1	l.s.	Grout Fill Existing Sanitary Sewer		
23	1	l.s.	Invert Construction (Sheet C2.8) (Including Bypass Pumping, If Required)		
ROADWAY CROSSING					
24	250	s.y.	Pavement Patch		
25	100	l.f.	24" Combination Curb & Gutter		
MISCELLANEOUS					
26	300	l.f.	Chain Link Fence Replacement		
27	400	l.f.	Wooden Privacy Fence Replacement		
				TOTAL BID	
ADD ALTERNATE NO. 1					
A1	1,800	l.f.	16" D.I. CL 250 with Protecto 401 Lining (Unit Price Provided to be Added to Bid Item No 14)		

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: _____



CITY OF TUSCALOOSA ROSTWOOD SANITARY SEWER IMPROVEMENTS PROJECT - PHASE TWO

City Project No. 217-1477
1477
Revised June 9, 2012

Item No.	Description	Unit	Quantity	Unit Price	Total Price
REVISIONS (DML)					
1	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
2	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
3	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
4	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
REVISIONS (DML)					
5	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
6	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
7	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
8	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
9	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
10	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
11	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
12	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
13	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
14	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
REVISIONS (DML)					
15	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
16	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
17	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
18	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
19	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
20	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
21	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
22	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
23	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
24	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
25	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
26	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
27	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
TOTAL					
28	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
29	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
30	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
31	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
32	1" x 2" x 6' precast manhole	EA	1	150.00	150.00
33	1" x 2" x 6' precast manhole	EA	1	150.00	150.00

Approved by: _____ Date: _____

Signed: _____

Title: _____

At: _____

Phone: _____

FAX: _____

E-mail: _____

(Seal - If provided)

Address: _____

125



ADDENDUM NO. 2

Date: June 15, 2015
Project: City of Tuscaloosa
Rosewood Sanitary Sewer Improvements Project – Phase II
Project No. A12-1617
Bid Date: Tuesday, June 16, 2015
10:00 a.m. local time
Narashino Room of 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. For Revision:

Construction Plan Sheet C3.0 has been revised to include a detail for the construction exit pad.

Attachments:

- Construction Plan Sheet C3.0

THIS ADDENDUM CONSISTS OF TWO (2) TYPEWRITTEN PAGES AND ONE (1) ATTACHMENTS CONSISTING OF ONE (1) PAGE, FOR A TOTAL OF THREE (3) PAGES.

END OF ADDENDUM NO. 2



APPENDIX NO. 2

Date: June 12, 2012
Project: City of Tawas
Tawas Sewer Sanitary Sewer Improvements Project - Phase II
Project No. AT-1017
Bid Date: Tuesday, June 10, 2012
10:00 a.m. local time
Marketing Room of City Hall

The following changes, additions, deletions and omissions 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 herein:

1. Revision:
Construction Plan Sheet C-3.0 has been revised to include a detail for the construction exit pad.

Attachment:
* Construction Plan Sheet C-3.0

THIS APPENDIX CONSISTS OF TWO (2) TYPED AND ONE (1) ATTACHMENT CONSISTING OF ONE (1) PAGE FOR A TOTAL OF THREE (3) PAGES.

END OF APPENDIX NO. 2



RECEIPT OF ADDENDUM NO. 2

Project: City of Tuscaloosa
Rosewood Sanitary Sewer Improvements Project – Phase II
Project No. A12-1617

The following hereby acknowledges receipt of Addendum No. 2, dated June 15, 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.

John Plott Company
Contractor Name

*By: [Signature]

Date: 6-15-15

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



RECEIPT OF ADDENDUM NO. 2

Project: City of Tawas
Rosewood Sewer Improvements Project - Phase II
Project No: A12-1017

The following hereby acknowledges receipt of Addendum No. 2, dated June 12, 2012.

I declare the following and return by fax to (202) 750-5224 or scan and email to the state department.

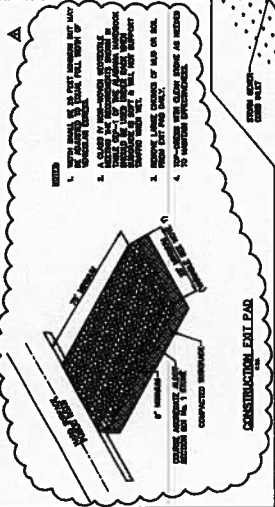
We are in receipt of Addendum No. 2 and fully understand the contents and our bid on the above referenced project submitted reflects the intent of this Addendum.

[Signature]
Contractor

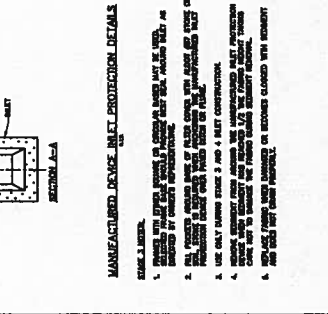
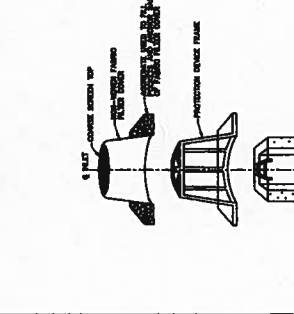
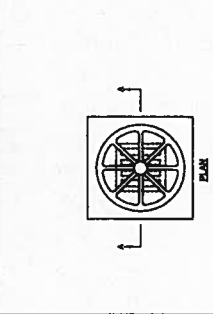
*By _____

Date: 6-12-12

Signature must be by person legally qualified to sign bid.



- NOTES:
1. CURB SHALL BE AS SET BACK FROM THE CURB TO THE FULL WIDTH OF THE INLET.
 2. CURB SHALL BE 4\"/>



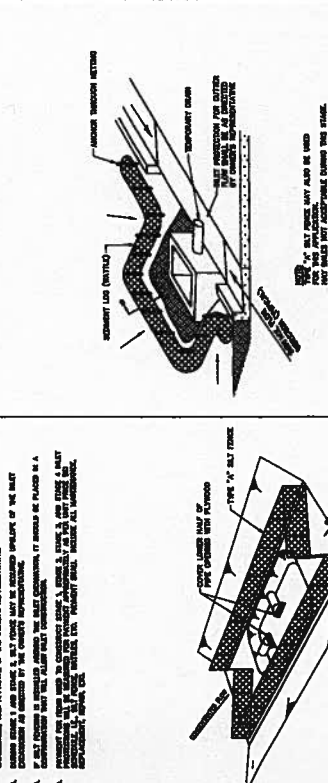
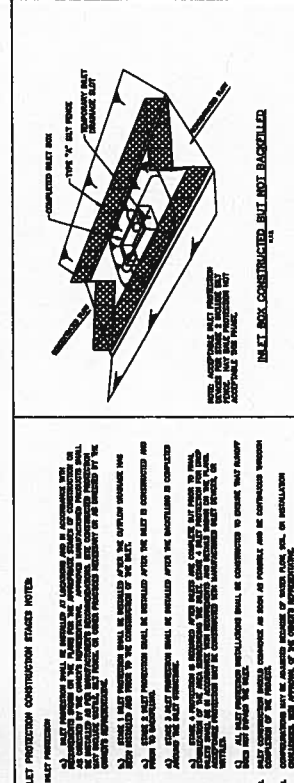
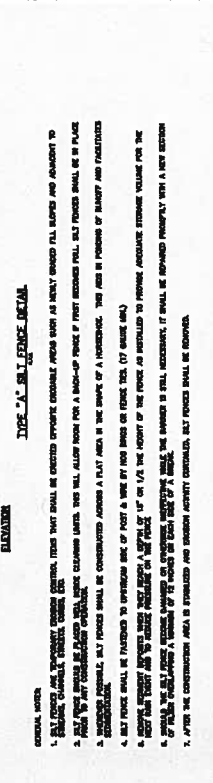
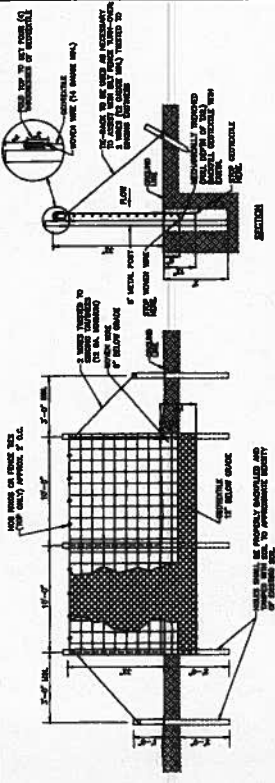
- NOTES:
1. ALL CURB SHALL BE 4\"/>

DATE	BY	REVISION
10/15/2013	JLM	ISSUED FOR BIDDING
10/15/2013	JLM	REVISION
10/15/2013	JLM	REVISION
10/15/2013	JLM	REVISION

McGuffert
 CIVIL ENGINEERS
 1000 N. GULF BLVD., SUITE 2000
 HOUSTON, TEXAS 77028-2000
 P: (713) 869-8000
 F: (713) 869-8001
 WWW.MCGUFFERT.COM

CONTRACT NO.	DISTRICT	SECTION	DATE
2013-0001	11	531-12	10/15/2013

CITY OF TUSCALOOSA			
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT			
PHASE TWO			
STAGE 1		STAGE 2	
STAGE 3		STAGE 4	



- NOTES:
1. ALL CURB SHALL BE 4\"/>

DATE	BY	REVISION
10/15/2013	JLM	ISSUED FOR BIDDING
10/15/2013	JLM	REVISION
10/15/2013	JLM	REVISION
10/15/2013	JLM	REVISION

McGuffert
 CIVIL ENGINEERS
 1000 N. GULF BLVD., SUITE 2000
 HOUSTON, TEXAS 77028-2000
 P: (713) 869-8000
 F: (713) 869-8001
 WWW.MCGUFFERT.COM

CONTRACT NO.	DISTRICT	SECTION	DATE
2013-0001	11	531-12	10/15/2013

CITY OF TUSCALOOSA			
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT			
PHASE TWO			
STAGE 1		STAGE 2	
STAGE 3		STAGE 4	

<p>PROJECT TITLE</p> <p>DATE</p> <p>SCALE</p>	<p>DESIGNER</p> <p>DATE</p>	<p>REVISIONS</p>	<p>APPROVED</p>	<p>DATE</p>
<p>GENERAL NOTES</p> <p>1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p> <p>3. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.</p>	<p>SECTION 1: GENERAL</p> <p>1.1. THE PROJECT IS A REHABILITATION OF THE EXISTING STRUCTURE.</p> <p>1.2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>1.3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.</p>	<p>SECTION 2: FOUNDATION</p> <p>2.1. THE FOUNDATION SHALL BE REINFORCED WITH STEEL BARS.</p> <p>2.2. THE FOUNDATION SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>2.3. THE FOUNDATION SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 3: STRUCTURE</p> <p>3.1. THE STRUCTURE SHALL BE REINFORCED WITH STEEL BARS.</p> <p>3.2. THE STRUCTURE SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>3.3. THE STRUCTURE SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 4: FINISHES</p> <p>4.1. THE FINISHES SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>4.2. THE FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>4.3. THE FINISHES SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>
<p>SECTION 5: ROOF</p> <p>5.1. THE ROOF SHALL BE REINFORCED WITH STEEL BARS.</p> <p>5.2. THE ROOF SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>5.3. THE ROOF SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 6: WALLS</p> <p>6.1. THE WALLS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>6.2. THE WALLS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>6.3. THE WALLS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 7: FLOORS</p> <p>7.1. THE FLOORS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>7.2. THE FLOORS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>7.3. THE FLOORS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 8: STAIRS</p> <p>8.1. THE STAIRS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>8.2. THE STAIRS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>8.3. THE STAIRS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 9: ELEVATIONS</p> <p>9.1. THE ELEVATIONS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>9.2. THE ELEVATIONS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>9.3. THE ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>
<p>SECTION 10: DETAILS</p> <p>10.1. THE DETAILS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>10.2. THE DETAILS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>10.3. THE DETAILS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 11: MATERIALS</p> <p>11.1. THE MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>11.2. THE MATERIALS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>11.3. THE MATERIALS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 12: CONSTRUCTION</p> <p>12.1. THE CONSTRUCTION SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>12.2. THE CONSTRUCTION SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>12.3. THE CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 13: MAINTENANCE</p> <p>13.1. THE MAINTENANCE SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>13.2. THE MAINTENANCE SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>13.3. THE MAINTENANCE SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 14: FINISHES</p> <p>14.1. THE FINISHES SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>14.2. THE FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>14.3. THE FINISHES SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>
<p>SECTION 15: ROOF</p> <p>15.1. THE ROOF SHALL BE REINFORCED WITH STEEL BARS.</p> <p>15.2. THE ROOF SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>15.3. THE ROOF SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 16: WALLS</p> <p>16.1. THE WALLS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>16.2. THE WALLS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>16.3. THE WALLS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 17: FLOORS</p> <p>17.1. THE FLOORS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>17.2. THE FLOORS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>17.3. THE FLOORS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 18: STAIRS</p> <p>18.1. THE STAIRS SHALL BE REINFORCED WITH STEEL BARS.</p> <p>18.2. THE STAIRS SHALL BE CONCRETE WITH A MINIMUM STRENGTH OF 25 MPa.</p> <p>18.3. THE STAIRS SHALL BE PROTECTED FROM WATER INTRUSION.</p>	<p>SECTION 19: ELEVATIONS</p> <p>19.1. THE ELEVATIONS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>19.2. THE ELEVATIONS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>19.3. THE ELEVATIONS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>
<p>SECTION 20: DETAILS</p> <p>20.1. THE DETAILS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>20.2. THE DETAILS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>20.3. THE DETAILS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 21: MATERIALS</p> <p>21.1. THE MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>21.2. THE MATERIALS SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>21.3. THE MATERIALS SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 22: CONSTRUCTION</p> <p>22.1. THE CONSTRUCTION SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>22.2. THE CONSTRUCTION SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>22.3. THE CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 23: MAINTENANCE</p> <p>23.1. THE MAINTENANCE SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>23.2. THE MAINTENANCE SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>23.3. THE MAINTENANCE SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>	<p>SECTION 24: FINISHES</p> <p>24.1. THE FINISHES SHALL BE AS SPECIFIED IN THE DRAWINGS.</p> <p>24.2. THE FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES.</p> <p>24.3. THE FINISHES SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.</p>

CITY OF TUSCALOOSA, ALABAMA
PUBLIC WORKS CONTRACT DOCUMENTS

WALTER MADDOX, MAYOR

CITY COUNCIL OF TUSCALOOSA

Council Members:

**Phyllis Odom
Harrison Taylor
Cynthia Almond
Matthew Calderone
Kip Tyner
Edwin Pugh
Sonya McKinstry**

Glenda Webb, City Attorney

PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

PROJECT NUMBER: A12-1617

**FOR: Water & Sewer
(CITY DEPARTMENT)**

(2015)

CITY OF TUSCALOOSA, ALABAMA
PUBLIC WORKS CONTRACT DOCUMENTS

WALTER MADDOX, MAYOR
CITY COUNCIL OF TUSCALOOSA

Council Members:

Phyllis Odom
Harrison Taylor
Cynthia Almond
Matthew Calderone
Kip Tynor
Edwin Fugh
Sonya McKinstry

Glenda Webb, City Attorney

PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

PROJECT NUMBER: A12-1617

FOR: Water & Sewer
(CITY DEPARTMENT)

(2012)

TABLE OF CONTENTS

SECTION	PAGE
TITLE PAGE	i
TABLE OF CONTENTS	ii-vii
SECTION ONE: ADVERTISEMENT AND NOTICE FOR BIDS	1-3
SECTION TWO: INSTRUCTION TO BIDDERS	
Intention	4
Definitions	4-5
Work to be Performed	5
Bidding, Generally	5-6
Responsible, Responsive Bidders	6
Bid Bonds	6-7
Return of Bid Bonds	7
Forfeiture of Bid Bonds	7
Consideration of Bid Proposals	7-8
Materials and Work	8-9
Execution of Contract, Notice to Proceed	9
Labor, Material and Performance Bonds	9
Surety and Insurer Qualifications	10
Power-of-Attorney	10
Insurance	10
Examination of Contract Documents and of the Site of the Project	10
Subsurface Reports	10-11
Interpretation of Plans and Specifications	11
General Contractor's Permit or License	11
U. S. Products Preference	11
Use of Domestic Steel	11
In State Bidder Preference	12
Applicable Laws	12
SRF/DWSRF Special Requirements	12
Special Conditions for Federally Funded Contracts	12

TABLE OF CONTENTS

SECTION	PAGE
Agent's Verification of Insurance	13
Compliance with Immigration Law	13
Compliance with Affordable Health Care Act	13
Compliance with the City of Tuscaloosa Minority Enterprise / Disadvantage Business Enterprise (MBE/DBE/WBE) Policy for Public Works Projects Over \$50,000	13
SECTION THREE: PROPOSAL (BID)	14-19
SECTION FOUR: BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA	20-21
SECTION FIVE: CONTRACT AGREEMENT	
<u>Article I. Generally</u>	
Contract Documents	22
Independent Contractor	22
Order of Precedence	23
Integration; Contract Terms and Construction	23-24
Rules of Construction	24
Construction Manager - Multiple Trade Contracts	24
Coordination of Plans, Specifications, etc.	24
Corrections of Plans, etc.	24
Taxes and Charges	24-25
Shop Drawings and Submittals	25
Alabama Immigration Law	25
Compliance with Affordable Health Care Act	25
<u>Article II. Payments, Claims, and Charges, Etc.</u>	
Contract Price	25
Estimated Quantities and Unit Prices	25
Overtime Work by Contractor	25-26
Payments on Account/Payments Withheld/Retainage	26-27
Claims for Extra Cost	27
Differing Site Conditions	27
Change Orders	27-28

TABLE OF CONTENTS

SECTION	PAGE
Determination of Adjustment of the Contract Sum	28
Construction Schedule and Periodical Estimates	28-29
Sales and Use Tax Savings	29
<u>Article III. Time</u>	
Time for Completion/Delays	29
Extensions of Time	29-30
Right of the City to Terminate Contract	30
Liquidated Damages	30-31
<u>Article IV. Work and Materials</u>	
Cooperation of Contractor	31
Coordination - Trade Contractors	31
Superintendence	31-32
Contractor's Tools and Equipment	32
Furnishing Labor and Equipment	32
Employees	32
Materials and Appliances	32
Asbestos and Hazardous Materials	32
Protection of Work and Property	33
Protection of Existing Utilities	33-34
Limiting Exposures	34
Safety	34-35
Traffic Control	35
Responsibility to Act in Emergency	35-36
Sanitary Regulations	36
Cutting and Patching, etc.	36
Trailers	36-37
Construction Staking	37
Periodic Cleanup	37

TABLE OF CONTENTS

SECTION

PAGE

Termite Control	37-38
Erosion Control	38-39
Wastewater Containment and Management Plan	39
Environmental Clause/Covenant	39
<u>Article V. Insurance, Liability, Etc.</u>	
Contractor's Insurance (Generally)	39-41
Insurance	41-42
No Personal Liability of Public Officials	42
Indemnity	42-43
Errors and Omissions	43
Exclusion of Contractor Claims	43
Inadequate Surety/Insurance	43
Changes	43
<u>Article VI. Observation of the Project</u>	
Generally	43-44
Observation of the Project	44
Authority and Duties of Observers	45
Defective Work/Correction of Work by the City	45
Disagreement	45
Stop Work Orders	45
Progress Meetings	45-46
<u>Article VII. Project Completion</u>	
Substantial Completion	46
Final Inspection	46
"As Built" Drawings	47
Final Cleanup	47
Notice of Completion	47-48
Final Payment	47-48

TABLE OF CONTENTS

SECTION

PAGE

Acceptance of Final Payment Constitutes Release 48

Article VIII. Warranty and Guarantees

Warranty and Guarantee 48-49

Correction of Defective Work During Warranty/Guarantee Period 49

Article IX. Laws, Permits, Etc.

Laws and Regulations/Royalties, Patents, Copyrights and Permits and Rights-of-Way 50-51

Alabama Department of Transportation Rights-of-Way 51

Tuscaloosa County Right-of-Way 51

Storm Water Permit and Monitoring 51-52

Article X. Miscellaneous Clauses

Notice and Service Thereof 52-53

City Representative 53

Contractor Representative 53

Capacity 53-54

Ownership of Contract Documents 54

No Waiver of Rights 54

Subletting or Assigning of Contract 54-55

Third Party Beneficiaries 55

Final Integration 55

Force Majeure 55

Amendment in Writing 55

Binding Effect 55

Captions 55

Construction 55

Mandatory and Permissive 55

Governing Laws 55

Liability of the City of City Officials 55

Non Discrimination 55

SECTION	TABLE OF CONTENTS	PAGE
----------------	--------------------------	-------------

Fines and Penalties		55
Agreement Date/Counterparts		56
Use of Words and Phrases		56
Severability		56
SECTION SIX. PERFORMANCE BOND		58
SECTION SEVEN. LABOR AND MATERIAL BOND		59-60
CONTRACTOR'S RELEASE OF LIENS AND CLAIMS		61
ROOFING GUARANTEE		62
ASBESTOS AFFIDAVIT		63
AGENT'S VERIFICATION OF CONTRACTOR'S INSURANCE		64
NOTICE OF CONDITIONAL BID AWARD		65
NOTICE TO PROCEED WITH PUBLIC WORKS PROJECT		66
CONTRACT CHANGE ORDER		67
CONTRACT CHANGE ORDER REQUEST		68-69
NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT		70
SPECIAL CONDITIONS FOR FEDERALLY FUNDED CONTRACTS		71-84
APPLICATION FOR SALES & USE TAX CERTIFICATE OF EXEMPTION		85-87
EXHIBIT A MINORITY ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE (MBE/DBE/WBE) POLICY FOR PUBLIC WORKS PROJECTS OVER \$50,000		88-102

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

**SECTION ONE
ADVERTISEMENT AND NOTICE FOR BIDS
(2015)**

Sealed bids will be received by the City of Tuscaloosa, Alabama, a Municipal Corporation, in the Narashino Room in the City Hall, 2201 University Boulevard, on the 16th day of June, 2015, until 10:00, a .m., o'clock, local time, and then publicly opened and read for the furnishing of all labor and material (where required) and equipment for performing a public works project according to the plans, details, specifications and Contract Documents.

Award of the contract will be made within forty-five (45) calendar days from the date of the bid opening.

1. The Project:

A. The Project shall be known as Rosewood Sanitary Sewer Improvements Project Phase Two and the general character of said public works project shall consist of the following:

The project shall consist of the following: gravity sanitary sewer, manholes, road crossing and appurtenances.

B. The approximate quantities of said Project are as follows: 1 i.s. demolition, clearing and grubbing; 1 i.s. traffic control; 3 acres permanent grassing; 1,200 s.y. solid sod; 3,400 l.f. erosion control silt fence Type "A"; 1,000 s.y. rolled erosion control product Type 2D; 1,800 l.f. 15" PVC SDR35 sanitary sewer (all depths); 70 v.f. 48" diameter precast manhole (standard 10 v.f. 48" diameter precast manhole) doghouse; 70 v.f. 48" diameter precast manhole (doghouse with drop connection); 10 each standard manhole ring cover; 1 each water tight manhole ring cover; 250 s.y. pavement patch; 100 l.f. 24" combination curb and gutter; 300 l.f. chainlink fence replacement; 400 l.f. wooden privacy fence replacement.

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 sixty (60) consecutive calendar days.

2. Plans and Specifications:

Plans and specifications and all related Contract Documents are open for public inspection at the office of 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 \$ 100.00, 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 Narashino Room at Tuscaloosa City Hall, City of Tuscaloosa, AL 35401, at 10:00 A.M. local time on June 9, 2015. **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]

determinations as to what materials or items of tangible personal property to be incorporated into the project qualify for tax exemption 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 savings 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 being nor shall be considered in the determination of the lowest responsible and responsive bidder.

7. Pre-Bid Conference. A Pre-Bid Conference is NOT required for this Project. All Bidders will be required to attend a mandatory pre-bid conference to be held in the Historic Room at Tuscaloosa City Hall, City of Tuscaloosa, AL 35401 at 10:00 A.M. local time on June 9, 2015. 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 list of the project and to translate the contractor with the general location of the project will be given following the pre-bid conference. This will be a "roadside" 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 Dunbar, PBRLS (205) 755-1521.

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.

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

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

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION TWO
INSTRUCTION TO BIDDERS
(2015)

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 of Tuscaloosa's Recovery Department.

Recovery Department contact information is as follows:

Robin Edgeworth, Director of Recovery Operations

Telephone: (205) 248-5725

redgeworth@tuscaloosa.com.

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)
(2015)

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

To: City of Tuscaloosa
Address: 2201 University Boulevard
Tuscaloosa, AL 35401
Project Title: Rosewood Sanitary Sewer Improvements Project Phase Two
Project No.: A12-1617
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 John Plott Company, Inc doing business at 2804 Rice Mine Road, Tuscaloosa AL 34506
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 GC, Alabama General Contractor No.: 9266 (Attach Copy)

Alabama General Contractor Specialty BC, EV, H/RR, HS, MU

Alabama General Contractor License Major Categories:

(1) _____ (2) _____

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

Name: Henry Hinds Telephone: 205-345-5678

ADDENDA: The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, _____ (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 _____ cents (\$ _____). (Amount written in words has precedence)

and _____ cents (\$ _____)
(Amount written in words (not price book))

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 Document, upon the undersigned's own estimate of quantities and costs, the following lump sum of _____ N/A Dollars

APPENDIX: The Bidder hereby acknowledges that he has received Appendix No. 1 (Bidder shall insert No. of each Appendix received) and agrees that all documents listed are hereby made part of the Contract Document, and the Bidder further agrees that his Proposal(s) includes all items testing from said Appendix

Name: Barry Hinds Telephone: 205-245-2878
Bidder's contact person for additional information on this Proposal (if applicable)

Alabama General Contractor License Major Categories: _____
Alabama General Contractor Specialty: EC, EV, HVR, NS, MI
Business Class: GC, Alabama General Contractor No. 2288 (Attach Copy)

which is the subject to which all communications concerned with this Proposal and with the Contract shall be sent.
BIDDER: The name of the Bidder submitting this Proposal is John Klotz Company, Inc. doing business as 3304 Rice Mine Road Tuscaloosa AL 35408

Trade Package No.: N/A
Trade: N/A (If applicable)
The trade portion of the work for which this Proposal is submitted is: AW-1817
Project No.: Rosewood Sanitary Sewer Improvement Project Phase Two
Project Title: Tuscaloosa AL 35401
Address: 3301 University Boulevard
City of Tuscaloosa

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

(2018)

PROPOSAL (BID)

SECTION THREE

CITY OF TUSCALOOSA PUBLIC WORKS

STATE OF ALABAMA
BID LIMIT: UNLIMITED
AMOUNT: UNLIMITED
LICENSE NO. 9266
TYPE: RENEWAL



THIS IS TO CERTIFY THAT
John P. Loft, General Contractor

JOHN P. LOFT CO INC
PUSCALOOSA, AL 35468

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

FOR BUILDING CONSTRUCTION; ENVIRONMENTAL; STREETS, HIGHWAYS AND RAILROADS; HIGHWAYS AND STREETS, MUNICIPAL AMENITY

May 31, 2016

When this Certificate expires

Witness our hands and seal of the Board, at the City of Montgomery, Alabama

May 11, 2015

SECRETARY

110345



Faint, illegible text at the top left, possibly a header or title.

Faint, illegible text in the middle left section.

Faint, illegible text in the bottom left section.

Faint, illegible text in the top right section.

Faint, illegible text in the middle right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the top right section.

Faint, illegible text in the middle right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the top right section.

Faint, illegible text in the middle right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the top right section.

Faint, illegible text in the middle right section.

Faint, illegible text in the bottom right section.

Faint, illegible text in the bottom right section.

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.	See Page 15a			
2.				
3.				
		TOTAL BASE BID	\$ 222,347.00	TH

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:

	<u>ESTIMATED SALES AND USE TAX</u>
BASE BID:	\$ <u>6,000.00</u>
Additive Alternate (if applicable):	\$ <u>6,500.00</u>

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 \$ 1,500.00 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.

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 substance information during all relevant dates in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability being out of his or his subcontractors' privity investigations.

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

AS-BUILT DRAWINGS: The Bidder's Proposal contains \$ 1,500.00 for "as built drawings".

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 responsive and responsive bidder.

ESTIMATED SALES AND USE TAX	\$ 2,225,345.00
BASE BID \$	2,225,345.00
Additive Alternate (if applicable) \$	0.00

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

SALES AND USE TAX SAVINGS ACCOUNTING:

TOTAL BASE BID	\$ 2,225,345.00
1	See Page 15A
2	
3	
TOTAL	

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)

Price 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 item is complete at owner's option.

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.

UNIT PRICE: Where the Project is bid in unit prices the 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 unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

ALTERNATE: Attach additional sheets for additive or deductive alternates, if contract documents



CITY OF TUSCALOOSA
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT - PHASE TWO

City Project No. A12-1617

Bid Schedule

Revised June 9, 2015

Item No.	Estimated Quantity	Unit	Item	Unit Price	Total
GENERAL					
1	1	l.s.	Mobilization/Demobilization/Bonds/Insurance	11,000.00	\$ 11,000.00
2	2	each	Project Sign	500.00	\$ 1,000.00
3	1	l.s.	Demolition, Clearing/Grubbing, Easement Grading	11,000.00	\$ 11,000.00
4	1	l.s.	Traffic Control	8,000.00	\$ 8,000.00
EROSION CONTROL					
5	1	l.s.	Stormwater Management and Maintenance	1,296.00	\$ 1,296.00
6	3	acre	Permanent Grassing	1,650.00	\$ 4,950.00
7	1,200	s.y.	Solid Sod (species to match existing)	7.00	\$ 8,400.00
8	2	each	Construction Exit Pad (At "Laydown Areas")	1,680.00	\$ 3,360.00
9	200	ton	Temporary Rip-Rap, Class 2 (including removal/disposal) (Placed as Directed by the Owner's Representative)	55.00	\$ 11,000.00
10	4	each	Inlet Protection	226.00	\$ 904.00
11	3,400	l.f.	Erosion Control Silt Fence, Type "A"	3.00	\$ 10,200.00
12	1,000	s.y.	Rolled Erosion Control Product, Type 2D (Placed as Directed by the Owner's Representative)	0.40	\$ 400.00
13	1	l.s.	ADEM Stormwater Permit Allowance	1,155.00	\$ 1,155.00
SANITARY SEWER SYSTEM					
14	1,800	l.f.	15" PVC SDR 26 Sanitary Sewer (All Depths)	45.16	\$ 81,288.00
15	70	v.f.	48" Diameter Precast Manhole (Standard)	328.00	\$ 22,960.00
16	10	v.f.	48" Diameter Precast Manhole (Doghouse)	427.00	\$ 4,270.00
17	7	v.f.	48" Diameter Precast Manhole (Doghouse with Drop Connection)	1,050.00	\$ 7,350.00
18	10	each	Standard Manhole Ring and Cover	383.00	\$ 3,830.00
19	1	each	Watertight Manhole Ring and Cover	568.00	\$ 568.00
20	2	each	Connection to Existing Manhole ("Kor-N-Seal" Boot or Equal Required)	1,800.00	\$ 3,600.00
21	300	c.y.i.p.	Trench Foundation Material (ALDOT Section 801 No. 57 Crushed Limestone)	24.57	\$ 7,371.00
22	1	l.s.	Grout Fill Existing Sanitary Sewer	2,950.00	\$ 2,950.00
23	1	l.s.	Invert Construction (Sheet C2.8) (Including Bypass Pumping, If Required)	1,305.00	\$ 1,305.00
ROADWAY CROSSING					
24	250	s.y.	Pavement Patch	14.36	\$ 3,590.00
25	100	l.f.	24" Combination Curb & Gutter	27.00	\$ 2,700.00
MISCELLANEOUS					
26	300	l.f.	Chain Link Fence Replacement	9.00	\$ 2,700.00
27	400	l.f.	Wooden Privacy Fence Replacement	13.00	\$ 5,200.00
TOTAL BID				\$	222,347.00
ADD ALTERNATE NO. 1					
A1	1,800	l.f.	16" D.I. CL 250 with Protecto 401 Lining (Unit Price Provided to be Added to Bid Item No 14)	41.69	\$ 75,042.00

Respectfully Submitted:

Bidder: John Plott Company, Inc. Date: June 16, 2015

Signature: Henry Hinds

By: Henry Hinds Address: P.O. Box 20183

Title: Vice President Tuscaloosa, AL 34502

AL Contractor's License No.: 9266 Phone: 205-345-5678

FAX: 205-752-3245

E-Mail: hhinds@jplott.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. *See Attached

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

The Bidder understands and agrees that if a Contract is awarded, the City may elect to award all estimates 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 quantities of work and materials, as included herein, is that and is intended only to indicate the general nature of the work and to verify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that his Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

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

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

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

Name of Client	Year Awarded	Name of Engineer/Architect/Engineer Firm	Address	City	State	Date	Telephone Number

3. *See Attached

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

James Paving

Name _____

Street Birmingham AL _____

City State Zip

Description of Work Hauling; Curb & Gutter

Murphy Enterprises

Name _____

Street 1701 Bisk Circle Birmingham AL _____

City State Zip

Description of Work _____

Name _____

Street _____ City _____ State _____ Zip _____

Street _____
City _____ State _____ Zip _____

Name _____
Description of Work _____

Street _____
City _____ State _____ Zip _____

Name _____
Description of Work _____

Street _____
City _____ State _____ Zip _____

Name _____
Description of Work _____

subcontractors for the following portions of the work.
Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded
SUBCONTRACTORS: Unless the same information has been provided in the qualification statement, the
his own notes refer to the INSTRUCTIONS TO BIDDERS).

PERFORMANCE OF WORK BY CONTRACTOR. The Bidder shall perform at least 50 percent of the work with

Name of Registered Architect/Engineering Firm _____
Telephone Number _____

Facility _____
Size _____
Date _____

Street _____
City _____

Name of Consultant _____
Telephone Number _____

See Attached

PROJECT NAME: DOWNTOWN URBAN RENEWAL / REDEVELOPMENT PH 2

OWNER: City of Tuscaloosa

OWNER ADDRESS: 2201 University Blvd

Tuscaloosa, AL 35401

OWNERS CONTACT: Daniel Price

OWNERS TELEPHONE NO.: 205-534-1994

ENGINEER: Almon Associates

ENGINEER'S ADDRESS: 2008 12th St

Tuscaloosa, AL 35403

ENGINEER'S CONTACT: Josh Rogers

ENGINEER'S TELEPHONE NO.: 205-349-2100

CONTRACT BID AMOUNT: \$6,797,496.54

COMPLETED CONTRACT AMOUNT: \$6,466,725.63

CONTRACT TIME INCLUDING CHANGE ORDERS: 317 DAYS.

CONTRACT TIME USED: 317 DAYS.

START DATE / COMPLETION DATE: 6/17/13 - 4/18/14

PERCENTAGE OF WORK PERFORMED WITH OUR OWN FORCES: 50%

DESCRIPTION OF WORK PERFORMED:

1 EA ABANDON SANITARY/STORM M.H. (FILL WITH COMPACTED STONE)

3 EA. REMOVE FIRE HYDRANT ASSY

93 CY. SLURRY FILL OF ABANDONED PIPES

EARTHWORK - 26,400 SY. GRADING

TOPSOIL - 6,000 CY

1430 SY. PLANING EXISTING PAVEMENT

9093.02 SY. CRUSHED AGGREGATE STONE BASE, 825B (6" THICKNESS)

6915 SY. IMPROVED BITUMINOUS CONCRETE BINDER LAYER (2" COMPACTED THICKNESS)

5340 SY. IMPROVED BITUMINOUS CONCRETE BINDER LAYER (2.25" COMPACTED THICKNESS)

9408 SY. IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER (1.5" COM THICK)

378.17 SY. ASPHALT PATCHING (2" COMPACTED THICKNESS)

2285.35 SY. CONCRETE DRIVEWAY AND ON-STREET PARKING (6" THICK)

268.86 SY. CONCRETE DRIVEWAY - COMMERCIAL (8" THICK)

3227.38 SY. CONCRETE SIDEWALK

33.43 SY. DECORATIVE BRICK PAVER/CONCRETE SIDEWALK

58 EA. HANDICAP RAMPS

1963.46 LF. COMBINATION CURB AND GUTTER

3866.42 LF. STANDUP CURB (6" WIDTH)

884.67 LF. STANDUP CURB (8" WIDTH)

1131.5 LF. 4' VALLEY GUTTER

304.45 LF. 6' VALLEY GUTTER

107 LF. 4" D.I. PIPE, CL 52

337.14 LF. 8" D.I. PIPE, CL 52

463.1 LF. 12" D.I. PIPE, CL 52

40 LF. 18" D.I. PIPE, CL 52

747.8 LF. 15" R.C. PIPE, CLASS 3

473.5 LF. 18" R.C. PIPE, CLASS 3

550 LF. 24" R.C. PIPE, CLASS 3

136.5 LF. 42" R.C. PIPE, CLASS 3

537 LF. 48" R.C. PIPE, CLASS3 (DEPTH OF CUT 22 V.F.)

44 L.F. 43 3/4 X 26 5/8 R.C. ARCH PIPE, CLASS 3

399 LF. 96"X72" PRECAST CONCRETE BOX CULVERT (DEPTH OF CUT 22 V.F.)

1 LS. STORM STRUCTURE A16 (JUNCTION BOX, SPECIAL)

1 LS. STORM STRUCTURE K2 (JUNCTION BOX, SPECIAL)

1 LS. STORM STRUCTURE L3 (JUNCTION BOX, SPECIAL)

1 LS. STORM STRUCTURE M1 (JUNCTION BOX, SPECIAL)

1 LS. STORM STRUCTURE M2 (JUNCTION BOX, SPECIAL)

1 LS. STORM STRUCTURE R6 (COMBINATION INLET, SPECIAL)

1 LS. STORM STRUCTURE Z3 (JUNCTION BOX, SPECIAL)

13 EA. JUNCTION BOX (TYPICAL)

9 EA. GRATE INLETS (TYPICAL)

2 EA. YARD INLET (MODIFIED)

1 EA. 24" DRAIN BASIN

11 EA. S INLET (1-WING)

1 EA. S INLET (1-WING, MODIFIED)

7 EA. S INLET (2-WING)

3 EA. S INLET (2-WING, MODIFIED)

2 EA. S INLET (1-WING, WITH BMP SNOOT - 4' SUMP)

1 EA. S INLET (1-WING, WITH BMP SNOOT - 5' SUMP)

1 EA. S INLET (2-WING, WITH BMP SNOOT - 5' SUMP)

37.5 VF. 48" PRECAST CONCRETE M.H. RISER

1 EA. 24" RCP CONNECTION TO 96"X72" BOX CULVERT

1 EA. 48" RCP CONNECTION TO 96"X72" BOX CULVERT

824.25 LF. ROOF AND LAWN DRAINS PVC SCH. 80

448.5 LF. 30" DIA D.I. CL 50 EPOXY LINED, SANITARY SEWER (DEPTH OF CUT 30VF.)

481.58 LF. 12" DIA D.I. CL 52 CEMENT LINDE, SANITARY SEWER, 0-10 CUT

342.13 LF. 12" DIA D.I. CL 52 CEMENT LINDE, SANITARY SEWER, 10-20 CUT

560.54 LF. 12" DIA D.I. CL 52 CEMENT LINDE, SANITARY SEWER, 20-30 CUT

283.54 LF. 8" DIA D.I. CL 52 CEMENT LINDE, SANITARY SEWER, 0-10 CUT

76.95 LF. 8" DIA D.I. CL 52 CEMENT LINDE, SANITARY SEWER, 10-20 CUT

55 VF. 72" DIA STANDARD PRECAST MH

171.61 VF. 48" DIA STANDARD PRECAST MH

14.5 VF. 48" DIA. STANDARD PRECAST DOGHOUSE MH

17 VF. 12" DIA MEMPHIS TEE CONNECTION RISER

50.1 VF. 8" DIA MEMPHIS TEE CONNECTION RISER

2 VF. 6" DIA MEMPHIS TEE CONNECTION RISER

970.87 LF. 6" SANITARY SEWER SERVICE LATERAL

400 LF. 12" DI CLASS 350 WATER MAIN

2281.5 LF. 8" DI CLASS 350 WATER MAIN

132.75 LF. 6" DI CLASS 350 WATER MAIN

100.5 LF. 4" DI CLASS 350 WATER MAIN

1 EA. 12" HOT TAP W/ 12" TAPPING VALVE & SLEEVE

1 EA. 8" HOT TAP W/ 8" TAPPING VALVE & SLEEVE

3 EA. 6" HOT TAP W/ 6" TAPPING VALVE & SLEEVE

1 EA. 6" HOT TAP W/ 6" TAPPING VALVE & 12" SLEEVE

1 EA. 4" HOT TAP W/ 4" TAPPING VALVE & SLEEVE

3 EA. 12" GATE VALVE W/ VALVE BOX AND CONC. PAD

15 EA. 8" GATE VALVE W/ VALVE BOX AND CONC. PAD

4 EA. 6" GATE VALVE W/ VALVE BOX AND CONC. PAD

5 EA. 4" GATE VALVE W/ VALVE BOX AND CONC. PAD

5 EA. FIRE HYDRANT ASSY

2 EA. 6" DOUBLE CHECK DETECTOR ASSY

1 EA. 12" WATER MAIN PLUG

6 EA. 8" WATER MAIN PLUG

4 EA. 6" WATER MAIN PLUG

2 EA. 4" WATER MAIN PLUG

8 EA. TIE TO EXISTING WATER MAIN

24 EA. DIRECT TAP TO WATER MAIN

2 EA. PRE-PLUMBED PRECAST CONCRETE METER VAULT

10 EA. DOMESTIC SERVICE METER BOX

13 EA. REMOVE / RESET DOMESTIC SERVICE METERS

5 EA. BACKFLOW PREVENTER

92 LF. 2" PVC, CLASS 200 WATER SERVICE LINE

179 LF 1" COPPER TYPE "K" WATER SERVICE LINE

180 LF 3/4" COPPER TYPE "K" WATER SERVICE LINE

118. TITLTY IM. (ALL POWER AT&T, COMCAST, USE, D.O.T)

118. IRON CONTROL AND SITE MAINTENANCE

118. TRAFFIC CONTROL, DEGRADATIVE TRAFFIC SIGNAL, AND TEMP STRIPING

118. PERMANENT SIGNING AND STRIPING

118. LANDSCAPING AND OTHER IMPROVEMENTS

118. ELECTRICAL IMPROVEMENTS

PROJECT NAME: Moody Swamp Tributary No. 3 Drainage Improvements-

Construction Phase I

Tuscaloosa, Alabama

OWNER: City of Tuscaloosa

OWNER ADDRESS: 2201 University Blvd

Tuscaloosa, AL 35401

OWNERS CONTACT: Chad Christianson

OWNERS TELEPHONE NO.: 248-5800

ENGINEER: McGiffert & Associates, LLC

ENGINEER'S ADDRESS: PO Box 20559

Tuscaloosa, AL 35402

ENGINEER'S CONTACT: Darrell Hobson

ENGINEER'S TELEPHONE NO.: 205-759-1521

CONTRACT BID AMOUNT: \$3,898,901.40

COMPLETED CONTRACT AMOUNT: \$3,544,963.19

CONTRACT TIME INCLUDING CHANGE ORDERS: 340 DAYS.

CONTRACT TIME USED: 340 DAYS.

COMPLETION DATE: 10/25/13

PERCENTAGE OF WORK PERFORMED WITH OUR OWN FORCES: 70%

DESCRIPTION OF WORK PERFORMED:

Erosion Control:

7,500 LF Type "A" silt fence

250 Ea. Erosion control hay bales

100 Tons class 2 rip rap

3,500 CY top soil replace 4" thick

6 AC seed & mulch

1 EA Cast in place headwall on existing Double 8' diameter CMP at Kansas City Southern Railroad

2 Ea. Cast in place concrete low water crossing

300 SY Bank Stabilization at Norfolk Southern Railroad

2,500 SY Cast in place concrete flume

2 EA. Cast in place headwalls on double 96" steel drainage pipes both sides of Norfolk Southern RR

280 LF 96" steel casing pipe 1.5" thick jacked underneath Norfolk Southern RR (2-140LF Bores side

By side with 5' separation on grade for storm water drainage)

132 LF 96" steel casing pipe 1.5" thick installed across city street by open cut installation

180 LF 10'x6' precast concrete box culvert installed underneath city street

2 EA cast in place headwalls on 10'x6' precast concrete box culverts

70 LF 16" x 500 wall steel casing pipe open cut installation for potable water relocations

100 LF 8' Ductile iron pipe for potable water line relocation

2 EA connect to existing water main

180 LF 10" sanitary sewer relocation

320 LF 8" Sanitary Sewer Relocation

80 LF 18" x 375 wall steel casing pipe open cut installation for sanitary sewer relocation

53 VF 48" diameter precast manhole for sanitary sewer

PROJECT NAME: Uof A Bryce Campus Development Water Distribution PH 1

Project No. UTL-13-0800

OWNER: University of Alabama

OWNER ADDRESS: The Board of Trustees of the University of Alabama
c/o Construction Administration PO Box 870186 or

1205 14th Street Tuscaloosa, Alabama 35487-0186

OWNERS CONTACT: Sonny Burch

OWNERS TELEPHONE NO.: 305-219-2036

ENGINEER: McGiffert & Associates, LLC

ENGINEER'S ADDRESS: 2814 Stillman Blvd

Tuscaloosa, AL 35401

ENGINEER'S CONTACT: Jason Coker

ENGINEER'S TELEPHONE NO.: 205-759-1521

CONTRACT BID AMOUNT: \$334,932.50

COMPLETED CONTRACT AMOUNT: \$221,584.80 (Materials provided by Owner)

CONTRACT TIME INCLUDING CHANGE ORDERS: 64 DAYS.

CONTRACT TIME USED: 64 DAYS.

START DATE / COMPLETION DATE: 8-12-13 / 10-16-13

PERCENTAGE OF WORK PERFORMED WITH OUR OWN FORCES: 100 %

DESCRIPTION OF WORK PERFORMED:

2200 LF. INSTALL 12" D.I. WATERMAIN

400 LF. 8" D.I. WATERMAIN WITH ASSOCIATED VALVES, HYDRANTS, DOMESTIC SERVICES AND

PATCHING OF ASPHALT ROADWAYS.

PROJECT NAME:

Lot A Race Campus Development Water Distribution Part 1

OWNER:

University of Alabama

OWNER ADDRESS:

The Board of Trustees of the University of Alabama
c/o Construction Administration PO Box 870186
or

1205 14th Street Tuscaloosa, Alabama 35487-0186

OWNER'S CONTACT:

Scotty Purch

OWNER'S TELEPHONE NO.: 205-219-2050

ENGINEER: McQuinn & Associates, LLC

ENGINEER'S ADDRESS: 2814 Stillman Blvd

Tuscaloosa, AL 35401

ENGINEER'S CONTACT: Jason Collier

ENGINEER'S TELEPHONE NO.: 205-759-4221

CONTRACT BID AMOUNT: 2334,932.50

COMPLETED CONTRACT AMOUNT: 2331,584.80 (includes amounts provided by Owner)

CONTRACT TIME INCLUDING CHANGE ORDERS: 64 DAYS

CONTRACT TIME ESTD.: 64 DAYS

START DATE / COMPLETION DATE: 8-15-13 / 10-16-13

PERCENTAGE OF WORK PERFORMED WITH OUR OWN FORCES: 100 %

DESCRIPTION OF WORK PERFORMED:

3500 LF INSTALL 12" DI WATERMAIN

400 LF 8" DI WATERMAIN WITH ASSOCIATED VALVES, HYDRANTS, DOMESTIC SERVICES AND

PATCHING OF ASPHALT ROADWAYS

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:

WESTERN SURETY COMPANY whose address is
P.O. BOX 1350 TUSCALOOSA AL 35403
Street City State Zip

Single Job Bond Limit \$20,000,000 Aggregate Job Bond Limit \$60,000,000

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 16th day of June, 2015.

John Plott Company, Inc.

Name of Corporation

By Henry Hinds Henry Hinds

Vice President

Title

Attest Hunter Plott Hunter Plott
Secretary

(seal)

Attest: [Signature]
Secretary

[Signature]
Title

[Signature]
Vice President

[Signature]
Name of Corporation
John Platt Company, Inc.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officer, this 20 day of June, 2012

[Signature]
Title

IN WITNESS hereof the undersigned has set his (its) hand this 20 day of June, 2012

If Sole Proprietor or Partnership:

Single Job Bond Limit: \$20,000,000 Aggregate Job Bond Limit: \$20,000,000

Street: P. O. Box 1320
City: Tomball State: TX Zip: 77375

Whose address is: WESTERN SURETY COMPANY

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

Street: _____ City: _____ State: _____ Zip: _____

Name: _____

Description of Work: _____

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 590 OF BID AMOUNT NTE \$10,000. according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 16 day of JUNE, 2015.

BY: Henry Hinds *Henry Hinds*
Vice 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]

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 price, and will claim no profit for anticipated profit 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 Five of Bid Amount NYC \$10,000 according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 14 day of June, 2012

BY Henry Rinda
Vice President
The

(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]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR
BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA
(2015)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JOHN PLOTT COMPANY, INC. as Principal; and WESTERN SURETY COMPANY as Surety, (NOTE: If cashier's 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 5% OF BID AMOUNT NTE \$10,000 Dollars (\$) 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: Rosewood Sanitary Sewer Improvements Project Phase Two

Location: Tuscaloosa, AL

Architect or Engineer: McGiffert and Associates, LLC

Project Number: A12-1617

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.

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR
BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA
(2013)

KNOW ALL MEN BY THESE PRESENTS that we the undersigned, JOHN F. BARTON, INC. as Principal; and WESTERN SURETY COMPANY as surety; (NOTE: If cashier's 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 \$25,000.00 Dollars 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: Revised Sanitary Sewer Improvements Project Phase Two

Location: Tuscaloosa, AL

Architect or Engineer: McGhee and Associates, LLC

Project Number: A13-1817

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

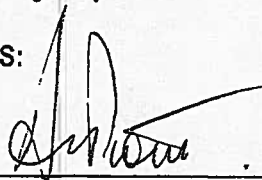
(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the form as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amount as required by the instructions and Bidder and submit the insurance certifications as required by the bid document and fulfill all other obligations 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; and 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 16 day of JUNE, 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.

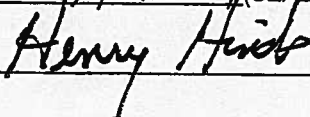
WITNESS:



PRINCIPAL:

JOHN PLOTT COMPANY, INC. (SEAL)

By: Henry Hinds



Title: V.P.

Address: P.O. Box 20183

TUSCALOOSA AL. 35402

SURETY:

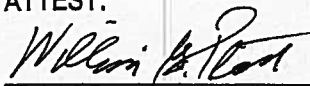
WESTERN SURETY COMPANY (SEAL)

P.O. Box 1350

(Business Address)

TUSCALOOSA, AL. 35403

ATTEST:



By: Robert A. Pease

Title: _____

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]

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 time within which the City may accept such bid, and 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 12th day of 1944, the name and corporate seal of each corporate party being hereunto affixed and these presents only signed by its undesignated representative pursuant to authority of its governing body.

WITNESS:

PRINCIPAL:

JOHN F. [unclear] (SEAL)

By: [Handwritten Signature] Henry [unclear]

Title: V. P.

Address: P. O. Box 5453

TUSCALOOSA, ALA. 35402

SURETY:

WESTERN SURETY COMPANY (SEAL)

P. O. Box 1320

(Business Address)

TUSCALOOSA, ALA. 35403

ATTEST:

By: [Handwritten Signature]

Title:

Attorney in Fact

NOTE: Surety must be qualified and outbonded to make bonds in the state. All bonds and sureties are subject to review and approval by the City Attorney. Valid consent 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]

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W Poellnitz Jr, Walter Wayne Guy, Rick Manasco, Robert Gerald Plott, W Geoffrey Plott, Anne M Leslie, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of June, 2015.



WESTERN SURETY COMPANY

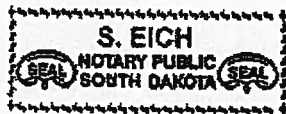
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16 day of JUNE, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

I, the undersigned, do hereby certify that the above named person is a duly organized and existing corporation having its principal office in the City of St. Louis, Missouri, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W. Boehlitz Jr., Walter Wayne Guy, Rick Mansero, Robert Gerald Platt, W. Geoffrey Platt, Anne M. Leslie, individually

of the State of Missouri, all to be and lawfully Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligations in accordance with the powers

- In Unlimited Amounts -

and to bind it thereby, in fully and to the same extent as if such instrument were signed by a duly authorized officer of the corporation, and all the acts of said Attorney-in-Fact to be ratify, confirm and execute, the power conferred and contained

This Power of Attorney is made and executed pursuant to and by authority of the Board of Directors of the above named, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused this instrument to be signed by its Vice President and its corporate seal to be hereunto affixed on this 15th day of June 2015


WESTERN SURETY COMPANY


Paul T. Smith, Vice President



State of South Dakota }
County of Minnehaha }

On this 2nd day of June 2015, before me personally, came Paul T. Smith, to me known, who being by me duly sworn, did depose and say: that he is the Vice President of the State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY, described in and which executed the above instrument, that he knows the contents of said instrument, that the seal affixed to the said instrument is such as upon the seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he stated his name therein pursuant to the authority, and again whether same be the said individual or said corporation.


J. B. Smith, Notary Public



My commission expires
February 12, 2021

CERTIFICATE

I, J. B. Smith, Notary Public, do hereby certify that the Power of Attorney hereto attached is a true and correct copy of the original as the same appears in my files, and further certify that the seal of the corporation named on the reverse hereof is still in force. In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of June 2015.

WESTERN SURETY COMPANY


J. B. Smith, Notary Public



STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FIVE
CONTRACT AGREEMENT
(2015)

THIS AGREEMENT made and entered into this 26th day of June, 2015, by and between John Plott Company, 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.

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FIVE
CONTRACT AGREEMENT
(2018)

THIS AGREEMENT made and entered into this 15 day of October, 2018, by and between John Blot Company, 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-T-N-E-S-S-T-H

In consideration of the amount 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 subdone 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 here in by reference and constitute the Contract between the parties to the same except 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 Two Hundred Ninety-Seven Thousand Three Hundred Eight-Nine and 00/100 Dollars (\$ 297,389.00) 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

increase in such taxes being a change of the contract. (1975) Contractor shall be reimbursed for any additional severance, sales or taxes incurred as a result of an increase in such taxes being a change of the contract. Pursuant to Ala. Code 23-1-3

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 Two Hundred Ninety-Six Thousand Three Hundred Eighty-Nine and 00/100 Dollars (\$296,389.00) being the amount of the Contractor's bid as awarded by the City.

B. Estimated Quantities and Unit Prices: It 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 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 observer's presence to

observe such overtime work. Overtime hours requiring the presence of City inspectors shall be considered any hours worked by the Contractor in excess of eight (8) hours during any working day and/or in excess of forty (40) hours from Monday through Friday and/or any time on Saturday, Sunday or legal holiday. In general, it should be expected that the Engineer/Architect's resident observer(s) or City's inspectors will be present at all times that the Contractor is working.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor or successful bidder is expected to complete the Project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order condition possibly exists in any given case during the performance of the contract, the Contractor shall promptly notify in writing the representative of the City and shall not implement such change until having notified the representative of the City. If the change is minor in the opinion of the representative of the City and does not involve, 1) an adjustment in the contract sum or construction bid price, or 2) result in extension of the contract time, or 3) a material change in the contract scope of services, then the City representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written change order.

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

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

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

H. Determination of Adjustment of the Contract Sum: The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods as determined by Owner:

1. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor.
2. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved, the total mark-up for the Contractor and a subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

I. Construction Schedule and Periodical Estimates: Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the City and Engineer/Architect and Construction Manager, a construction schedule in a form satisfactory to the City or Construction Manager, which may include CPM for all major trades, showing the proposed dates of commencement and completion of each of the various activities, of work required under the Contract documents, the interrelationship of each activity, sequences, resources for each and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (1) a detailed estimate giving a complete breakdown on the contract price and (2) periodical itemized estimates of the work done for the purpose of making partial payments, however the same will not be considered as fixing a basis for additions to or deductions from the contract price. Scheduling is particularly critical if Contractor is a trade contractor and adherence to the Construction Manager progress schedule is required.

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

J. Sales and Use Tax Savings: Pursuant to the invitation for bids, sales and use taxes are not to be included in the bid. The project will be administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate sales and use tax saving must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder

ARTICLE III. TIME

A. Time for Completion/Delays: The Contractor hereby agrees to commence work under this contract on the date to be specified in a written "Notice to Proceed" of the Engineer/Architect or thirty (30) days from the date of contract execution if no notice is issued, and to fully complete the Project within sixty (60) consecutive calendar days thereafter. If this is a trade contract, then the Contractor shall perform within the time periods and at the times as established by the Construction Manager's approved construction schedule for the project. The Contractor further agrees to pay to the City, liquidated damages for each consecutive calendar day thereafter as hereinafter provided. Time is of the essence and a material element to this agreement.

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

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

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

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

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

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

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

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

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

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

D. Liquidated Damages: Should the work under this contract not be completed within the time specified, scheduled or as extended, it is understood and agreed that there may be deducted by the City or Engineer/Architect from the partial and/or final payments to the Contractor or otherwise charged to the Contractor, a sum computed at the rate of One Thousand Dollars (\$1,000.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the City/Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City

shall not constitute an election or waiver by the City of recovery of additional delay or non-delay related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

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

ARTICLE IV. WORK AND MATERIALS

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

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

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

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

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

C. **Superintendence:** The Contractor shall assign to and keep at the Project site competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall be an employee of the Contractor and shall have complete authority to represent, to receive notice for, and to act for the Contractor. The Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of supervisory personnel. The Engineer/Architect shall be notified in writing prior to any change in superintendent assignment. Using his best skill and attention, the Contractor shall give efficient supervision to the Project. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, for providing adequate safety precautions, and for coordinating all portions of the Project under the Contract. It is specifically understood and agreed that neither the Engineer/Architect nor the City shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, or procedures, or for providing adequate safety precautions in connection with the Project under the Contract.

D. **Contractor's Tools and Equipment:** The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the Project.

E. **Furnishing Labor and Equipment:** The Contractor shall furnish and pay for all equipment, labor and supervision, and all such materials as required to be furnished in the Notice to Bidders and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

F. **Employees:** The Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe improper manner, such person shall promptly be removed from the Project by the Contractor.

G. **Materials and Appliances:** Unless otherwise stipulated, the Contractor shall provide and pay for all other materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | |
|------------------------------------------|----------------------------------------|
| Excessive static or dynamic loading | Rodent and insect infestation |
| Excessive internal or external pressures | Combustion |
| Excessively high or low temperatures | Electrical Current |
| Thermal shock | High speed operation |
| Excessively high or low humidity | Improper lubrication |
| Air contamination or pollution | Unusual wear or other misuse |
| Water or ice | Contact between incompatible materials |
| Solvents | Destructive Testing |
| Chemicals | Misalignment |
| Light | Excessive weathering |
| Puncture | Unprotected storage |
| Abrasions | Improper shipping or handling |
| Heavy traffic | Theft |
| Soiling, staining and corrosion | Vandalism |
| Bacteria | |

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

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

In selecting and/or accepting equipment for installation in the Project, neither the City nor Engineer/Architect assume responsibility for any personal injury, property damage, or any other damages or claims resulting from failure of the equipment to comply with applicable safety codes or requirements, or the safety requirements of a recognized agency, or failure due to manufacturer's faulty design concepts, or defective

workmanship and materials. The Contractor shall indemnify and hold the City, Program Coordinator, and Engineer/Architect harmless against any and all liability, claims, suits, damages, costs, or expenses without limitation arising out of the installation or use of such equipment.

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

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

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

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

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

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

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

N. Responsibility to Act in Emergency: In case of an emergency which threatens loss or damage to property, and/or safety, the Contractor shall act, without previous instructions from the City or Engineer/Architect, as the situation may warrant. The Contractor shall notify the Engineer/Architect thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be

submitted to the City through the Engineer/Architect. The claim will be handled in accordance with the provisions for extra work. However, if the emergency is created or aggravated by the Contractor, he shall be liable for the resulting damages. If the Contractor fails to take necessary action as required by such an emergency, the City may assign another Contractor or use his own forces to perform the emergency work. Costs or damages arising from the failure of the Contractor to act in an emergency may be deducted from the Contractor's request for payment.

O. **Sanitary Regulations:** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer/Architect. Their use shall be strictly enforced. In the Construction Manager format, the City may provide sanitary accommodations through the Construction Manager.

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

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

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

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

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

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

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

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

Q. **Trailers:** With the approval of the City or Engineer/Architect, the Contractor may park trailers or other structures for housing men, tools, machinery and supplies, but they will be permitted only at approved places and

their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

R. Construction Staking: If necessary, the Engineer or the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified Engineer or land surveyor to replace and/or re-establish in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced or destroyed during construction.

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

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

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

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

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

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

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

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

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

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

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

U. Erosion Control.

1. To the extent there has been issued by the City Engineer a land development permit in accordance with applicable ordinances, the Contractor shall conform to and abide by all terms and conditions of such permit.
2. Erosion control measures shall be performed on all disturbed areas in accordance with the BMPP included in the Notice of Intent and with Section 665, Alabama Highway Department Specifications. The CONTRACTOR will perform all erosion control measures necessary to prevent silt and soil from leaving construction area and entering private property or the "Waters of the State." Erosion control measures shall be in strict accordance with Alabama Non Point Source Management Program Document and EPA Storm Water Pollution Prevention for Construction Activities.
3. In accordance with Section 665 of Alabama Highway Department Specifications, temporary erosion control work shall involve the construction of temporary berms, dikes, drains, fences, dams, etc. with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving rights-of-

way and entering private property or from washing into drainage structures located on State or County rights-of-way. CONTRACTOR shall mow grassed areas as required during the construction phase of the contract.

4. Erosion control measures shall be maintained by the CONTRACTOR through the warranty period of the contract. If additional measures are required to correct problems which might occur, these shall be performed by the CONTRACTOR at no additional cost to the OWNER.
5. Materials used for erosion control measures shall be in accordance with 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	\$ <u>5,000,000</u>
Aggregate	\$ <u>5,000,000</u>

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

6. **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/controlling member or partner, or an executive officer of at least the level of vice-president for a corporation. Additionally, the QCP is required to sign the CBMPP certification part of the 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 John Plott Company, Inc. and whose address is P.O. Box 20183 Tuscaloosa, AL 35402.

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.

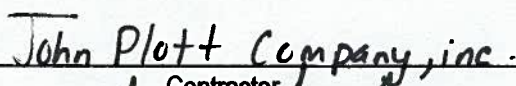
The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural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

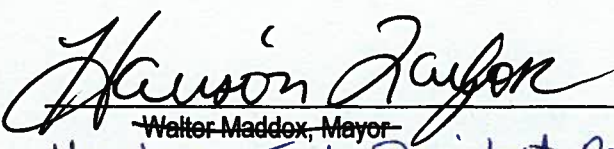
PARTY OF THE FIRST PART


Contractor
BY: 
ITS: 

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

ATTEST:


~~Asst.~~ City Clerk



~~Walter Maddox, Mayor~~
Harrison Taylor President Pro-Tem

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", "heretofore", 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. Whenever 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 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 hereunto 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 to the other, be accepted as an original.

PARTY OF THE FIRST PART

BY _____
ITS _____
John Platt Company, Inc.
Contractor

ATTEST

City Clerk

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

BY _____
ITS _____
Walter Maddox, Mayor
Harrison Taylor, President Pro-Tem

ATTEST

City Clerk

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Stephanie Woolley, a Notary Public in and for said State at Large, hereby certify that Henry Hinds, who is named as Vice President, is signed to the foregoing document, and,

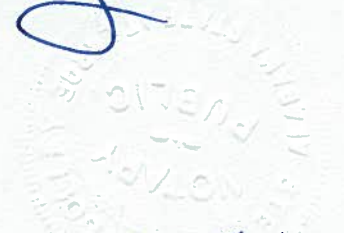
- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

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 26th day of June, 2015.

Stephanie Woolley
Notary Public.

My Commission Expires: _____
My Commission Expires August 16, 2017



STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

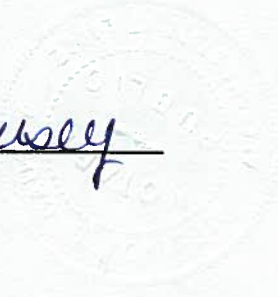
President Pro-Tem

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared ~~Walter Maddox~~, Harrison Taylor, 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 26th day of June, 2015.

Melinda A Causey
Notary Public in and for the State of Alabama at Large

My Commission Expires: May 14, 2016



[END OF CONTRACT AGREEMENT OFFICE OF THE CITY ATTORNEY]

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

is signed to the foregoing document, and
that Heath Hinds who is named as Vice President
a Notary Public in and for said State of Alabama, hereby certify

Who is known to me, or
 Whose identity I proved on the basis of _____ of _____
 Whose identity I proved on the certification of _____ a credible witness to
the signer of the above document

and that being informed of the contents of the document, herein, 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 20th day of June 2012

Stephane Woolley
Notary Public

My Commission Expires August 16, 2017

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared Heath Hinds
Mayor of the City of Tuscaloosa and acknowledged that the signature is affixed thereto in his capacity as Mayor of
the City of Tuscaloosa.

Dated this 20th day of June 2012

Heath Hinds
Notary Public in and for the
State of Alabama at Large

My Commission Expires July 14, 2016

(END OF CONTRACT AGREEMENT OFFICE OF THE CITY ATTORNEY)



CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION SIX
PERFORMANCE BONDS
(2015)

STATE OF ALABAMA)
TUSCALOOSA, COUNTY)

KNOWN ALL MEN BY THESE PRESENTS, that we, John Plott Company, Inc.
as principal and Western Surety 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 ~~Two Hundred Ninety-Seven Thousand~~
~~Three Hundred Eighty-Nine & 00/100---~~ Two Hundred Ninety-Seven Thousand
for the payment of which well and truly be made in lawful money of the United States, we do hereby bind ourselves, \$297,389.00
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 Rosewood
Sanitary Sewer Improvements Project Phase Two in accordance with contract documents therefore on file
in the Office of the City Engineer at the price of, to-wit: Two Hundred Ninety-Seven Thousand Three Hundred
Eight-Nine and 00/100 Dollars (\$ 297,389.00) as more fully appears in said written contract bearing the date of June 21st, 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
June, 2015.

John Plott Company, Inc.
Principal Henry Hinds, V.P.
By Henry Hinds, V.P.
Title Henry Hinds - Vice-President
Western Surety Company

Surety
By Robert Gerald Plott
Robert Gerald Plott
Attorney-In-Fact

ATTEST:

Andrew Paul

Robert Gerald Plott
Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W Poellnitz Jr, Walter Wayne Guy, Rick Manasco, Robert Gerald Plott, W Geoffrey Plott, Anne M Leslie, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of May, 2015.



WESTERN SURETY COMPANY

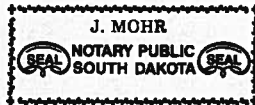
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

[Faint signature and text]



[Faint signature and text]



[Faint signature and text]



CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION SEVEN
LABOR AND MATERIAL BOND
(2015)

KNOWN ALL MEN BY THESE PRESENTS, that we, John Plott Company, Inc.
(hereinafter called the "Contractor") of Tuscaloosa, AL
as principal and Western Surety 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 _____
Two Hundred Ninety-Seven Thousand Three Hundred Eighty-Nine and 00/100-----
(\$297,389.00-----) 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
Rosewood Sanitary Sewer Improvements Project Phase Two, in accordance with contract documents
therefore on file in the Office of the City Engineer at the price of, to-wit:
Two Hundred Ninety-Seven Thousand Three Hundred Eight-Nine and 00/100 Dollars (\$ 297,389.00) as more fully
appears in said written contract bearing date of June 210, 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.

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION SEVEN
LABOR AND MATERIAL BOND
(2018)

KNOWN ALL MEN BY THESE PRESENTS, that we, John Pitt Company, Inc.
(hereinafter called the "Contractor" of Tuscaloosa, AL
as principal and Western Surety 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
Two Hundred Ninety-Seven Thousand Three Hundred Eighty-Nine and 00/100
(\$297,389.00) for the payment of which well and truly to be made in lawful moneys 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
Poswood Sewer Improvement Project, Phase Two in accordance with contract documents
thereof on file in the Office of the City Engineer at the price of to-wit
Two Hundred Ninety-Seven Thousand Three Hundred Eighty-Nine and 00/100 Dollars (\$297,389.00) as more fully
appears in said written contract bearing date of 2/28/18, which contract is hereby
referred to and made a part hereof to the same extent as if set out herein in full.

NOW, THEREFORE, it said Principal and all subcontractors to whom any portion of the work provided for in
said contract is sublet and all assigns of said Principal and of such subcontractors shall promptly make payment
to all persons supplying them with labor, materials, 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, materials, 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 her name or names against the Principal and Surety on this bond, which right of action shall be
assayed 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 assayed 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 37,
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 consent that such service shall be the
same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This bond is given pursuant to the terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

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 day of June 26, 2015.

John Plott Company, Inc.

Principal

By: Henry Hinds

Henry Hinds, Vice-President

V.P.
Title

Western Surety Company

Surety

By: Robert G. Plott

Robert Gerald Plott
Attorney-In-Fact

Title

ATTEST:

Chris De-Bevoise

Robert G. Plott
LICENSED RESIDENT AGENT
STATE OF AL

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding hereon that is instituted later than one year after the final settlement of said contract.

(e) This bond is given pursuant to the terms of Title 38, Chapter 1, Section 1 of the Ala. Code (1975) and all the provisions of law with reference to the character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

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 this 12th day of June, 2015.

John Wolf Company, Inc.
Principal
By: [Signature]
Henry B. Wolf, Vice-President
Title

Western Surety Company
Surety
By: [Signature]
Robert Gerald Ploce
Attorney-in-Law
Title

[Signature]
LICENSED RESIDENT AGENT
STATE OF AL

ATTEST
[Signature]



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert W Poellnitz Jr, Walter Wayne Guy, Rick Manasco, Robert Gerald Plott, W Geoffrey Plott, Anne M Leslie, Individually

of Tuscaloosa, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of May, 2015.

WESTERN SURETY COMPANY



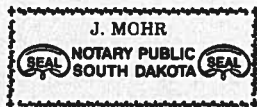
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY

[Signature]



State of South Carolina

On this 23rd day of May, 2012, before me, the undersigned, a Notary Public in and for the State of South Carolina, personally appeared [Name], Vice President of Western Surety Company, a corporation organized under the laws of the State of South Carolina, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]



Notary Commission Expires June 23, 2012

WESTERN SURETY COMPANY

[Signature]



WESTERN SURETY COMPANY

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
Project No. A12-1617

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 John Plott Company, Inc. (hereinafter the "Contractor" or undersigned), for a project known as Rosewood Sanitary Sewer Improvements Project Phase Two 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:

BY: _____
TITLE: _____

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

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
Project No. A12-1817

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 John Flor Company, Inc. (hereinafter the "Contractor" or "underigned"), for a project known as "Paseo Verde Street Improvements Project Phase Two" in regard to which the underigned warrants and certifies to the City as follows:

1. That there are no amounts owed by the underigned or any tier of subcontractor or supplier of the underigned which could become the basis for a lien or suit against the property 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 underigned 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. The consideration of the receipt by the underigned from the City of final payment under the above mentioned contract, the underigned hereby waives and relinquishes all liens and claims of lien which the underigned may have against the aforesaid property or funds, and further, underigned also hereby releases and forever discharges the City, its officers, agents and employees, of any and all claims, demands and causes of action whatsoever which the underigned has, might have or could have against the City by reason of or arising out of the aforementioned contract. The underigned 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 underigned has duly executed this release this the _____ day of _____, 20____

CONTRACTOR

BY: _____
TITLE _____

after being duly sworn, depose and say as follows: That I am _____ 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 _____ day of _____, 20____

BY: _____
ATTORNEY-IN-FACT FOR SURETY

CITY OF TUSCALOOSA PUBLIC WORKS
ROOFING GUARANTEE
Project No. A12-1617

Name of Project Rosewood Sanitary Sewer Improvements Project Phase Two

Location Tuscaloosa, AL

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 PUBLIC WORKS
ROOFING GUARANTEE
Project No. A12-1817**

Name of Project: Rosewood Station Sewer Improvement Project Phase Two
 Location: Tuscaloosa, AL
 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, downspouts 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 condition, 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 alteration. 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 eaves, 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 a purpose not originally specified for, a promoter's work deck, epoxy coated surface, flooded deck, or other use of service more severe than originally specified, the 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 WHEREOF, this instrument has been duly executed this _____ day of _____, 20_____

 General Contractor's Authorized Signature
 NAME AND TITLE

CITY OF TUSCALOOSA
ASBESTOS AFFIDAVIT
Project No. A12-1617

DATE: _____

BUILDING OWNER: _____

PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

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:

CITY OF TUSCALOOSA
ASBESTOS AFFIDAVIT
Project No. A12-1411

DATE:

BUILDING OWNER:

PROJECT:

Rosewood Seniorly Sewer Improvements Project Phase Two

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 ball penetration, roof insulation, building felt, mastics, waterproofing products, adhesives, resilient flooring products, ceiling tiles, interior ceilings, exterior ceilings, roofing, pipe insulation, duct insulation, and pre-assembled tanks of equipment.

Respectfully submitted,

Signature

Typed Name

Title

Firm Name

Address

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

My Commission Expires:

Notary Public

County, State

PROJECT NAME Rosewood Sanitary Sewer

Improvements Project Phase Two

PROJECT NO. A12-16-17

CONTRACTOR/INSURED John Plott Company, 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: _____

PROJECT NAME: _____
Improvements Project Phase Two
PROJECT NO. A12-12-13
CONTRACTOR/INSURER: John Pelt Company, 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 is the _____ day of _____, 20____

AGENCY: _____

BY: _____
ITS: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

NOTICE OF CONDITIONAL BID AWARD
CITY OF TUSCALOOSA, ALABAMA

VIA FACSIMILE: _____

TO John Plott Company, Inc. Project Name: Rosewood Sanitary Sewer Improvements Project Phase Two
P.O. Box 20183 Project Number: A12-1617
Tuscaloosa, AL 35402 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 Two Hundred Ninety-Seven Thousand Three Hundred Eight-Nine and 00/100 Dollars (\$ 297,389.00).

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. <u>Seventy-Five Thousand Forty-Two & 00/100 (\$75,042.00)</u>	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 26th day of June, 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 26th day of June 2015.

CONTRACTOR:

[Signature]
By its: V.P.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

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

Project Name: Rosewood Sanitary Sewer Improvements Project Phase Two
Project No.: A12-1617
Date: _____

TO: John Plott Company, Inc.
P.O. Box 20183
Tuscaloosa, AL 35402

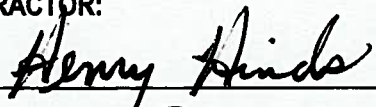
Pursuant to Ala. Code §39-2-10 (1975), you are hereby notified to immediately commence work in full accordance with the terms and conditions of the Contract Documents in the above referenced Project, dated June 26, 2015, on or before June 30, 2015, and you are to complete the work within the time specified 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 29th day of June 2015.

CONTRACTOR:

By Its: V. P.

CITY OF TUSCALOOSA
TUSCALOOSA COUNTY
STATE OF ALABAMA

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

Project Name: Rosewood Sanitary Sewer Improvement Project Phase Two
Project No.: A12-1011
Date: _____

TO: John Bluff Company, Inc.
P.O. Box 20183
Tuscaloosa, AL 35802

Pursuant to Ala. Code §30-2-10 (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 June 25, 2012 on or before June 30, 2012 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 35803-2089

By: [Signature]
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 June 25, 2012.

CONTRACTOR:
[Signature]
By: V. S.

CONTRACT CHANGE ORDER NO.

City of Tuscaloosa, Office of the City Attorney

DATE: _____ **PROJECT:** Rosewood Sanitary Sewer Improvements Project Phase Two

TO: John Plott Company, 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

CONTRACTING PARTIES

(Company)

(Contractor)

By: _____

By: _____
(Authorized Representative)

RECOMMENDED

CITY OF TUSCALOOSA

By: _____

By: _____
(Mayor)

(Design Engineer or Architect)

CONTRACT CHANGE ORDER NO.
City of Tuscaloosa, Office of the City Attorney

DATE: _____ PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

TO: John Ruff Company, 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 charges 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 explained herein.

CONSENT OF SURETY _____ (Company)
By _____ (Contractor)

By _____ (Authorized Representative)

RECOMMENDED _____
By _____ (Design Engineer or Architect)

By _____ (Mayor)

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: McGiffert and Associates, LLC

CONTRACTOR: John Plott Company, Inc.

PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

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:

**CHANGE
ORDER
REQUEST**

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

OWNER: CITY OF TUSCALOOSA
 ARCHITECT/ENGINEER: McGillem and Associates, LLC
 CONTRACTOR: John R. Hoff Company, Inc.
 PROJECT: Rosewood Sanitary Sewer Improvements Project Phase Two

CHANGE ORDER REQUEST NO. _____ DATE: _____

1. DESCRIPTION OF CHANGE:

2. CHANGE ORDER COSTS:

Proposal Attached Cost Estimated Proposal Required

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

*If more than 8 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

BY: _____
Owner's Authorized Representative

BY: _____
Owner's Legal Advisor

BY: _____
Contractor

BY: _____
City Representative

BY: _____
Inspector's Consulting Engineer/Architect

APPROVED:

RECOMMENDED:

8. EXTENSION OF TIME REQUESTED: Calendar Days: _____

- Change 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 do not exceed 10% of the Contract Price.
- Change of 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 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.
- Emergencies arising during the course of work.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Minor change of a total monetary value less than required for competitive bidding.

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

6. COSTS REVIEW:

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

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

John Plott Company, Inc. has completed its contract with
(Name of Company)

the City of Tuscaloosa, Alabama, for the Rosewood Sanitary Sewer Improvements Project Phase Two
(Name of Project)

located at Tuscaloosa, AL. 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:

P.O. Box 20183
Tuscaloosa, AL 35402
(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: _____

STATE OF ALABAMA
COUNTY OF TUSCALOOSA
CITY OF TUSCALOOSA

LEGAL NOTICE
NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT
(Over \$80,000)

Pursuant to Ala. Code §30-1-1 (1975), notice is hereby given that
John P. [Company Name] has completed its contract with
the City of Tuscaloosa, Alabama, for the [Project Name]

This notice will be 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:

P. O. Box 20183
Tuscaloosa, AL 35402
(Address of Contractor)

in the time and manner as required by law.

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY
P. O. BOX 2088
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

furnish such statements, reports, records, data and information, as may be requested pertaining to matters covered by this agreement.

C. Audit Requirements. The local government, the Comptroller General of the United States, and/or HUD (Federal Agency), or any of the duly authorized representatives shall have access to all tasks, accounts, records, reports, files and other papers or property of the Contractor pertaining to funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor's financial management system shall be audited at least once a year. Audits may be made at less frequency considering the nature, size and complexity of the activity. The Contractor shall implement a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

D. Breach of Contract Terms and Conditions. In the event of the Contractor's noncompliance with the terms and conditions of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part. Provided, that the right of the Contractor to proceed with this contract shall not be terminated or the Contractor charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted, to acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten days from the beginning of any such delay notify the City in writing of the cause of the delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the City's judgment, the findings of fact justify such an extension, and the City's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty days, by the Contractor to the City whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

E. Safety Standards. No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor.

F. Lead-based Paint Regulations. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the HUD Lead-based Paint regulations, 24 CFR part 35. Should this contract include activities involving the construction or rehabilitation of residential structures, the Contractor hereby agrees to comply with the regulations of 24 CFR part 35.

G. Subcontracts. The Contractor shall insert in any subcontracts all of the terms and conditions set forth in this contract and also a clause requiring the subcontractors to include these terms and conditions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

H. Davis-Bacon. As applicable, Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), the provisions of which are incorporated by reference into this contract as if contained herein.

I. Debarment of contactors/subcontractors / City's right to monitor. All contracting and subcontracting agencies shall be actively registered in the sam.gov system and have a non-debarred status to perform work. The City of Tuscaloosa shall have all rights to any and all documentation related to the project. Periodic monitoring visits will be performed by City of Tuscaloosa staff to ensure all federal and contract requirements are followed.

J. Green Building Standard for Replacement and New Construction of Residential Housing. Contractors must meet the Green Building Standard in this subparagraph for: (i) all new construction of residential buildings; and (ii) all replacement of substantially-damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and re-building a housing unit on the same lot in substantially

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

VIII. ADECA-FUNDED CONTRACTS: The Contractor shall include the following provisions in all construction contracts funded by the Alabama Department of Economic and Community Affairs (ADECA). For all ADECA-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.

A. Section 109 Clause, Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000). Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area

where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

C. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

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

D. Section 402 Veterans of the Vietnam Era (if \$10,000 or over). Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.

1. The Contractor will not discriminate against any employee or applicant for employment

because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as

the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause,

actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

E. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000). Compliance with Air and Water Acts. During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

F. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

G. Drug-Free Workplace Requirements. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IV. **DISASTER RECOVERY FUNDED CONTRACTS:** The Contractor shall include the following provisions in all Disaster Recover (DR) funded construction contracts. For all DR-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.

A. The Contractor agrees to abide by all applicable Federal regulations in receiving, disbursing and accounting for Community Development Block Grant funds including, but not limited to all applicable sections of 24 CFR 570.

B. ADA Compliance. The Contractor hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the Contractor, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The Contractor further agrees to comply with all applicable State and Federal ordinances and regulations, including but not limited to, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Civil Rights Act of 1964 and any regulations promulgated there under.

C. Section 3 Compliance. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. Contractor will certify that any vacant employment positions,

including training positions, that are filled (1) after Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

D. Section 109 Compliance. No person in the United States will, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity administered or provided under this Agreement, pursuant to Section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309).

E. Section 402 Compliance. Contractors and subcontractors shall take affirmative action to employ and advance in employment qualified covered veterans. Disabled veterans, recently separated veterans (veterans within 3 years of their discharge or release from active duty), veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized (referred to as "other protected veterans"), and Armed Forces service medal veterans are covered veterans under VEVRAA, pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA).

F. Copeland Anti-Kickback Act Compliance. Pursuant to The Copeland "Anti-Kickback" Act, 40 USC §3145 and 18 USC §874, no contractor or subcontractor operating under this agreement shall induce an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. Contractors and subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.

G. Affirmative Action. During the performance of this contract, the contractors and subcontractors operating under this agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Contractors and subcontractors operating under this agreement shall comply with Affirmative Action laws and regulations to ensure equal employment opportunities, including, but not limited to 41 CFR Part 60-1; 41 CFR Part 60-2; 41 CFR Part 60-250; 41 CFR Part 60-741; compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity."

H. Compliance with Goals for Minority and Female Participation. The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. It is the intent of the City to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the City. Under this policy, the City of Tuscaloosa has established a goal of ten to twenty percent (10-20%) inclusion of minority and disadvantaged business enterprises for all services required to deliver City projects. In no case shall the stated percentage be the determining factor in contract awards. Rather, contractors must demonstrate a good faith effort to attain the desired percentage goal. The Developer is encouraged to adopt corresponding goals to those of the City's Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program.

I. Compliance with Environmental Laws; including The Clean Air Act and Clean Water Act. Contractors and subcontractors operating under this agreement shall be responsible for ensuring compliance with Federal, State, or local pollution control laws and related requirements, including but not limited to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). If a contracting officer becomes aware of noncompliance with clean air or water standards in facilities used in performing nonexempt contracts, that contracting officer shall notify the agency head, or a designee, who shall promptly notify the EPA Administrator or a designee in writing.

J. **Byrd Anti-Lobbying Agreement.** Contractors operating under this agreement shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O. Box 327710 • Montgomery, AL 36132-7710

ST. EXC-01
6/14

Application For
Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

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

PROJECT INFORMATION:

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)	
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY

APPLICANT'S INFORMATION:

RELATION (CHOOSE ONE) <input type="checkbox"/> Exempt Entity <input type="checkbox"/> General Contractor <input type="checkbox"/> Sub-Contractor	NAICS CODE
-----------------------------------------------------------------------------------------------------------------------------------------------------	------------

APPLICANT'S LEGAL NAME	FEIN
------------------------	------

DEA	CONSUMER'S USE TAX ACCOUNT NUMBER
-----	-----------------------------------

MAILING ADDRESS

CONTACT PERSON	BUSINESS TELEPHONE NUMBER ()
----------------	-------------------------------------

ESTIMATED START DATE	ESTIMATED COMPLETION DATE
----------------------	---------------------------

REASON EXEMPTION IS CLAIMED

JOB DESCRIPTION

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ESTIMATED POLLUTION CONTROL COST \$
-----------------------------------------------------------------------------------------------------------------	----------------------------------------

TOTAL BID AMOUNT \$	LABOR COST \$	MATERIAL COST \$
------------------------	------------------	---------------------

PROJECT NAME	PROJECT OWNER'S FEIN (EXEMPT ENTITY)
--------------	--------------------------------------

FORM OF OWNERSHIP:

Individual Partnership Corporation Multi member LLC Single member LLC

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

NAME (PLEASE PRINT) _____ SIGNATURE _____

TITLE _____ DATE _____

REVENUE DEPARTMENT USE ONLY

Examiner's Remarks _____

Examiner _____ Date _____

Supervisor's Recommendation _____

Supervisor _____ Date _____

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

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

Exempt Entity:

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

General Contractor:

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

Sub-Contractor:

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

General contractors and sub-contractors:

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

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

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

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

Fax: (334) 353-7067

Emails: amber.hartley@revenue.alabama.gov brenda.wallace@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Dept. of Revenue
Sales & Use Tax Division - Room 4303
PO Box 327710
Montgomery, AL 36132-7710

**Instructions for Preparation of Form ET EXC-01
Sales and Use Tax Certificate of Exemption for Government Entity Project**

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

General Information:

1. Signed Application
2. Copy of Approved, Signed Contract and/or Letter of Intent

General Contractor:

1. Signed Application
2. Copy of Approved, Signed Contract and/or Letter of Intent
3. State Business License
4. Address Book of General Contractor's License
5. State County Business License (usually obtained through county project office)
6. Any other required business licenses associated with the project

Sub-Contractor:

1. Application
2. Address Book of General Contractor's License
3. State County Business License (usually obtained through county project office)
4. Any other required business licenses associated with the project
5. Other (Per-Contractor's use)

General Contractor and Sub-Contractors:

All requests regarding the sub-contractors working on a project require and/or details must be submitted to the Department within 30 days of occurrence.

If a contract is needed for a project, please contact the Department of Revenue at the address, number, or email listed below.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The amount will be filed through the contractor's use tax account. If you do not already have a contractor's use tax account, one will be opened for you. The amount should be filed every filing period but the contractor's Department Certificate is required and should include the filing fee, transaction fee, and the cost amount of purchases for the filing period. There is a requirement to file with the state when work is done and there is a filing period for the period. There is a requirement of an annual filing and a requirement to file a return for each filing period. The information provided with the Department's Department Certificate is required at the bottom of the return.

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

Address: Montgomery, AL 36103-7710
 P.O. Box 227710
 State Tax Division - Room 4103
 Alabama Dept. of Revenue
 At The Governor's Reception
Fax: (205) 261-7007
Web: www.al.gov/revenue
Phone: tax@al.gov or tax@al.gov

Exhibit A

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

General Mission Statement

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

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

Program Goals

It is the goal of this program:

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

Definition

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

"Asian" – means persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

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

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

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

Equal Business Opportunity

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

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

Good Faith Effect

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

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

- (1) Contractors deciding to bid on a City project shall submit the MBE/DBE/WBE Documentation Statement and Acknowledgement (Form1). Submission of Form 1 confirms the commitment of the contractor to participate in the inclusion effort for the project. Form 1 must be submitted to the City of Tuscaloosa Recovery Operations Department 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 City of Tuscaloosa Recovery Operations Department 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 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

(1) Once a tentative contract award has been made, the successful contractor shall submit a list of all MBE/DBE/WBE firms the contractor proposes to utilize during the execution of the contract (**Form 5**). In addition, the contractor shall include on Form 5 all firms that the major subcontractors propose to utilize.

(2) If the successful contractor will be subcontracting less than the started percentage goal, the Contractor must complete a "MBE/DBE/WBE Unavailability Certification" (**Form 6**). Form 6 is due once a tentative contract award has been made.

(3) Contractors shall obtain the listing of certified MBE/DBE/WBE business by contacting the City of Tuscaloosa Recovery Operations Department to assist in soliciting MBE/DBW/WBE participation for the project.

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

(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 of Tuscaloosa Recovery Operations Department.

Race/Gender – Neutral Remedies

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

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

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

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

Contact Information:

City of Tuscaloosa Recovery Department
Robin Edgeworth, Director
(205) 248-5725
redgeworth@tuscaloosa.com

Facility Gender - Neutral Remedies

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

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

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: Roswood Sanitary Sewer 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.

[Signature]
Company Representative (Signature)

6-9-15
Date

Andy Harshman
Company Representative (Printed)

Project Manager
Title

John Platt Company, Inc.
Company Name

205-345-5678
Telephone Number

Tuscaloosa, AL 35406
City, State, Zip

205-752-3245
Fax Number

Form 1 (one page)
Documentation Statement and Acknowledgment

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

PROJECT NAME: Financial Services Center Building

The City of Tucson has adopted a program to encourage the participation of Minority Business Enterprises (MBEs) 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 MBEs in City guidelines.

The undersigned company will adhere to City program guidelines set forth in Ordinance M830867-0001 in all construction projects, and all program forms (1-8) have been reviewed and understood.

Date: 6-2-12 Company Representative (Signature): [Signature]

Title: Project Manager Company Representative (Printed): Andy Heston

Telephone Number: 520-222-2618 Company Name: Tom's Bluff Construction Inc

Fax Number: 520-222-2618 City, State, ZIP: Tucson, AZ 85718

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: John Platt Company
- ADDRESS: 7804 Rize Mine Rd. NE
Tuscaloosa, AL 35406
- CONTACT (S): Andy Harshman
- PHONE: 205-345-5670
- FAX: 205-752-3245
- E-MAIL: aharshman@jplatt.com
2. OWNER: COT
3. NAME OF PROJECT: Rosewood Sanitary Sewer Improvements
4. SCHEDULE PRE-BID MEETING
- DATE/TIME: 6-9-15 @ 10AM
LOCATION: City Hall
5. DATE/TIME FOR RECEIPT OF BIDS: 6-16-15 @ 10AM
6. SCHEDULE BID OPENING
- DATE/TIME: 6-16-15 @ 10AM
LOCATION: COT
7. ESTIMATED JOB START DATE: 7-1-15
8. ESTIMATED COMPLETION DATE: 10-1-15

Form 2 (8 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: T. Alan Knight Construction
- ADDRESS: 2500 West 15th St
- Decorah, IA 52101
- CONTACT(S): Andy Hesterman
- PHONE: 562-225-2078
- FAX: 562-225-2212
- EMAIL: ahesterman@tahnkt.com
2. OWNER: DOT
3. NAME OF PROJECT: Decorah Senior Center Improvements
4. SCHEDULE PRE-BID MEETING
DATE/TIME: 10-2-12 @ 10AM
LOCATION: 1111 11th St
5. DATE/TIME FOR RECEIPT OF BIDS: 10-15-12 @ 10AM
6. SCHEDULE BID OPENING
DATE/TIME: 10-15-12 @ 10AM
LOCATION: DOT
7. ESTIMATED JOB START DATE: 10-1-12
8. ESTIMATED COMPLETION DATE: 10-1-12

PROJECT: Rosewood Sanitary
Sewer Imp.
 LOCATION: Tuscaloosa, AL
 BID DATE: 6-16-15

GENERAL CONTRACTOR CONTACT:
 NAME: John Platt Company
 ADDRESS: 2804 Rze Mine Rd NE
Tuscaloosa AL 35404
 TELEPHONE: (205) 345-5678
 FAX: (205) 752-3245
 EMAIL: () marshman@jplatt.com

DEADLINE FOR PROPOSALS

6-15-15 10AM

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 22 GEOTECHNICAL INVESTIGATIONS
- 02 41 DEMOLITION
- 02 42 REMOVAL and SALVAGE of CONSTRUCTION MATERIALS
- 02 43 STRUCTURE MOVING
- 02 88 SITE CONTAINMENT
- 02 89 UNDERGROUND STORAGE TANK REMOVAL
- 02 91 TRANSPORTATION and DISPOSAL of HAZARDOUS MATERIALS
- 02 92 ASBESTOS REMEDIATION
- 02 99 LEAD REMEDIATION
- 02 95 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 18 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 52 NON-SHRINK GROUTING
- 03 53 EPOXY GROUTING
- 03 51 CONCRETE CUTTING
- 03 52 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 26 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 16 WIRE ROPE ASSEMBLIES
- 05 21 STEEL JOIST FRAMING
- 05 21 STEEL DECKING
- 05 26 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

08 04	WOOD FLOORING
08 05	MASONRY FLOORING
08 06	SPECIALTY FLOORING
08 07	ACoustICAL CEILING
08 08	SPeCIALTY CeILING
08 09	AcoustICAL CeILING
08 10	GYPSUM CeILING
08 11	AcoustICAL CeILING
08 12	AcoustICAL CeILING
08 13	AcoustICAL CeILING
08 14	AcoustICAL CeILING
08 15	AcoustICAL CeILING
08 16	AcoustICAL CeILING
08 17	AcoustICAL CeILING
08 18	AcoustICAL CeILING
08 19	AcoustICAL CeILING
08 20	AcoustICAL CeILING
08 21	AcoustICAL CeILING
08 22	AcoustICAL CeILING
08 23	AcoustICAL CeILING
08 24	AcoustICAL CeILING
08 25	AcoustICAL CeILING
08 26	AcoustICAL CeILING
08 27	AcoustICAL CeILING
08 28	AcoustICAL CeILING
08 29	AcoustICAL CeILING
08 30	AcoustICAL CeILING
08 31	AcoustICAL CeILING
08 32	AcoustICAL CeILING
08 33	AcoustICAL CeILING
08 34	AcoustICAL CeILING
08 35	AcoustICAL CeILING
08 36	AcoustICAL CeILING
08 37	AcoustICAL CeILING
08 38	AcoustICAL CeILING
08 39	AcoustICAL CeILING
08 40	AcoustICAL CeILING
08 41	AcoustICAL CeILING
08 42	AcoustICAL CeILING
08 43	AcoustICAL CeILING
08 44	AcoustICAL CeILING
08 45	AcoustICAL CeILING
08 46	AcoustICAL CeILING
08 47	AcoustICAL CeILING
08 48	AcoustICAL CeILING
08 49	AcoustICAL CeILING
08 50	AcoustICAL CeILING
08 51	AcoustICAL CeILING
08 52	AcoustICAL CeILING
08 53	AcoustICAL CeILING
08 54	AcoustICAL CeILING
08 55	AcoustICAL CeILING
08 56	AcoustICAL CeILING
08 57	AcoustICAL CeILING
08 58	AcoustICAL CeILING
08 59	AcoustICAL CeILING
08 60	AcoustICAL CeILING
08 61	AcoustICAL CeILING
08 62	AcoustICAL CeILING
08 63	AcoustICAL CeILING
08 64	AcoustICAL CeILING
08 65	AcoustICAL CeILING
08 66	AcoustICAL CeILING
08 67	AcoustICAL CeILING
08 68	AcoustICAL CeILING
08 69	AcoustICAL CeILING
08 70	AcoustICAL CeILING
08 71	AcoustICAL CeILING
08 72	AcoustICAL CeILING
08 73	AcoustICAL CeILING
08 74	AcoustICAL CeILING
08 75	AcoustICAL CeILING
08 76	AcoustICAL CeILING
08 77	AcoustICAL CeILING
08 78	AcoustICAL CeILING
08 79	AcoustICAL CeILING
08 80	AcoustICAL CeILING
08 81	AcoustICAL CeILING
08 82	AcoustICAL CeILING
08 83	AcoustICAL CeILING
08 84	AcoustICAL CeILING
08 85	AcoustICAL CeILING
08 86	AcoustICAL CeILING
08 87	AcoustICAL CeILING
08 88	AcoustICAL CeILING
08 89	AcoustICAL CeILING
08 90	AcoustICAL CeILING
08 91	AcoustICAL CeILING
08 92	AcoustICAL CeILING
08 93	AcoustICAL CeILING
08 94	AcoustICAL CeILING
08 95	AcoustICAL CeILING
08 96	AcoustICAL CeILING
08 97	AcoustICAL CeILING
08 98	AcoustICAL CeILING
08 99	AcoustICAL CeILING
09 00	AcoustICAL CeILING

09 01	WOOD FRAMES
09 02	WOOD FRAMES
09 03	WOOD FRAMES
09 04	WOOD FRAMES
09 05	WOOD FRAMES
09 06	WOOD FRAMES
09 07	WOOD FRAMES
09 08	WOOD FRAMES
09 09	WOOD FRAMES
09 10	WOOD FRAMES
09 11	WOOD FRAMES
09 12	WOOD FRAMES
09 13	WOOD FRAMES
09 14	WOOD FRAMES
09 15	WOOD FRAMES
09 16	WOOD FRAMES
09 17	WOOD FRAMES
09 18	WOOD FRAMES
09 19	WOOD FRAMES
09 20	WOOD FRAMES
09 21	WOOD FRAMES
09 22	WOOD FRAMES
09 23	WOOD FRAMES
09 24	WOOD FRAMES
09 25	WOOD FRAMES
09 26	WOOD FRAMES
09 27	WOOD FRAMES
09 28	WOOD FRAMES
09 29	WOOD FRAMES
09 30	WOOD FRAMES
09 31	WOOD FRAMES
09 32	WOOD FRAMES
09 33	WOOD FRAMES
09 34	WOOD FRAMES
09 35	WOOD FRAMES
09 36	WOOD FRAMES
09 37	WOOD FRAMES
09 38	WOOD FRAMES
09 39	WOOD FRAMES
09 40	WOOD FRAMES
09 41	WOOD FRAMES
09 42	WOOD FRAMES
09 43	WOOD FRAMES
09 44	WOOD FRAMES
09 45	WOOD FRAMES
09 46	WOOD FRAMES
09 47	WOOD FRAMES
09 48	WOOD FRAMES
09 49	WOOD FRAMES
09 50	WOOD FRAMES
09 51	WOOD FRAMES
09 52	WOOD FRAMES
09 53	WOOD FRAMES
09 54	WOOD FRAMES
09 55	WOOD FRAMES
09 56	WOOD FRAMES
09 57	WOOD FRAMES
09 58	WOOD FRAMES
09 59	WOOD FRAMES
09 60	WOOD FRAMES
09 61	WOOD FRAMES
09 62	WOOD FRAMES
09 63	WOOD FRAMES
09 64	WOOD FRAMES
09 65	WOOD FRAMES
09 66	WOOD FRAMES
09 67	WOOD FRAMES
09 68	WOOD FRAMES
09 69	WOOD FRAMES
09 70	WOOD FRAMES
09 71	WOOD FRAMES
09 72	WOOD FRAMES
09 73	WOOD FRAMES
09 74	WOOD FRAMES
09 75	WOOD FRAMES
09 76	WOOD FRAMES
09 77	WOOD FRAMES
09 78	WOOD FRAMES
09 79	WOOD FRAMES
09 80	WOOD FRAMES
09 81	WOOD FRAMES
09 82	WOOD FRAMES
09 83	WOOD FRAMES
09 84	WOOD FRAMES
09 85	WOOD FRAMES
09 86	WOOD FRAMES
09 87	WOOD FRAMES
09 88	WOOD FRAMES
09 89	WOOD FRAMES
09 90	WOOD FRAMES

- 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

<input type="checkbox"/>	14 01 ESCALATORS
<input type="checkbox"/>	14 02 ELEVATOR EQUIPMENT & CONTROLS
<input type="checkbox"/>	14 20 ELEVATOR EQUIPMENT & CONTROLS
<input type="checkbox"/>	14 21 CUSTOM ELEVATOR CARS & DOORS
<input type="checkbox"/>	14 22 HYDRAULIC ELEVATORS
<input type="checkbox"/>	14 23 ELECTRIC Traction ELEVATORS
<input type="checkbox"/>	14 24 ELECTRIC DRUMWHEELERS
<input type="checkbox"/>	14 25 MANUAL DRUMWHEELERS
<input type="checkbox"/>	14 26 FOOD DISPENSING EQUIPMENT
<input type="checkbox"/>	14 27 FOOD COOKING EQUIPMENT
<input type="checkbox"/>	14 28 FOOD PREPARATION EQUIPMENT
<input type="checkbox"/>	14 29 FOOD DELIVERY CARS AND EQUIPMENT
<input type="checkbox"/>	14 30 CONVEYING
<input type="checkbox"/>	14 31 RADIATION PROTECTION
<input type="checkbox"/>	14 32 CONTROL
<input type="checkbox"/>	14 33 SCALD, VIBRATION, & SOUND BUILDING MODULES
<input type="checkbox"/>	14 34 TOWERS
<input type="checkbox"/>	14 35 STRUCTURES
<input type="checkbox"/>	14 36 FABRICATED DIMENSIONED STRUCTURES
<input type="checkbox"/>	14 37 FABRIC STRUCTURES
<input type="checkbox"/>	14 38 SPECIAL CONSTRUCTION
<input type="checkbox"/>	14 39 AMUSEMENT RECREATIONAL
<input type="checkbox"/>	14 40 SPECIAL ACTIVITY ROOMS
<input type="checkbox"/>	14 41 CONTROLLED ENVIRONMENT ROOMS
<input type="checkbox"/>	14 42 ICE RINKS
<input type="checkbox"/>	14 43 TUBS & POOLS
<input type="checkbox"/>	14 44 SWIMMING POOLS
<input type="checkbox"/>	14 45 (2) (3) (4) (5)
<input type="checkbox"/>	DIVISION 13 - SPECIAL CONSTRUCTION
<input type="checkbox"/>	13 01 SITE FURNISHINGS
<input type="checkbox"/>	13 02 ARTISTS PLANTS
<input type="checkbox"/>	13 03 INTERIOR PLANTS & TREES
<input type="checkbox"/>	13 04 TREES & BENCHES
<input type="checkbox"/>	13 05 STATION & STAIRWAY SEATING
<input type="checkbox"/>	13 06 FIXED ADJUSTABLE SEATING
<input type="checkbox"/>	13 07 INSTANTANEOUS FURNITURE
<input type="checkbox"/>	13 08 HOSPITALITY FURNITURE
<input type="checkbox"/>	13 09 SEATING
<input type="checkbox"/>	13 10 OFFICE FURNITURE
<input type="checkbox"/>	13 11 RUGS & MATS
<input type="checkbox"/>	13 12 FURNISHING ACCESSORIES
<input type="checkbox"/>	13 13 COLLECTORS
<input type="checkbox"/>	13 14 SPECIALTY CASEWORK
<input type="checkbox"/>	13 15 MANUFACTURED CASEWORK
<input type="checkbox"/>	13 16 WINDOW SLIDES
<input type="checkbox"/>	13 17 INTERIOR PARTITIONERS
<input type="checkbox"/>	13 18 CURTAINS & DRAPES
<input type="checkbox"/>	13 19 WINDOW FINISHING (1) (2) (3) (4) (5)
<input type="checkbox"/>	DIVISION 12 - FURNISHINGS (1) (2) (3) (4) (5)

<input type="checkbox"/>	11 01 CONCRETE
<input type="checkbox"/>	11 02 FORMWORK
<input type="checkbox"/>	11 03 REINFORCING
<input type="checkbox"/>	11 04 CONCRETE CURING
<input type="checkbox"/>	11 05 CONCRETE PROTECTION
<input type="checkbox"/>	11 06 CONCRETE REPAIR
<input type="checkbox"/>	11 07 CONCRETE TESTING
<input type="checkbox"/>	11 08 CONCRETE MIXING
<input type="checkbox"/>	11 09 CONCRETE PUMPING
<input type="checkbox"/>	11 10 CONCRETE PLACING
<input type="checkbox"/>	11 11 CONCRETE FINISHING
<input type="checkbox"/>	11 12 CONCRETE CURING
<input type="checkbox"/>	11 13 CONCRETE PROTECTION
<input type="checkbox"/>	11 14 CONCRETE REPAIR
<input type="checkbox"/>	11 15 CONCRETE TESTING
<input type="checkbox"/>	11 16 CONCRETE MIXING
<input type="checkbox"/>	11 17 CONCRETE PUMPING
<input type="checkbox"/>	11 18 CONCRETE PLACING
<input type="checkbox"/>	11 19 CONCRETE FINISHING
<input type="checkbox"/>	11 20 CONCRETE CURING
<input type="checkbox"/>	11 21 CONCRETE PROTECTION
<input type="checkbox"/>	11 22 CONCRETE REPAIR
<input type="checkbox"/>	11 23 CONCRETE TESTING
<input type="checkbox"/>	11 24 CONCRETE MIXING
<input type="checkbox"/>	11 25 CONCRETE PUMPING
<input type="checkbox"/>	11 26 CONCRETE PLACING
<input type="checkbox"/>	11 27 CONCRETE FINISHING
<input type="checkbox"/>	11 28 CONCRETE CURING
<input type="checkbox"/>	11 29 CONCRETE PROTECTION
<input type="checkbox"/>	11 30 CONCRETE REPAIR
<input type="checkbox"/>	11 31 CONCRETE TESTING
<input type="checkbox"/>	11 32 CONCRETE MIXING
<input type="checkbox"/>	11 33 CONCRETE PUMPING
<input type="checkbox"/>	11 34 CONCRETE PLACING
<input type="checkbox"/>	11 35 CONCRETE FINISHING
<input type="checkbox"/>	11 36 CONCRETE CURING
<input type="checkbox"/>	11 37 CONCRETE PROTECTION
<input type="checkbox"/>	11 38 CONCRETE REPAIR
<input type="checkbox"/>	11 39 CONCRETE TESTING
<input type="checkbox"/>	11 40 CONCRETE MIXING
<input type="checkbox"/>	11 41 CONCRETE PUMPING
<input type="checkbox"/>	11 42 CONCRETE PLACING
<input type="checkbox"/>	11 43 CONCRETE FINISHING
<input type="checkbox"/>	11 44 CONCRETE CURING
<input type="checkbox"/>	11 45 CONCRETE PROTECTION
<input type="checkbox"/>	11 46 CONCRETE REPAIR
<input type="checkbox"/>	11 47 CONCRETE TESTING
<input type="checkbox"/>	11 48 CONCRETE MIXING
<input type="checkbox"/>	11 49 CONCRETE PUMPING
<input type="checkbox"/>	11 50 CONCRETE PLACING
<input type="checkbox"/>	11 51 CONCRETE FINISHING
<input type="checkbox"/>	11 52 CONCRETE CURING
<input type="checkbox"/>	11 53 CONCRETE PROTECTION
<input type="checkbox"/>	11 54 CONCRETE REPAIR
<input type="checkbox"/>	11 55 CONCRETE TESTING
<input type="checkbox"/>	11 56 CONCRETE MIXING
<input type="checkbox"/>	11 57 CONCRETE PUMPING
<input type="checkbox"/>	11 58 CONCRETE PLACING
<input type="checkbox"/>	11 59 CONCRETE FINISHING
<input type="checkbox"/>	11 60 CONCRETE CURING
<input type="checkbox"/>	11 61 CONCRETE PROTECTION
<input type="checkbox"/>	11 62 CONCRETE REPAIR
<input type="checkbox"/>	11 63 CONCRETE TESTING
<input type="checkbox"/>	11 64 CONCRETE MIXING
<input type="checkbox"/>	11 65 CONCRETE PUMPING
<input type="checkbox"/>	11 66 CONCRETE PLACING
<input type="checkbox"/>	11 67 CONCRETE FINISHING
<input type="checkbox"/>	11 68 CONCRETE CURING
<input type="checkbox"/>	11 69 CONCRETE PROTECTION
<input type="checkbox"/>	11 70 CONCRETE REPAIR
<input type="checkbox"/>	11 71 CONCRETE TESTING
<input type="checkbox"/>	11 72 CONCRETE MIXING
<input type="checkbox"/>	11 73 CONCRETE PUMPING
<input type="checkbox"/>	11 74 CONCRETE PLACING
<input type="checkbox"/>	11 75 CONCRETE FINISHING
<input type="checkbox"/>	11 76 CONCRETE CURING
<input type="checkbox"/>	11 77 CONCRETE PROTECTION
<input type="checkbox"/>	11 78 CONCRETE REPAIR
<input type="checkbox"/>	11 79 CONCRETE TESTING
<input type="checkbox"/>	11 80 CONCRETE MIXING
<input type="checkbox"/>	11 81 CONCRETE PUMPING
<input type="checkbox"/>	11 82 CONCRETE PLACING
<input type="checkbox"/>	11 83 CONCRETE FINISHING
<input type="checkbox"/>	11 84 CONCRETE CURING
<input type="checkbox"/>	11 85 CONCRETE PROTECTION
<input type="checkbox"/>	11 86 CONCRETE REPAIR
<input type="checkbox"/>	11 87 CONCRETE TESTING
<input type="checkbox"/>	11 88 CONCRETE MIXING
<input type="checkbox"/>	11 89 CONCRETE PUMPING
<input type="checkbox"/>	11 90 CONCRETE PLACING
<input type="checkbox"/>	11 91 CONCRETE FINISHING
<input type="checkbox"/>	11 92 CONCRETE CURING
<input type="checkbox"/>	11 93 CONCRETE PROTECTION
<input type="checkbox"/>	11 94 CONCRETE REPAIR
<input type="checkbox"/>	11 95 CONCRETE TESTING
<input type="checkbox"/>	11 96 CONCRETE MIXING
<input type="checkbox"/>	11 97 CONCRETE PUMPING
<input type="checkbox"/>	11 98 CONCRETE PLACING
<input type="checkbox"/>	11 99 CONCRETE FINISHING
<input type="checkbox"/>	12 00 CONCRETE CURING
<input type="checkbox"/>	12 01 CONCRETE PROTECTION
<input type="checkbox"/>	12 02 CONCRETE REPAIR
<input type="checkbox"/>	12 03 CONCRETE TESTING
<input type="checkbox"/>	12 04 CONCRETE MIXING
<input type="checkbox"/>	12 05 CONCRETE PUMPING
<input type="checkbox"/>	12 06 CONCRETE PLACING
<input type="checkbox"/>	12 07 CONCRETE FINISHING
<input type="checkbox"/>	12 08 CONCRETE CURING
<input type="checkbox"/>	12 09 CONCRETE PROTECTION
<input type="checkbox"/>	12 10 CONCRETE REPAIR
<input type="checkbox"/>	12 11 CONCRETE TESTING
<input type="checkbox"/>	12 12 CONCRETE MIXING
<input type="checkbox"/>	12 13 CONCRETE PUMPING
<input type="checkbox"/>	12 14 CONCRETE PLACING
<input type="checkbox"/>	12 15 CONCRETE FINISHING
<input type="checkbox"/>	12 16 CONCRETE CURING
<input type="checkbox"/>	12 17 CONCRETE PROTECTION
<input type="checkbox"/>	12 18 CONCRETE REPAIR
<input type="checkbox"/>	12 19 CONCRETE TESTING
<input type="checkbox"/>	12 20 CONCRETE MIXING
<input type="checkbox"/>	12 21 CONCRETE PUMPING
<input type="checkbox"/>	12 22 CONCRETE PLACING
<input type="checkbox"/>	12 23 CONCRETE FINISHING
<input type="checkbox"/>	12 24 CONCRETE CURING
<input type="checkbox"/>	12 25 CONCRETE PROTECTION
<input type="checkbox"/>	12 26 CONCRETE REPAIR
<input type="checkbox"/>	12 27 CONCRETE TESTING
<input type="checkbox"/>	12 28 CONCRETE MIXING
<input type="checkbox"/>	12 29 CONCRETE PUMPING
<input type="checkbox"/>	12 30 CONCRETE PLACING
<input type="checkbox"/>	12 31 CONCRETE FINISHING
<input type="checkbox"/>	12 32 CONCRETE CURING
<input type="checkbox"/>	12 33 CONCRETE PROTECTION
<input type="checkbox"/>	12 34 CONCRETE REPAIR
<input type="checkbox"/>	12 35 CONCRETE TESTING
<input type="checkbox"/>	12 36 CONCRETE MIXING
<input type="checkbox"/>	12 37 CONCRETE PUMPING
<input type="checkbox"/>	12 38 CONCRETE PLACING
<input type="checkbox"/>	12 39 CONCRETE FINISHING
<input type="checkbox"/>	12 40 CONCRETE CURING
<input type="checkbox"/>	12 41 CONCRETE PROTECTION
<input type="checkbox"/>	12 42 CONCRETE REPAIR
<input type="checkbox"/>	12 43 CONCRETE TESTING
<input type="checkbox"/>	12 44 CONCRETE MIXING
<input type="checkbox"/>	12 45 CONCRETE PUMPING
<input type="checkbox"/>	12 46 CONCRETE PLACING
<input type="checkbox"/>	12 47 CONCRETE FINISHING
<input type="checkbox"/>	12 48 CONCRETE CURING
<input type="checkbox"/>	12 49 CONCRETE PROTECTION
<input type="checkbox"/>	12 50 CONCRETE REPAIR
<input type="checkbox"/>	12 51 CONCRETE TESTING
<input type="checkbox"/>	12 52 CONCRETE MIXING
<input type="checkbox"/>	12 53 CONCRETE PUMPING
<input type="checkbox"/>	12 54 CONCRETE PLACING
<input type="checkbox"/>	12 55 CONCRETE FINISHING
<input type="checkbox"/>	12 56 CONCRETE CURING
<input type="checkbox"/>	12 57 CONCRETE PROTECTION
<input type="checkbox"/>	12 58 CONCRETE REPAIR
<input type="checkbox"/>	12 59 CONCRETE TESTING
<input type="checkbox"/>	12 60 CONCRETE MIXING
<input type="checkbox"/>	12 61 CONCRETE PUMPING
<input type="checkbox"/>	12 62 CONCRETE PLACING
<input type="checkbox"/>	12 63 CONCRETE FINISHING
<input type="checkbox"/>	12 64 CONCRETE CURING
<input type="checkbox"/>	12 65 CONCRETE PROTECTION
<input type="checkbox"/>	12 66 CONCRETE REPAIR
<input type="checkbox"/>	12 67 CONCRETE TESTING
<input type="checkbox"/>	12 68 CONCRETE MIXING
<input type="checkbox"/>	12 69 CONCRETE PUMPING
<input type="checkbox"/>	12 70 CONCRETE PLACING
<input type="checkbox"/>	12 71 CONCRETE FINISHING
<input type="checkbox"/>	12 72 CONCRETE CURING
<input type="checkbox"/>	12 73 CONCRETE PROTECTION
<input type="checkbox"/>	12 74 CONCRETE REPAIR
<input type="checkbox"/>	12 75 CONCRETE TESTING
<input type="checkbox"/>	12 76 CONCRETE MIXING
<input type="checkbox"/>	12 77 CONCRETE PUMPING
<input type="checkbox"/>	12 78 CONCRETE PLACING
<input type="checkbox"/>	12 79 CONCRETE FINISHING
<input type="checkbox"/>	12 80 CONCRETE CURING
<input type="checkbox"/>	12 81 CONCRETE PROTECTION
<input type="checkbox"/>	12 82 CONCRETE REPAIR
<input type="checkbox"/>	12 83 CONCRETE TESTING
<input type="checkbox"/>	12 84 CONCRETE MIXING
<input type="checkbox"/>	12 85 CONCRETE PUMPING
<input type="checkbox"/>	12 86 CONCRETE PLACING
<input type="checkbox"/>	12 87 CONCRETE FINISHING
<input type="checkbox"/>	12 88 CONCRETE CURING
<input type="checkbox"/>	12 89 CONCRETE PROTECTION
<input type="checkbox"/>	12 90 CONCRETE REPAIR
<input type="checkbox"/>	12 91 CONCRETE TESTING
<input type="checkbox"/>	12 92 CONCRETE MIXING
<input type="checkbox"/>	12 93 CONCRETE PUMPING
<input type="checkbox"/>	12 94 CONCRETE PLACING
<input type="checkbox"/>	12 95 CONCRETE FINISHING
<input type="checkbox"/>	12 96 CONCRETE CURING
<input type="checkbox"/>	12 97 CONCRETE PROTECTION
<input type="checkbox"/>	12 98 CONCRETE REPAIR
<input type="checkbox"/>	12 99 CONCRETE TESTING
<input type="checkbox"/>	13 00 CONCRETE MIXING
<input type="checkbox"/>	13 01 CONCRETE PUMPING
<input type="checkbox"/>	13 02 CONCRETE PLACING
<input type="checkbox"/>	13 03 CONCRETE FINISHING
<input type="checkbox"/>	13 04 CONCRETE CURING
<input type="checkbox"/>	13 05 CONCRETE PROTECTION
<input type="checkbox"/>	13 06 CONCRETE REPAIR
<input type="checkbox"/>	13 07 CONCRETE TESTING
<input type="checkbox"/>	13 08 CONCRETE MIXING
<input type="checkbox"/>	13 09 CONCRETE PUMPING
<input type="checkbox"/>	13 10 CONCRETE PLACING
<input type="checkbox"/>	13 11 CONCRETE FINISHING
<input type="checkbox"/>	13 12 CONCRETE CURING
<input type="checkbox"/>	13 13 CONCRETE PROTECTION
<input type="checkbox"/>	13 14 CONCRETE REPAIR
<input type="checkbox"/>	13 15 CONCRETE TESTING
<input type="checkbox"/>	13 16 CONCRETE MIXING
<input type="checkbox"/>	13 17 CONCRETE PUMPING
<input type="checkbox"/>	13 18 CONCRETE PLACING
<input type="checkbox"/>	13 19 CONCRETE FINISHING
<input type="checkbox"/>	13 20 CONCRETE CURING
<input type="checkbox"/>	13 21 CONCRETE PROTECTION
<input type="checkbox"/>	13 22 CONCRETE REPAIR
<input type="checkbox"/>	13 23 CONCRETE TESTING
<input type="checkbox"/>	13 24 CONCRETE MIXING
<input type="checkbox"/>	13 25 CONCRETE PUMPING
<input type="checkbox"/>	13 26 CONCRETE PLACING
<input type="checkbox"/>	13 27 CONCRETE FINISHING
<input type="checkbox"/>	13 28 CONCRETE CURING
<input type="checkbox"/>	13 29 CONCRETE PROTECTION
<input type="checkbox"/>	13 30 CONCRETE REPAIR
<input type="checkbox"/>	13 31 CONCRETE TESTING
<input type="checkbox"/>	13 32 CONCRETE MIXING
<input type="checkbox"/>	13 33 CONCRETE PUMPING
<input type="checkbox"/>	13 34 CONCRETE PLACING
<input type="checkbox"/>	13 35 CONCRETE FINISHING
<input type="checkbox"/>	13 36 CONCRETE CURING
<input type="checkbox"/>	13 37 CONCRETE PROTECTION
<input type="checkbox"/>	13 38 CONCRETE REPAIR
<input type="checkbox"/>	13 39 CONCRETE TESTING
<input type="checkbox"/>	13 40 CONCRETE MIXING
<input type="checkbox"/>	13 41 CONCRETE PUMPING
<input type="checkbox"/>	13 42 CONCRETE PLACING
<input type="checkbox"/>	13 43 CONCRETE FINISHING
<input type="checkbox"/>	13 44 CONCRETE CURING
<input type="checkbox"/>	13 45 CONCRETE PROTECTION
<input type="checkbox"/>	13 46 CONCRETE REPAIR
<input type="checkbox"/>	13 47 CONCRETE TESTING
<input type="checkbox"/>	13 48 CONCRETE MIXING
<input type="checkbox"/>	13 49 CONCRETE PUMPING
<input type="checkbox"/>	13 50 CONCRETE PLACING
<input type="checkbox"/>	13 51 CONCRETE FINISHING
<input type="checkbox"/>	13 52 CONCRETE CURING
<input type="checkbox"/>	13 53 CONCRETE PROTECTION
<input type="checkbox"/>	13 54 CONCRETE REPAIR
<input type="checkbox"/>	13 55 CONCRETE TESTING
<input type="checkbox"/>	13 56 CONCRETE MIXING
<input type="checkbox"/>	13 57 CONCRETE PUMPING
<input type="checkbox"/>	13 58 CONCRETE PLACING
<input type="checkbox"/>	13 59 CONCRETE FINISHING
<input type="checkbox"/>	13 60 CONCRETE CURING
<input type="checkbox"/>	13 61 CONCRETE PROTECTION
<input type="checkbox"/>	13 62 CONCRETE REPAIR
<input type="checkbox"/>	13 63 CONCRETE TESTING
<input type="checkbox"/>	13 64 CONCRETE MIXING
<input type="checkbox"/>	13 65 CONCRETE PUMPING
<input type="checkbox"/>	13 66 CONCRETE PLACING
<input type="checkbox"/>	13 67 CONCRETE FINISHING
<input type="checkbox"/>	13 68 CONCRETE CURING
<input type="checkbox"/>	13 69 CONCRETE PROTECTION
<input type="checkbox"/>	13 70 CONCRETE REPAIR
<input type="checkbox"/>	13 71 CONCRETE TESTING
<input type="checkbox"/>	13 72 CONCRETE MIXING
<input type="checkbox"/>	13 73 CONCRETE PUMPING
<input type="checkbox"/>	13 74 CONCRETE PLACING
<input type="checkbox"/>	13 75 CONCRETE FINISHING
<input type="checkbox"/>	13 76 CONCRETE CURING
<input type="checkbox"/>	13 77 CONCRETE PROTECTION
<input type="checkbox"/>	13 78 CONCRETE REPAIR
<input type="checkbox"/>	13 79 CONCRETE TESTING
<input type="checkbox"/>	13 80 CONCRETE MIXING
<input type="checkbox"/>	13 81 CONCRETE PUMPING
<input type="checkbox"/>	13 82 CONCRETE PLACING
<input type="checkbox"/>	13 83 CONCRETE FINISHING
<input type="checkbox"/>	13 84 CONCRETE CURING
<input type="checkbox"/>	13 85 CONCRETE PROTECTION
<input type="checkbox"/>	13 86 CONCRETE REPAIR
<input type="checkbox"/>	13 87 CONCRETE TESTING
<input type="checkbox"/>	13 88 CONCRETE MIXING
<input type="checkbox"/>	13 89 CONCRETE PUMPING
<input type="checkbox"/>	13 90 CONCRETE PLACING
<input type="checkbox"/>	13 91 CONCRETE FINISHING
<input type="checkbox"/>	13 92 CONCRETE CURING
<input type="checkbox"/>	13 93 CONCRETE PROTECTION
<input type="checkbox"/>	13 94 CONCRETE REPAIR
<input type="checkbox"/>	13 95 CONCRETE TESTING
<input type="checkbox"/>	13 96 CONCRETE MIXING
<input type="checkbox"/>	13 97 CONCRETE PUMPING
<input type="checkbox"/>	13 98 CONCRETE PLACING
<input type="checkbox"/>	13 99 CONCRETE FINISHING
<input type="checkbox"/>	14 00 CONCRETE CURING
<input type="checkbox"/>	14 01 CONCRETE PROTECTION
<input type="checkbox"/>	14 02 CONCRETE REPAIR
<input type="checkbox"/>	14 03 CONCRETE TESTING
<input type="checkbox"/>	14 04 CONCRETE MIXING
<input type="checkbox"/>	14 05 CONCRETE PUMPING
<input type="checkbox"/>	14 06 CONCRETE PLACING
<input type="checkbox"/>	14 07 CONCRETE FINISHING
<input type="checkbox"/>	14 08 CONCRETE CURING
<input type="checkbox"/>	14 09 CONCRETE PROTECTION
<input type="checkbox"/>	14 10 CONCRETE REPAIR
<input type="checkbox"/>	14 11 CONCRETE TESTING
<input type="checkbox"/>	14 12 CONCRETE MIXING
<input type="checkbox"/>	14 13 CONCRETE PUMPING
<input type="checkbox"/>	14 14 CONCRETE PLACING
<input type="checkbox"/>	14 15 CONCRETE FINISHING
<input type="checkbox"/>	14 16 CONCRETE CURING
<input type="checkbox"/>	14 17 CONCRETE PROTECTION
<input type="checkbox"/>	14 18 CONCRETE REPAIR
<input type="checkbox"/>	14 19 CONCRETE TESTING
<input type="checkbox"/>	14 20 CONCRETE MIXING
<input type="checkbox"/>	14 21 CONCRETE PUMPING
<input type="checkbox"/>	14 22 CONCRETE PLACING
<input type="checkbox"/>	14 23 CONCRETE FINISHING
<input type="checkbox"/>	14 24 CONCRETE CURING
<input type="checkbox"/>	14 25 CONCRETE PROTECTION
<input type="checkbox"/>	14 26 CONCRETE REPAIR
<input type="checkbox"/>	14 27 CONCRETE TESTING
<input type="checkbox"/>	14 28 CONCRETE MIXING
<input type="checkbox"/>	14 29 CONCRETE PUMPING
<input type="checkbox"/>	14 30 CONCRETE PLACING
<input type="checkbox"/>	14 31 CONCRETE FINISHING
<input type="checkbox"/>	14 32 CONCRETE CURING
<input type="checkbox"/>	14 33 CONCRETE PROTECTION
<input type="checkbox"/>	14 34 CONCRETE REPAIR
<input type="checkbox"/>	14 35 CONCRETE TESTING
<input type="checkbox"/>	14 36 CONCRETE MIXING
<input type="checkbox"/>	14 37 CONCRETE PUMPING
<input type="checkbox"/>	14 38 CONCRETE PLACING
<input type="checkbox"/>	14 39 CONCRETE FINISHING
<input type="checkbox"/>	14 40 CONCRETE CURING
<input type="checkbox"/>	14 41 CONCRETE PROTECTION
<input type="checkbox"/>	14 42 CONCRETE REPAIR
<input type="checkbox"/>	14 43 CONCRETE TESTING
<input type="checkbox"/>	14 44 CONCRETE MIXING
<input type="checkbox"/>	14 45 CONCRETE PUMPING
<input type="checkbox"/>	14 46 CONCRETE PLACING
<input type="checkbox"/>	14 47 CONCRETE FINISHING
<input type="checkbox"/>	14 48 CONCRETE CURING
<input type="checkbox"/>	14 49 CONCRETE PROTECTION
<input type="checkbox"/>	14 50 CONCRETE REPAIR
<input type="checkbox"/>	14 51 CONCRETE TESTING
<input type="checkbox"/>	14 52 CONCRETE MIXING
<input type="checkbox"/>	14 53 CONCRETE PUMPING
<input type="checkbox"/>	14 54 CONCRETE PLACING
<input type="checkbox"/>	14 55 CONCRETE FINISHING
<input type="checkbox"/>	14 56 CONCRETE CURING
<input type="checkbox"/>	14 57 CONCRETE PROTECTION
<input type="checkbox"/>	14 58 CONCRETE REPAIR
<input type="checkbox"/>	14 59 CONCRETE TESTING
<input type="checkbox"/>	14 60 CONCRETE MIXING
<input type="checkbox"/>	14 61 CONCRETE PUMPING
<input type="checkbox"/>	14 62 CONCRETE PLACING
<input type="checkbox"/>	14 63 CONCRETE FINISHING
<input type="checkbox"/>	14 64 CONCRETE CURING
<input type="checkbox"/>	14 65 CONCRETE PROTECTION
<input type="checkbox"/>	14 66 CONCRETE REPAIR
<input type="checkbox"/>	14 67 CONCRETE TESTING
<input type="checkbox"/>	14 68 CONCRETE MIXING
<input type="checkbox"/>	14 69 CONCRETE PUMPING
<input type="checkbox"/>	14 70 CONCRETE PLACING
<input type="checkbox"/>	14 71 CONCRETE FINISHING

- 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 36 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

- 23 01 DISTRIBUTED SYSTEMS
- 23 02 CENTRAL SYSTEMS
- 23 03 HEAT EXCHANGERS & CONDENSERS
- 23 04 HEATING BOILERS
- 23 05 PARTICULATE AIR FILTRATION
- 23 06 HEATING BOILERS
- 23 07 FURNACES
- 23 08 SOLAR ENERGY HEATING EQUIP.
- 23 09 HEAT EXCHANGERS FOR HVAC
- 23 10 HEAT EXCHANGERS FOR PROCESS & CONDENSING UNITS
- 23 11 REFRIGERANT CONDENSERS
- 23 12 PACKAGED WATER CHILLERS
- 23 13 COOLING TOWERS
- 23 14 ROOM CENTRAL STATION AIR HANDLING UNITS
- 23 15 PACKAGED OUTDOOR HVAC EQUIP.
- 23 16 CONVECTION HEATING & COOLING UNITS
- 23 17 HUMIDITY CONTROL EQUIPMENT
- 23 18 ELECTRICITY (IN (A) (2))
- 23 19 INSTRUMENTATION & CONTROL FOR ELECTRICAL SYSTEMS
- 23 20 MEDIUM VOLTAGE TRANSFORMERS
- 23 21 LOW VOLTAGE TRANSFORMERS
- 23 22 SWITCHES & PANELS
- 23 23 WIREWAYS AND RACEWAYS
- 23 24 LOW VOLTAGE DISTRIBUTION EQUIPMENT
- 23 25 LOW VOLTAGE OUTPUT PROTECTIVE DEVICES
- 23 26 LOW VOLTAGE CONTROLLERS
- 23 27 PACKAGED GENERATOR ASSEMBLIES
- 23 28 POWER FILTERS & CONDITIONERS
- 23 29 CATHODIC PROTECTION
- 23 30 INTERIOR LIGHTING
- 23 31 EMERGENCY LIGHTING
- 23 32 EXIT SIGNS
- 23 33 CLASSED TOYON LIGHTING
- 23 34 OPERATIONAL LIGHTING
- 23 35 EXTERIOR LIGHTING
- 23 36 LIGHTING SYSTEMS & ACCESSORIES
- 23 37 ELECTRICAL MACHINES
- 23 38
- 23 39 COMMUNICATIONS BACKBONE CABLES
- 23 40 COMMUNICATIONS-27 (1) (2) (A) (2)
- 23 41 AUDIO VISUAL SYSTEMS
- 23 42 DISTRIBUTED AUDIO VIDEO
- 23 43 HEAT TREAT COMMUNICATIONS & WIRING SYSTEMS
- 23 44 DISTRIBUTED SYSTEMS

(Please fill in for other opportunity)

DIVISION 23-21 INSTRUMENTATION & CONTROL FOR ELECTRICAL SYSTEMS

- 23 21 01 MEDIUM VOLTAGE TRANSFORMERS
- 23 21 02 LOW VOLTAGE TRANSFORMERS
- 23 21 03 SWITCHES & PANELS
- 23 21 04 WIREWAYS AND RACEWAYS
- 23 21 05 LOW VOLTAGE DISTRIBUTION EQUIPMENT
- 23 21 06 LOW VOLTAGE OUTPUT PROTECTIVE DEVICES
- 23 21 07 LOW VOLTAGE CONTROLLERS
- 23 21 08 PACKAGED GENERATOR ASSEMBLIES
- 23 21 09 POWER FILTERS & CONDITIONERS
- 23 21 10 CATHODIC PROTECTION
- 23 21 11 INTERIOR LIGHTING
- 23 21 12 EMERGENCY LIGHTING
- 23 21 13 EXIT SIGNS
- 23 21 14 CLASSED TOYON LIGHTING
- 23 21 15 OPERATIONAL LIGHTING
- 23 21 16 EXTERIOR LIGHTING
- 23 21 17 LIGHTING SYSTEMS & ACCESSORIES
- 23 21 18 ELECTRICAL MACHINES
- 23 21 19
- 23 21 20 COMMUNICATIONS BACKBONE CABLES
- 23 21 21 COMMUNICATIONS-27 (1) (2) (A) (2)
- 23 21 22 AUDIO VISUAL SYSTEMS
- 23 21 23 DISTRIBUTED AUDIO VIDEO
- 23 21 24 HEAT TREAT COMMUNICATIONS & WIRING SYSTEMS
- 23 21 25 DISTRIBUTED SYSTEMS

- 23 21 26 MOVING WALKERS
- 23 21 27 WHEELCHAIR LIFTS
- 23 21 28 CORRESPONDENCE & PAROUL LIFTS
- 23 21 29 FACILITY CHUTES
- 23 21 30 PNEUMATIC TUBE SYSTEMS
- 23 21 31
- 23 21 32

(Please fill in for other opportunity)

DIVISION 23-22 FIRE SUPPRESSION (1) (2) (3) (4) (5)

- 23 22 01 FIRE SUPPRESSION WATER SERVICE PIPING AND FITTINGS
- 23 22 02 FIRE SUPPRESSION STANDPIPES
- 23 22 03 FIRE SUPPRESSION SPRINKLER SYSTEMS
- 23 22 04 GASEOUS FIRE SUPPRESSION SYSTEMS
- 23 22 05 CLEAN AGENT FIRE SUPPRESSION SYSTEMS
- 23 22 06 CENTRIFUGAL FIRE PUMPS
- 23 22 07

(Please fill in for other opportunity)

DIVISION 23-23 PLUMBING (1) (2) (3) (4) (5)

- 23 23 01 PLUMBING INSTALLATION
- 23 23 02 FACILITY WATER DISTRIBUTION
- 23 23 03 FACILITY SANITARY SEWERAGE
- 23 23 04 FACILITY STORM DRAINAGE
- 23 23 05 COMMERCIAL PLUMBING FIXTURES
- 23 23 06 COMMERCIAL PLUMBING FIXTURES
- 23 23 07 COMMERCIAL PLUMBING FIXTURES
- 23 23 08 DRINKING FOUNTAINS & WATER COOLERS
- 23 23 09 SWIMMING POOL PLUMBING SYSTEMS
- 23 23 10 CHEMICAL WASTE SYSTEMS FOR LAB & HEALTHCARE FACILITIES
- 23 23 11

(Please fill in for other opportunity)

DIVISION 23-24 HEATING VENTILATION AIR CONDITIONING (1) (2) (3) (4) (5)

- 23 24 01 HEATING VENTILATION AIR CONDITIONING
- 23 24 02 INSTRUMENTATION & CONTROL FOR HVAC
- 23 24 03 FACILITY FUEL STORAGE TANKS
- 23 24 04 HYDRAULIC PIPING & PUMPS
- 23 24 05 STEAM & CONDENSATE PIPING & PUMPS
- 23 24 06 HVAC DUCTS & CHANGES
- 23 24 07 AIR DUCT ACCESSORIES
- 23 24 08 HVAC TANKS
- 23 24 09 AIR DUCTS & FITTINGS
- 23 24 10 VENTILATION HOODS

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 08 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 EROSION & 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 Hauling
(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: John Platt Company

Contact: Audy Heislman

Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two

Date Submitted: 6-16-15

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 5 %.

I plan on achieving this goal by: Seeking MBE/WBE/DBE Firms to perform
any work that is not self performed. Letters were mailed out
on June 11. to all potential contractors all contractors on list
provided by Parnell Drake were also contacted by phone.
only 2 quotes were received. If we are low bidder the two
interested parties will be contacted to verify ^{they are} properly
licensed & insured. The two quotes received were not low
on but two items. (Paving & curb & gutter replacement)

PARTICIPATION GOAL

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

General Contractor: Waterfront Construction Company

Contract: Highway 101

Name of Project: Rosewood Railway Sewer Improvement Project Phase Two

Date Submitted: 11-15-12

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 2%

I plan on achieving this goal by discussing with DBE/WBE firms the details

of the project and identifying potential subcontractors who can assist in

achieving the goal. All subcontractors will be required to submit

plans to ensure that the goal is met. The goal is to be achieved by

the end of the project. The goal is to be achieved by the end

of the project. The goal is to be achieved by the end of the

project. The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

The goal is to be achieved by the end of the project.

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

General Contractor: John Platt Company

Contact: Andy Harshman

Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two

Date Submitted: 6-16-15

All MBE/DBE/WBE Firms Submitting Bids

Mosford Enterprises

James Paving

Scope of Work

Hauling, C&S Replacement, Invert Const.

C&S Replacement, Paving

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

General Contractor: _____

Contact: _____

Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two

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)

(Use additional pages if necessary)

Contract Amount	Scope of Work	All MBE/WBE Firms to be Utilized

Date submitted: _____

Total Amount of All subcontractors: \$ _____

Total Contract Amount: \$ _____

Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two

Contract: _____

General contractor: _____

FORM 2
 CONTRACTORS SUBMITTING BIDS
 (Must be submitted following tentative bid award)

Contract Amount	Scope of Work	All MBE/WBE Firms Submitting Bids

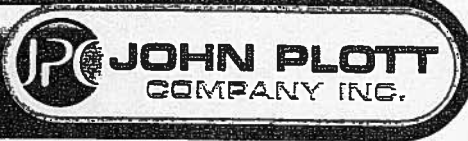
Date Submitted: 4-15-15

Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two

Contact: John Platt

General Contractor: John Platt Construction

FORM 1
 CONTRACTORS SUBMITTING BIDS
 (Must be submitted in the contractor's sealed bid)



June 11, 2015

Re: Rosewood Sanitary Sewer Improvements Project – Phase Two
City of Tuscaloosa Project No A12-1617

John Plott Company, Inc. is soliciting, Minority and Women Owned Businesses to furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
City of Tuscaloosa Project No A12-1617

Bid: Date: June 16, 2015 @ 10:00 AM

Type Work Seeking Subcontractors for:

Fence Replacement

Miscellaneous Erosion Items: Clearing & Grubbing, Select Tree Removal, Erosion & Sediment Control, Sodding

Exterior Improvements: Asphalt & Concrete Repair/Replacement

Interested firms can contact Jodie Kizziah for plans, specifications, and addendums. Contact by phone: 205-345-5678; email jkizziah@jplott.com. Plans are also available at Tuscaloosa City Hall.

We will accept quotes until 4:00 PM, June 15th.



June 11, 2015

Re: Rosewood Sanitary Sewer Improvements Project - Phase Two
City of Tuscaloosa Project No A12-1617

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to
furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
City of Tuscaloosa Project No A12-1617

Bid Date: June 16, 2015 @ 10:00 AM

Type Work Seeking Subcontractors for:
Fence Replacement

Miscellaneous Erosion Items: Clearing & Grubbing, Select Tree Removal, Erosion &
Sediment Control, Sodding

Exterior Improvements: Asphalt & Concrete Repair/Replacement

Interested firms can contact John Plott for plans, specifications, and addendums.
Contact by phone: 205-345-5678; email john.plott@jplot.com.
Plans are also available at Tuscaloosa City Hall.

We will accept quotes until 4:00 PM, June 15th.

Jodie Kizziah

From: Jodie Kizziah
Sent: Monday, June 15, 2015 1:49 PM
To: 'munfordinc@aol.com'
Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two
Attachments: Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf; Bid Schedule.pdf

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

**Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
Project Number A12-1617**

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizziah

P.O. Box 20183
Tuscaloosa, AL 35402
Ph: 205.345.5678
Fax: 205.752.3245



John Klumb

From:
Sent:
To:
Subject:
Attachments:

John Klumb
Monday, June 12, 2017 1:49 PM

munford@sol.com
Rosewood Sanitary Sewer Improvements Project - Phase Two
Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf and schedule.pdf

John Klumb Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
Project Number A13-1517

Bid Date: Tuesday, June 13th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you

John Klumb

P.O. Box 20188
Tuscaloosa, AL 35402
Ph: 205.345.5578
Fax: 205.752.3245



Edie Kizziah

From: Microsoft Outlook
To: munfordinc@aol.com
Sent: Monday, June 15, 2015 1:46 PM
Subject: Relayed: Rosewood Sanitary Sewer Improvements Project - Phase Two

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

munfordinc@aol.com (munfordinc@aol.com)

Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two

the fix is

Microsoft Outlook
munfordinc@aol.com
Monday, June 18, 2018 1:48 PM
Re: Rosewood Sanitary Sewer Improvements Project - Phase Two

From:
To:
Sent:
Subject:

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

munfordinc@aol.com (munfordinc@aol.com)

Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two

Jodie Kizziah

From: Jodie Kizziah
Sent: Thursday, June 11, 2015 2:25 PM
To: jamespaving@yahoo.com
Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two
Attachments: Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf; Bid Schedule.pdf

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

**Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
Project Number A12-1617**

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizziah

P.O. Box 20183
Tuscaloosa, AL 35402
Ph: 205.345.5678
Fax: 205.752.3245



Jodie Kizlar

Attachments:
Subject:
To:
Sent:
From:

Rosewood Sanitary Sewer Improvements Project - Phase Two
Rosewood Sanitary Sewer Improvements Project - Phase Two Bid Schedule
Jamesy@yaho.com
Thursday, June 17, 2015 2:25 PM
Jodie Kizlar

John Platt Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
Project Number A12-1617

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizlar

Box: 202.752.8245
Ph: 202.345.5078
Triscalous, AL 35242
P.O. Box 20183



Jodie Kizziah

From: Microsoft Outlook
To: jamespaving@yahoo.com
Sent: Thursday, June 11, 2015 2:22 PM
Subject: Relayed: Rosewood Sanitary Sewer Improvements Project - Phase Two

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jamespaving@yahoo.com (jamespaving@yahoo.com)

Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two

Jodie Kiziah

Microsoft Outlook
jamesbaving@yswnc.com
Thursday, June 11, 2015 2:52 PM
Replied: Rosewood Sanitary Sewer Improvements Project - Phase Two

From:
To:
Sent:
Subject:

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

jamesbaving@yswnc.com (jamesbaving@yswnc.com)

Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two

Jodie Kizziah

From: Jodie Kizziah
Sent: Thursday, June 11, 2015 2:38 PM
To: 'jimmyabramssr59@gmail.com'
Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two
Attachments: Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf; Bid Schedule.pdf

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

**Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
Project Number A12-1617**

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizziah

P.O. Box 20183
Tuscaloosa, AL 35402
Ph: 205.345.5678
Fax: 205.752.3245



Jodie Kiziah

From:
Sent:
To:
Subject:
Attachments:

Jodie Kiziah
Thursday, June 11, 2015 2:38 PM
jimmvbrams29@gmail.com
Rosewood Sanitary Sewer Improvements Project - Phase Two
Rosewood Sanitary Sewer Improvements Project - Phase Two Bid Schedule.pdf

John Platt Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
Project Number: A13-1017

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kiziah

P.O. Box 20183
Trusselwood, AL 35402
Ph: 205.345.5878
Fax: 205.752.3245



Jodie Kizziah

From: Microsoft Outlook
To: jimmyabramssr59@gmail.com
Sent: Thursday, June 11, 2015 2:35 PM
Subject: Relayed: Rosewood Sanitary Sewer Improvements Project - Phase Two

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jimmyabramssr59@gmail.com (jimmyabramssr59@gmail.com)

Subject: Rosewood Sanitary Sewer Improvements Project - Phase Two

Topic: [illegible]

From:
To:
Sent:
Subject:

Microsoft Outlook
jimwebster52@gmail.com
Thursday, June 11, 2015 2:52 PM
Re: [illegible] - Phase Two

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

Subject: [illegible] (jimwebster52@gmail.com)
Subject: [illegible] - Phase Two

Jodie Kizziah

From: Jodie Kizziah
Sent: Monday, June 15, 2015 1:40 PM
To: 'anthonybell5932@yahoo.com'
Subject: Rosewood Sanitary Sewer Improvements Project
Attachments: Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf, Bid Schedule.pdf

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

**Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
Project Number A12-1617**

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizziah

P.O. Box 20183
Tuscaloosa, AL 35402
Ph: 205.345.5678
Fax: 205.752.3245



Jodie Kizian

Attachments:
Subject:
To:
Sent:
From:

Rosewood Sanitary Sewer Improvements Project-Phase Two Bid Schedule
Rosewood Sanitary Sewer Improvements Project
antony@al2332@valnet.com
Monday, June 18, 2012 1:40 PM
Jodie Kizian

John Platt Company, Inc. is soliciting Minority and Women Owned Businesses to furnish
plans on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
Project Number A13-1617

Bid Date: Tuesday, June 19th @ 10:00 am

Please see attached for additional information and the project bid schedule

Thank you,

Jodie Kizian

Fax: 205.751.3245
Ph: 205.345.5678
Tuscaloosa, AL 35402
P.O. Box 20183



Jodie Kizziah

From: Microsoft Outlook
To: anthonybell5932@yahoo.com
Sent: Monday, June 15, 2015 1:37 PM
Subject: Relayed: Rosewood Sanitary Sewer Improvements Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

anthonybell5932@yahoo.com (anthonybell5932@yahoo.com)

Subject: Rosewood Sanitary Sewer Improvements Project

Jodie Kazian

From:
To:
Sent:
Subject:

Microsoft Outlook
anthonybell5932@yahoo.com
Monday, June 13, 2011 1:57 PM
Re: Subject: Rosewood Sanitary Sewer Improvements Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

anthonybell5932@yahoo.com (anthonybell5932@yahoo.com)

Subject: Rosewood Sanitary Sewer Improvements Project

Jodie Kizziah

From: Jodie Kizziah
Sent: Monday, June 15, 2015 1:59 PM
To: estimating@gmginonline.com
Subject: Rosewood Sanitary Sewer Improvements Project
Attachments: Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf; Bid Schedule.pdf

John Plott Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

**Project: Rosewood Sanitary Sewer Improvements Project – Phase Two
Project Number A12-1617**

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Jodie Kizziah

P.O. Box 20183
Tuscaloosa, AL 35402
Ph: 205.345.5678
Fax: 205.752.3245



Lodie Kizziah

From:

Sent:

To:

Subject:

Attachments:

Lodie Kizziah

Monday, June 15, 2015 1:59 PM

esrbarr@mgm.com

Rosewood Sanitary Sewer Improvements Project

Rosewood Sanitary Sewer Improvements Project-Phase Two.pdf, Bid Schedule.pdf

John Platt Company, Inc. is soliciting Minority and Women Owned Businesses to furnish quotes on the following project:

Project: Rosewood Sanitary Sewer Improvements Project - Phase Two
Project Number A12-1017

Bid Date: Tuesday, June 16th @ 10:00 am

Please see attached for additional information and the project bid schedule.

Thank you,

Lodie Kizziah

P.O. Box 20183

Trusselwood, AL 35402

Ph: 205 345 5578

Fax: 205 752 3245



Jodie Kizziah

From: Microsoft Outlook
To: estimating@gmginonline.com
Sent: Monday, June 15, 2015 1:55 PM
Subject: Relayed: Rosewood Sanitary Sewer Improvements Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

estimating@gmginonline.com (estimating@gmginonline.com)

Subject: Rosewood Sanitary Sewer Improvements Project

Jodie Kiziah

From:
To:
Sent:
Subject:

Microsoft Outlook
estimating@dmrinc.com
Monday, June 15, 2015 1:55 PM
Subject: Rosewood Sanitary Sewer Improvements Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server.

estimating@dmrinc.com (estimating@dmrinc.com)

Subject: Rosewood Sanitary Sewer Improvements Project

**Rosewood Sanitary Sewer Improvements Project - Phase Two
City of Tuscaloosa Project No A12-1617**

A&A Debris Removal and Demolition - Sent Email on 6.11.15 (Copy Attached)

Spencer Management-205.239.4308 was Anthony Bell's number
Sent Email on 6.15.15 (Copy Attached)

James Paving - Sent Email on 6.11.15 (Copy Attached)

Frierson Lawn Service - Left message on 6.11.15 @2:43/Called again on 6.15.15 @
1:40, spoke with Anthony and he passed on receiving any information.

Nathaniel Williams of Munford Enterprises Left message on 6.11.15 @
2:44/Called again on 6.15.15 spoke with Mr. Williams - Sent email (Copy Attached)

JH Russell Contracting Left message on 6.11.15 @ 2:46/Called again on 6.15.15
@1:49, no answer

A&A Debris Removal and Demolition - Sent Email on 6.11.15 (Copy Attached)

Spencer Management-202.239.4308 was Anthony Bell's number
Sent Email on 6.15.15 (Copy Attached)

James Paving - Sent Email on 6.11.15 (Copy Attached)

Prison Law Service - Left message on 6.11.15 @ 2:43\Called again on 6.15.15 @
1:40, spoke with Anthony and he passed on receiving any information.

Nathaniel Williams of Tuntord Enterprises Left message on 6.11.15 @
2:44\Called again on 6.15.15 spoke with Mr. Williams - Sent email (Copy Attached)

IN Russell Contracting Left message on 6.11.15 @ 2:46\Called again on 6.15.15
@ 1:40, no answer

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

I, _____ (Name/Title), of _____ (Company) certify that on _____ (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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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): _____

(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)

(Use additional pages if necessary.)

(Title)

(Date)

(Signature of MBE/D/B/WBE)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

by _____ (Company Name)

opportunity to submit a proposal on the above identified work on _____ (Date)

(Name of MBE/D/B/WBE) was offered an

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

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 for the following reason(s):

MBE/D/B/WBE Firm	Work Items Sought	Form of Proposal Sought
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Enterprise to obtain proposals for the following work items:

(Date) I contacted the following Minority/Disadvantaged Business

(Company) entity first on

(Name/Title) of

(Must be submitted following tentative bid award)
Unavailability Certification
Form 8

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

General Contractor: _____
 Contact: _____
 Name of Project: Rosewood Sanitary Sewer Improvements Project Phase Two
 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: Rosewood Sanitary Sewer Improvements Project Phase Two
 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)

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

General Contractor: _____
 Contact: _____
 Name of Project: Rockwood Sanitary Sewer Improvement Project Phase Two
 Total Contract Amount: \$ _____
 Final Contract Amount: \$ _____
 Date Submitted: _____

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

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

General Contractor: _____
 Contact: _____
 Name of Project: Rockwood Sanitary Sewer Improvement Project Phase Two
 Total Contract Amount: \$ _____
 Date Submitted: _____

Billing

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

(Use additional pages if necessary)

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Summary of Project Section 01010

Project Coordination Section 01043

Regulatory and 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

Site Construction Section 02247

Trenching, Backfill, and Compaction for Utility Trenches Section 02249

Ductile Iron Pipe and Fittings for Sanitary Sewer and Force Mains Section 02600

Existing Utilities Section 02620

Gravity Sanitary Sewer System Section 02661

PVC Sewer Pipe and Fittings Section 02663

Manholes Section 02664

Traffic Control Section 02800

Chain Link Fences and Gates Section 02833

Grassing Section 02920

Special Conditions Section 20000

TECHNICAL SPECIFICATIONS

Section 01010	Summary of Project
Section 01020	Project Organization
Section 01050	Regulatory and Safety Equipment
Section 01301	Signage
Section 01501	Temporary Facilities and Controls
Section 01701	Contract Closeout
Section 01800	Cleaning and Maintenance
Section 02220	Stormwater Monitoring and Temporary Erosion Control
Section 02242	Reinforcement, Clearing and Grubbing
Section 02247	Site Construction
Section 02249	French and Infiltration, and Connection for Utility Trenches
Section 02500	Drain, Low Flow and Fixings for Sanitary Sewer and Force Mains
Section 02520	Existing Utilities
Section 02551	Gravity Sanitary Sewer System
Section 02553	PVC Sewer Pipe and Fixings
Section 02554	Manholes
Section 02800	Traffic Control
Section 02873	Chain Link Fences and Gates
Section 02920	Grass
Section 20000	Special Conditions

SECTION 01010 - SUMMARY OF PROJECT

Article	Contents	Page
PART 1 - GENERAL	1
1.01 Scope	1
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 0110 - SUMMARY OF PROJECT

Article	Contents	Page
PART 1 - GENERAL		1
1.01 Scope		1
1.02 Project Financing, Ownership, and Siting		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 gravity sanitary sewer and appurtenances as shown within the construction documents.

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 Manager, McGiffert and Associates, LLC.

END OF SECTION 01010

APRIL 2012

END OF SECTION 01010

3.01 Questions and Clarification
All questions or clarification needed during all phases of the project shall be directed to Jimmy Duncan, Project Manager, McOffet and Associates, LLC.

PART 3 - EXECUTION

All materials will be provided by the CONTRACTOR

PART 2 - MATERIALS

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

1.03 Measurement and Payment

construction taking for the project.
ENGINEER will provide resident project observation. McOffet and Associates, LLC will also provide all McGuffert and Associates, LLC is the Project ENGINEER, employed by the OWNER for the project. The Project Engineer, Observation, and Staking.

1.02 Project Engineering, Observation, and Staking

The project consists of gravity sanitary sewer and appurtenances as shown within the construction documents.

1.01 Scope

PART 1 - GENERAL

SECTION 01010 - SUMMARY OF PROJECT

SECTION 01043 - PROJECT COORDINATION

Article	Contents	Page
PART 1 - GENERAL	1
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	2
PART 2 - MATERIALS	2
2.01 Storage	2
PART 3 - EXECUTION	2

SECTION 0103 - PROJECT COORDINATION

Page	Article
1	PART 1 - GENERAL
1	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
2	1.06 Measurement and Payment
2	PART 2 - MATERIALS
2	2.01 Storage
2	PART 3 - EXECUTION

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
PART 1 - GENERAL.....	1
1.01 Scope.....	1
1.02 Protection of Existing Utilities.....	1
1.03 Protection and Access to Public and Private Rights-of-Way.....	1
1.04 Protection of Air Quality.....	2
1.05 Traffic Control Devices.....	2
1.06 Safety.....	2
1.07 Payment.....	2

SECTION 01000 - REGULATORY AND SAFETY EQUIPMENT

Contents

Page	Article
1	PART 1 - GENERAL
1	1.01 Scope
1	1.02 Protection of Existing Utilities
1	1.03 Protection and Access to Public and Private Rights-of-Way
2	1.04 Protection of Air Quality
2	1.05 Traffic Control Devices
2	1.06 Safety
2	1.07 Payment

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

Article	Contents	Page
PART 1 - GENERAL	1
1.01 Scope	1
1.02 Administrative Submittals	1
1.03 Technical Submittals	1
1.04 Substitutions	2
1.05 Shop Drawings	2
1.06 Copies Required	2
1.07 Work Performed Prior to Submittal Acceptance	3
1.08 Measurement and Payment	3

SECTION 01301 - SUBMITTALS

Page	Contents	Article
1	1.01 General	1.01 General
1	1.02 Administrative Submittals	1.02 Administrative Submittals
1	1.03 Technical Submittals	1.03 Technical Submittals
2	1.04 Substitutions	1.04 Substitutions
2	1.05 Shop Drawings	1.05 Shop Drawings
2	1.06 Copies Required	1.06 Copies Required
2	1.07 Work Performed Prior to Submittal Acceptance	1.07 Work Performed Prior to Submittal Acceptance
2	1.08 Measurement and Payment	1.08 Measurement and Payment

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

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 quantities as part of this item of work shall be incorporated in the various
unit prices of the work.

END OF SECTION 01301

SECTION 01501 - TEMPORARY FACILITIES AND CONTROLS

Article	Contents	Page
1.01	General	1
1.02	Temporary Utilities	1
1.03	Field Offices and Other Facilities	1
1.04	Sanitary Facilities	2
1.05	Water for Testing	2
1.06	Safety	2
1.07	Payment	2

SECTION 01501 - TEMPORARY FACILITIES AND CONTROLS

Page	Comments	Article
1		1.01 General
1		1.02 Temporary Utilities
1		1.03 Field Offices and Other Facilities
3		1.04 Sanitary Facilities
3		1.05 Water Testing
3		1.06 Safety
3		1.07 Payment

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

Article	Contents	Page
1.01	General	1
1.02	Substantial Completion.....	1
1.03	Final Inspection	1
1.04	Final Submittals.....	1
1.05	Measurement and Payment.....	1

SECTION 01701 - CONTRACT CLOSEOUT

Page	Content	Article
1	1.01 General	1.01 General
1	1.02 Substantial Completion	1.02 Substantial Completion
1	1.03 Final Inspection	1.03 Final Inspection
1	1.04 Final Submittals	1.04 Final Submittals
1	1.05 Measurement and Payment	1.05 Measurement and Payment

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

APRIL 2012

END OF SECTION 01701

1.02 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 prices of the work.

- G. 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.
- F. Final payment shall be withheld until satisfactory evidence of release of all liens and claims against the CONTRACTOR have been submitted to the ENGINEER.
- E. All guarantees, bonds, and/or other releases shall be finalized and satisfactorily submitted to the ENGINEER before final payment is made.
- D. The Contract shall not be finalized and final payment shall be withheld until all submitted shop drawings, as-built drawings, keys, etc. are submitted to the ENGINEER.

1.04 Final Submittals

- 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.
- 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.
- 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.
- A. Upon final clearing 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.

1.05 Final Inspection

- 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.
- A. The substantial completion date for each portion of work shall be as established by the General Conditions and the Contract.

1.02 Substantial Completion

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

SECTION 01701 - CONTRACT CLOSEOUT

SECTION 01800 - CLEANING AND MAINTENANCE

Article	Contents	Page
1.01	General	1
1.02	Cleaning During Construction	1
1.03	Final Cleaning	1
1.04	Payment	2

SECTION 01800 - CLEANING AND MAINTENANCE

Page	Comments	Draw
1		1.01 General
1		1.02 Cleaning During Construction
1		1.03 Post-Cleaning
2		1.04 Payment

APRIL 2013

CITY OF DUNCAN
ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT
PHASE TWO
SECTION 01800

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 or 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
(Permit Obtained by Contractor)

Article	Contents	Page
PART 1 - GENERAL.....		1
1.01 Stormwater Permit and Monitoring		1
1.02 Payment.....		2
PART 2 - MATERIALS.....		2
2.01 Erosion Control Materials		2
PART 3 - EXECUTION.....		2
3.01 Erosion Control Measures		2

SECTION 02230 - STORMWATER MONITORING AND TEMPORARY EROSION CONTROL
 (Percent Obtained by Comparison)

Page	Contents	Article
1	PART 1 - GENERAL	
1	1.01 Stormwater Permit and Monitoring	
2	1.02 Erosion Control	
2	PART 2 - MATERIALS	
2	2.01 Erosion Control Materials	
2	PART 3 - EXECUTION	
2	3.01 Erosion Control Measures	

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

END OF SECTION 0220

E. All fines, associated costs, penalties, or legal action resulting from improper or negligent erosion control practices as required by the regulatory requirements of ABEM, EPA, and local government ordinances shall be the responsibility of the CONTRACTOR.

D. The CONTRACTOR shall be responsible for ensuring that all BMPs are properly implemented, maintained, and inspected at all times during the project and specifically prior to any scheduled rain events. Maintenance, installation, etc. shall be of utmost importance prior to all scheduled rain events. The CONTRACTOR shall promptly repair, maintain, equipment, erosion control nets, silt fences, and/or mats where sediment has discharged from the project area at no additional cost to the project.

C. The CONTRACTOR shall be totally responsible for all erosion and sedimentation control on the project until the permit has been transferred or otherwise stabilized permanently as required by the Stormwater Permit and the permit is terminated.

SECTION 02242 - DEMOLITION, CLEARING AND GRUBBING

Article	Contents	Page
PART 1 - GENERAL.....		1
1.01 Scope.....		1
1.02 Related Sections		1
1.03 Unit Prices.....		1
PART 2 - PRODUCTS.....		1
2.01 Materials.....		1

SECTION 0242 - DEMOLITION, CLEARING AND GRUBBING

Page	Article
1	PART 1 - GENERAL
1	1.01 Scope
1	1.02 Related Sections
1	1.03 Unit Prices
1	PART 2 - PRODUCTS
1	2.01 Materials

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 Monitoring and Temporary Erosion Control

1.03 Unit Prices:

Payment shall be per the Bid Schedule. If no separate payment is included in the bid schedule the cost for this item shall be considered incidental to the other items established.

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 02247 – SITE CONSTRUCTION

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Scope.....	1
1.02 Related Sections	1
1.03 Payment.....	1
1.04 References.....	1
1.05 Construction Staking.....	1
1.06 Bench Marks and Monuments.....	1
1.07 Soil Tests, Compaction and Inspection	1
PART 2 - PRODUCTS.....	2
2.01 Materials.....	2
PART 3 - EXECUTION.....	3
3.01 Soil Tests, Compaction and Inspection	3

SECTION 02347 - SITE CONSTRUCTION

Page	Comments	Article
1		PART 1 - GENERAL
1		1.01 Scope
1		1.02 Related Sections
1		1.03 Payment
1		1.04 References
1		1.05 Construction Scheduling
1		1.06 Field Marks and Monuments
1		1.07 Soil Test, Connection and Inspection
2		PART 2 - PRODUCTS
2		2.01 Materials
3		PART 3 - EXECUTION
3		3.01 Soil Test, Connection and Inspection

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 Monitoring and Temporary Erosion Control.

1.03 Payment:

Payment shall be included per the bid schedule. If no separate payment is included in the bid schedule the cost for this item shall be considered incidental to the other items established.

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 CONTRACTOR. 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

APRIL 2012

END OF SECTION 0247

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

E. Acceptance of Roadway and Parking Facilities:

- D. The RESIDENT OBSERVER(S) shall be a designated employee of the ENGINEER.
- C. The frequency of testing shall be, at a minimum, one (1) test per 4,000 s.f. of the area.
- B. All testing required to herein shall be paid for by the OWNER. Where tests fall to certify required limits, the cost of subsequent testing shall be borne by the CONTRACTOR.
- A. A soil testing laboratory shall be employed by the OWNER to perform compaction test and/or any other methods testing that he may deem necessary.

3.01 Soil Tests, Compaction and Inspection:

PART 3 - EXECUTION:

- 3. 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.
- 2. After all excavation, concrete curb and gutter and sidewalk have been completed and at the direction of the ENGINEER, topsoil shall be replaced on all excavated or filled areas so designed to a depth of four (4) inches.
- 1. E. Topsoil Replacement

2. Rock can be removed by using a rock blow and D8 or larger dozer or by drilling. Blasting shall not be permitted.

- 1. Rock encountered during street excavation shall be removed across the total cross-section as shown in the construction plans for each project to be constructed in this phase; the rock shall be removed to one inch below the proposed finish sub-grade.
- D. Rock Excavation:

immediately if unstable material is encountered. The Resident Observer shall be notified. The Resident Observer shall determine areas and limits of undercut. The Resident Observer shall be notified if undercut will be performed at all locations that unstable material is encountered. The RESIDENT

C. Undercut:

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

SECTION 02249 – TRENCHING, BACKFILL AND COMPACTION FOR UTILITY TRENCHES

Article	Contents	Page
PART 1 - GENERAL		1
1.01 Summary		1
1.02 Products Finished But Not Furnished Under This Section		1
1.03 Related Sections		1
1.04 Payment		1
1.05 References		1
1.06 Project Conditions		1
PART 2 - PRODUCTS		2
2.01 Materials		2
PART 3 - EXECUTION		3
3.01 Examination of Conditions		3
3.02 Protection and Removals		3
3.03 Preparation		4
3.04 Trench Construction		5
3.05 Bedding		6
3.06 Backfilling and Compaction of Trenches		6
3.07 Cleaning		8
3.08 Protection		8

SECTION 0249 - TRENCH BACKFILL AND COMPACTION FOR UTILITY TRENCHES

Article	Contents	Page
PART 1 - GENERAL		1
1.01 Summary		1
1.02 Products Furnished But Not Furnished Under This Section		1
1.03 Related Sections		1
1.04 Payment		1
1.05 References		1
1.06 Project Conditions		1
PART 2 - PRODUCTS		2
2.01 Materials		2
PART 3 - EXECUTION		3
3.01 Examination of Conditions		3
3.02 Protection and Reveals		3
3.03 Preparation		4
3.04 Trench Construction		5
3.05 Bedding		6
3.06 Backfilling and Compaction of Trenches		6
3.07 Cleaning		8
3.08 Protection		8

**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 02661 – Gravity Sanitary Sewer System

1.04 Payment:

A. Incidental Work:

No separate payment shall be made for bracing, shoring, bedding, trenching, sloping back of trench walls, blasting, or the protection and/or replacement of plants, trees, structures, etc.

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.

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 02600 - DUCTILE IRON PIPE AND FITTINGS FOR SANITARY SEWER AND FORCE MAINS

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Section Includes	1
1.02 Related Sections	1
1.03 Unit Prices	1
1.04 References	1
1.05 Design and Performance Requirements.....	1
1.06 Submittals.....	2
1.07 Quality Assurance.....	2
1.08 Delivery, Storage and Handling	2
PART 2 - PRODUCTS.....	2
2.01 Approved Manufacturers.....	2
2.02 Materials.....	3
2.03 Markings.....	3
PART 3 - EXECUTION.....	4
3.01 Examination.....	4
3.02 Installation.....	4
3.03 Protection	5

SECTION 03600 - DUCTILE IRON PIPE AND FITTINGS FOR SANITARY SEWER AND FORCE MAINS

Page	Contents	Article
1		PART 1 - GENERAL
1		1.01 Section Includes
1		1.02 Related Sections
1		1.03 Unit Prices
1		1.04 References
1		1.05 Design and Performance Requirements
2		1.06 Submittals
2		1.07 Quality Assurance
2		1.08 Delivery, Storage and Handling
2		PART 2 - PRODUCTS
2		2.01 Approved Manufacturers
2		2.02 Materials
2		2.03 Materials
3		PART 3 - EXECUTION
3		3.01 Examination
4		3.02 Installation
3		3.03 Protection

APRIL 2013

CITY OF TROY
 ROSEWOOD SANITARY SEWER IMPROVEMENTS PROJECT
 PHASE TWO
 SECTION 03600 - PAGE 1

SECTION 02600 - DUCTILE IRON PIPE AND FITTINGS FOR SANITARY SEWER 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 02249 - Trenching, Backfill and Compaction for Utility Trenches

1.03 Unit Prices:

A. 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.

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.

B. Ductile Iron Fittings:

1. All fittings for ductile iron pipe shall be ductile iron conforming to the requirements of ANSI/AWWA C110/A21.10 and/or A21.53/C153. Joints shall be the type as shown on the drawings.
2. Rubber-gasket joints for ductile iron fittings shall conform to ANSI/AWWA C111/A21.11.
3. Mechanical joint retaining glands for ductile iron fittings shall conform to the requirements of ANSI/AWWA C111/A21.11.
4. All ductile iron fittings shall be cement mortar lined in accordance with ANSI/AWWA C104/A21.4 and sealed with an asphaltic material.
5. Restrained joint fittings shall be ductile iron in accordance with applicable requirements of ANSI/AWWA A21.10/C110 and/or A21.53/C153 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA A21.11/C111. Fittings shall be U.S. Pipe TR FLEX fittings, or approved equivalent.
6. Retaining gaskets used in restraining gasket pipes shall conform to ANSI/AWWA C111/A21.11. Gaskets shall be U.S. Pipe "FIELD LOC" gaskets, or approved equivalent.

2.03 Markings:

Ductile iron pipe for the sanitary sewer force main installation shall be continuously marked by a three (3) inch wide, bright pink/purple line painted along the top of the main as installed. The pipe shall be previously factory painted and shall be installed in such a way to form a continuous mark along the top of the pipe. The color shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 Examination:

- A. The CONTRACTOR shall examine the site, trench and surrounding conditions to assure proper installation of the pipe and associated fittings.
- B. The CONTRACTOR shall examine the pipe and fittings for any scratches or abrasions to the coating or linings, or other physical damage prior to its installation.
- C. Trenches shall be inspected for proper alignment and grade. Check trench bottom to assure proper clearance from other utilities, pipelines or existing structures.
- D. Any bedding required by the drawings or specifications shall be installed prior to pipe placement.
- E. Existing water mains at connections may or may not be standard outside dimensions. CONTRACTOR shall verify dimensions to ensure the tapping sleeve, as well as other connections and fittings, will fit properly.

3.02 Installation:

- A. Every care shall be taken in the handling, cutting and laying of pipe and fittings to avoid damaging the interior or exterior coating. Damaged or defective areas shall be repaired or replaced to the satisfaction of the ENGINEER.
- B. Each section of ductile iron pipe shall be placed in the prepared trench with the full length of the barrel resting upon the pipe bed and with the pipe bell over a bell hole excavated at the proper location to accommodate the bell. No temporary supports under the pipe, such as bricks, rocks, etc. shall be permitted.
- C. Any pipe found defective shall be replaced at the CONTRACTOR'S expense. Cracked pipe may be cut if authorized by the ENGINEER.
- D. Pipeline shall be laid with bells in direction of laying unless it is necessary to do otherwise to make connections to existing pipe. Where pipe is to be laid on a slope, the direction of laying shall be from downstream to upstream.
- E. All lumps, blisters, and excess coating shall be removed from the socket and plain end of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.
- F. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade as shown on the drawings.
- G. Assembly of ductile iron push-on joints and mechanical joints shall be in accordance with ANSI/AWWA C600, Section 3.4. The CONTRACTOR shall use particular care in cleaning the socket, plain end and gasket. Mechanical joint bolts shall be tightened to the proper torques shown in Table 4, ANSI/AWWA C600.

- H. Deflections of ductile iron pipe having mechanical joints, if authorized by the ENGINEER, shall not exceed the deflection limits shown in Table 5, ANSI/AWWA C600. All bolts and set screws shall be checked immediately before backfilling.
- I. Deflections for push-on joint pipe shall conform to Table 4 of ANSI/AWWA C600.
- J. At times when pipe laying is not in progress, the open ends of pipe shall be closed by the use of pipe plugs or other methods approved by the ENGINEER to keep mud, water and other debris out of pipe.
- K. Pipe cutting for the insertion of valves and fittings shall follow the manufacturer's recommendations. No torch cutting shall be allowed.
- L. Trenches shall be backfilled according to Section 02250, Trenching, Backfill and Compaction for Water Mains, Gravity, etc.
- M. During the course of the work, all existing pipe, fittings, etc., that are removed and salvageable shall remain the property of the OWNER and shall be delivered to the OWNER'S Shop by the CONTRACTOR.

3.03 Protection:

After a completed installation, the CONTRACTOR shall take measures to protect the newly installed pipeline from damage until final acceptance by the OWNER.

END OF SECTION 02600

H. Detection of ductile iron pipe having mechanical joints, if indicated by the ENGINEER, shall not exceed the detection limits shown in Table 2, AAS/AW/A C600. All joints and all sewers shall be checked immediately before backfilling.

I. Collectors for push-on joint pipe shall conform to Table 4 of AAS/AW/A C600.

J. At times when pipe laying is not in progress, the open ends of pipe shall be closed by the use of pipe plugs or other methods approved by the ENGINEER to keep mud, water, and other debris out of pipe.

K. Pipe cutting for the insertion of valves and fittings shall follow the manufacturer's recommendations. No torch cutting shall be allowed.

L. Trenches shall be backfilled according to Section 02330, Excavating, Backfill and Compaction for Water Main, Gravity, etc.

M. During the course of the work, all existing pipe, fittings, etc., that are removed and salvagable shall remain the property of the OWNER and shall be delivered to the OWNER'S Shop by the CONTRACTOR.

3.03. Protection:

After completed installation, the CONTRACTOR shall take measures to protect the newly installed pipeline from damage until final acceptance by the OWNER.

END OF SECTION 05600

SECTION 02620 - EXISTING UTILITIES

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Payment.....	1
PART 2 - EXECUTION.....	1
2.01 Execution.....	1

SECTION 02820 - EXISTING UTILITIES

Contents

Page

Article

1	.....	PART 1 - GENERAL	Article 1
1	.....	1.01 Payment	Article 1
1	.....	PART 2 - EXECUTION	Article 2
1	.....	2.01 Execution	Article 2

APRIL 2012

SECTION 02820
PHASE TWO
ROSWOOD SANITARY SEWER IMPROVEMENTS PROJECT
CITY OF TULSA, OKLA

SECTION 02620 - EXISTING UTILITIES

PART 1 - GENERAL

1.01 Payment:

There shall be no separate payment for this item. The cost shall be incidental to the cost of the other work.

PART 2 - EXECUTION

2.01 Execution:

- A. The CONTRACTOR shall be responsible for and shall protect existing utilities. Where existing utilities are interrupted, damaged, or taken off line for connection to other facilities, or are taken out of service for any reason associated with the work, the CONTRACTOR shall work expeditiously and continuously (including through meals and around the clock) to return the utility to service as soon as possible. Where the CONTRACTOR plans to remove existing utilities from service with the prior expressed approval of the utility and the OWNER, the CONTRACTOR shall coordinate with persons, businesses, or parties that may be affected by the temporary loss of service.
- B. Any adjustments (temporary or otherwise), protection, support, removal, relocation, or repairs, etc. to utilities shall be performed by the utility (at the expense of the CONTRACTOR). Alternatively, if the utility desires, such activity shall be performed by the CONTRACTOR at his expense in a manner meeting the approval of the utility.

END OF SECTION 02620

END OF SECTION 0220

B. Any adjustments (temporary or otherwise), protection, support, removal, relocation or repairs, etc. to utilities shall be performed by the utility at the expense of the CONTRACTOR. Alternatively, if the utility desires such activity shall be performed by the CONTRACTOR at his expense in a manner meeting the approval of the utility.

A. The CONTRACTOR shall be responsible for and shall protect existing utilities. Where existing utilities are disturbed, damaged, or taken off line for connection to other facilities, or are taken out of service for any reason associated with the work, the CONTRACTOR shall work expeditiously and continuously (including through meals and around the clock) to return the utility to service as soon as possible. Where the CONTRACTOR plans to remove existing utilities from service with the prior expressed approval of the utility and the OWNER, the CONTRACTOR shall coordinate with persons, businesses, or parties that may be affected by the temporary loss of service.

2.03 Execution

PART 2 - EXECUTION

There shall be no separate payment for this item. The cost shall be included in the cost of the other work.

1.01 Payment

PART 1 - GENERAL

SECTION 02661 – GRAVITY SANITARY SEWER SYSTEM

Article	Contents	Page
PART 1 - GENERAL.....		1
1.01 Work Included.....		1
1.02 Related Sections		1
PART 2 - PRODUCTS (Not Used).....		1
PART 3 - INSTALLATION		1
3.01 Sewer Pipe Laying - General.....		1
3.02 Subs for Domestic or Commercial Users (Not Used).....		2
3.03 Pipe Protection		2
3.04 Gravity Sewers Parallel or Crossing Water Mains		2
3.05 Testing of Sanitary Sewers		3
3.06 Clean-up and Grassing		13

SECTION 02661 - GRAVITY SANITARY SEWER SYSTEM

Page	Contents	Article
1	PART 1 - GENERAL	
1	1.01 Work Included	
1	1.02 Related Sections	
1	PART 2 - PRODUCTS (Not Used)	
1	PART 3 - INSTALLATION	
1	3.01 Sewer Pipe Laying - General	
2	3.02 Sifts for Domestic or Commercial Users (Not Used)	
2	3.03 Pipe Protection	
2	3.04 Gravity Sewer Joints or Crossing Water Mains	
3	3.05 Lining of Sanitary Sewers	
13	3.06 Clean-up and Grading	

SECTION 02661 – GRAVITY SANITARY SEWER SYSTEM

PART 1 - GENERAL

1.01 Work Included:

- A. All materials used in the construction of sewers shall be new and unused when delivered to the work and shall be suitable for installation and operation under the conditions for which they are to be used.
- B. All sewer pipe and materials used in its manufacture shall be tested and inspected by an approved commercial testing laboratory prior to delivery to the site and all materials which fail to conform to these specifications shall be rejected.
- C. After delivery to the site, any materials which have been damaged in transit or are otherwise unsuitable for use in the work shall be rejected and immediately removed from the site. Certified copies in duplicate of the inspection and acceptance reports of the testing laboratory shall be supplied to the OWNER'S Representative prior to use of these materials.
- D. Each joint of pipe delivered to the work shall be stamped or marked to indicate the testing laboratory's acceptance or approval. The cost of inspecting and testing materials shall be borne by the CONTRACTOR, and the OWNER'S Representative shall approve the Laboratory. The OWNER'S Representative may require laboratory tests of other materials should he consider this necessary to get such materials to comply with the specifications.
- E. OWNER reserves the right to request certified mill test certificates for PVC pipe, and ductile iron pipe, fittings.

1.02 Related Sections:

- A. Section 02663 – PVC Sewer Pipe and Fittings
- B. Section 02664 – Manholes
- C. Section 02249 – Trenching, Backfilling and Compaction for Utility Trenches

PART 2 - PRODUCTS (NOT USED)

PART 3 - INSTALLATION

3.01 Sewer Pipe Laying - General:

- A. Before sewer pipe is placed in position in the trench the bottom and sides of the trench shall be carefully prepared and the necessary bracing and sheeting installed.
- B. A properly designed and operated laser beam device shall be used to align and grade the pipe. The laser beam devices used shall be carefully calibrated at intervals not to exceed 30 calendar days.
- C. Air blowers must be used in conjunction with laser beam devices and must be sufficient to provide an air flow through the pipe of 4 to 6 mph.

- D. If approved by the OWNER'S Representative the batter board method may be used. A mason's line shall then be tightly stretched above ground level, parallel to and directly above the axis of the pipe to be installed; this line to be supported at intervals not exceeding 50 feet. The exact line and grade for each section of pipe shall be determined by measuring down from this line to the invert of the pipe in place. Each pipe shall be accurately placed to the exact line and grade called for on the plans. The CONTRACTOR shall furnish all labor and materials necessary for erecting batter boards.
- E. Water shall not be allowed to run or stand in the trench while pipe laying is in progress or before the joints are completed or before the trench has been backfilled. The CONTRACTOR shall not open up at any time more trench than his available pumping facilities are able to dewater.
- F. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed up-grade, starting at the lower end of the grade and with the bells up-grade.
- G. After pipe laying has begun, it shall continue progressively up-grade. No section of pipe installation will be skipped without a written request for such procedures from the CONTRACTOR and approved by the OWNER'S Representative.
- H. Bell holes shall be of sufficient size to allow ample room for properly making the pipe joints. Bell holes shall be cut not more than five joints ahead of pipe laying. The bottom of the trench and the crushed stone cushion between bell holes shall be carefully graded so that the pipe barrel will rest on a solid foundation for its entire length. Each joint shall be laid so that it will form a close concentric joint with adjoining pipe and so as to avoid sudden offsets and inequalities in the flow line.
- I. Backfilling of trenches shall be started immediately after the pipe is in place and the joints completed and inspected and approved by the OWNER'S Representative.

3.02 Stubs For Domestic Or Commercial Users: (Not Used)

3.03 Pipe Protection:

- A. Sewer pipe which, when completed, will have less than three (3) feet of cover, shall be provided with concrete protection, or shall be constructed of ductile iron pipe, as shown on the plans or as directed by the OWNER'S Representative.
- B. Where foundation conditions are not satisfactory, as determined by the OWNER'S Representative, sewer pipe shall be either laid on a concrete cradle, sand backfill, or constructed of ductile iron pipe as shown on the plans or as directed by the OWNER'S Representative.

3.04 Gravity Sewers Parallel Or Crossing Water Mains:

- A. Where gravity sewers are laid parallel to water mains a five foot (5') horizontal separation shall be maintained. Where the minimum separation cannot be maintained the sewer shall be laid such that the crown of the sewer pipe is 18" below the water main.
- B. Where gravity sewers cross water mains the sewer shall be laid such that the crown of the sewer pipe is 18" below the invert of the water main.

3.05 Testing Of Sanitary Sewers:

A. Scope:

1. This recommended practice defines the proper procedures for acceptance testing of installed gravity sewer pipe, using low-pressure air, to provide assurance that the pipe, as installed, is free from significant leaks. Included are requirements for equipment accuracy, safety precautions, line preparation, test method, and minimum holding times. This recommended practice does not cover the testing of manholes.
2. Only lines tested after backfilling to final grade will be considered for acceptability. However, this test may also be used by the installer as a presumptive test to determine the condition of the line prior to backfilling.

B. Definitions:

1. **OWNER:** The person, firm, corporation, or government subdivision entering into contract with the CONTRACTOR for the installation of sewer pipe and appurtenances.
2. **OWNER'S Representative:** The person, firm, corporation or government agency acting for the OWNER as his duly authorized agent on the project.
3. **Inspector:** An authorized representative of the OWNER assigned to make any and all necessary inspections of the work performed, materials, and equipment furnished by the CONTRACTOR.
4. **CONTRACTOR:** The person, firm or corporation entering into the contract with the OWNER for the installation of sewer pipe and appurtenances.
5. **Other Terms:** Whenever in the specifications or drawings the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that a direction, requirement, permission, order, designation, or prescription of the OWNER'S Representative is intended, and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable or satisfactory to, the OWNER'S Representative, unless otherwise expressly stated.

C. Responsibilities:

1. **RESPONSIBILITY OF THE CONTRACTOR:** Unless otherwise specified, the CONTRACTOR shall furnish all the necessary equipment and be responsible for conducting all low-pressure air tests. The CONTRACTOR shall verify the accuracy of all test equipment utilized. Upon request by the OWNER'S Representative the CONTRACTOR shall furnish certified calibration data for test on the equipment utilize performed within the previous 6 calendar months. In addition, the CONTRACTOR is responsible for any necessary repair work on sections that do not pass the test. No sealant shall be used in any newly installed sewer without the prior approval of the ENGINEER. Using sealant in a sewer is not the equivalent of a sound sewer pipe. Proper structural repair work is much preferred and may be required by the OWNER'S Representative or the OWNER.
2. **RESPONSIBILITY OF THE OWNER'S REPRESENTATIVE:** The OWNER'S Representative and/or a qualified Inspector shall witness all low-pressure air tests. The OWNER'S Representative should inform the CONTRACTOR regarding acceptable methods of repair in the event one or more sections fail to pass the low-pressure air test. The OWNER'S Representative should also report to the OWNER regarding the acceptability of the CONTRACTOR'S work.

3. **RESPONSIBILITY OF THE OWNER:** The OWNER shall make a final decision as to the acceptability of the CONTRACTOR'S work based upon the OWNER'S Representative recommendation.

4. **REGULATORY AGENCIES:** Regulatory Agencies at the State, Federal, and/or local level may be legally entitled to witness any air testing and/or review the results. The OWNER or OWNER'S Representative should check to see that the low-pressure air test specified for his installation is at least as stringent as those which may be required by such regulatory bodies.

D. Safety:

1. **PLUG RESTRAINT:** It is extremely important and essential that all plugs be installed and braced in such a way that blowouts are prevented. As an example of the hazard, a force of 250 pounds is exerted on an 8 inch plug by an internal pipe pressure of 5 psig, and a force of 2,250 pounds is exerted on a 24 inch plug by an internal pressure of 5 psig. It must be realized that sudden expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be very dangerous. For this reason it is recommended that every plug be positively braced against the manhole walls, and that no one be allowed in the manhole adjoining a line being tested so long as pressure is maintained in the line.

It is further recommended that no internal pressure of more than 9 psig be permitted except for leak location equipment where the plugs are firmly tied together.

2. **RELIEF VALVE:** All pressurizing equipment used for low-pressure air testing shall include a regulator or relief valve set no higher than 9 psig to avoid over-pressurizing and displacing temporary or permanent plugs. As an added safety precaution, the pressure in the test section should be continuously monitored to make certain that it does not at any time exceed 9 psig. (It may be necessary to apply higher pressure at the control panel to overcome friction in the air supply hose during pressurization.)

E. Equipment:

1. **PLUG DESIGN:** Either mechanical or pneumatic plugs may be used. All plugs shall be designed to resist internal testing pressures without the aid of external bracing or blocking. However, the CONTRACTOR should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.

2. **SINGULAR CONTROL PANEL:** To facilitate test verification by the OWNER'S Representative, all air used shall pass through a single, above ground control panel.

3. **EQUIPMENT CONTROLS:** The above ground air control equipment shall include a shut-off valve, pressure regulating valve, pressure relief valve, input pressure gauge, and a continuous monitoring pressure gauge having a pressure range from 0 to at least 10 psi. The continuous monitoring gauge shall be no less than 4 inches in diameter with minimum divisions of 0.10 psi and a accuracy of +0.04 psi.

4. **SEPARATE HOSES:** Two separate hoses shall be used to: (1) connect the control panel to the sealed line for introducing low-pressure air, and (2) a separate hose connection for constant monitoring of air pressure build-up in the line. This requirement greatly diminishes any chance for over-pressurizing the line.

5. **PNEUMATIC PLUGS:** If pneumatic plugs are utilized, a separate hose shall also be required to inflate the pneumatic plugs from the above ground control panel.

F. Line Preparation

1. **LATERALS, STUBS, AND FITTINGS:** During sewer construction all service laterals, stubs, and fittings into the sewer test section shall be properly capped or plugged so as not to allow for air loss that could cause an erroneous air test result. It may be necessary and is always advisable to restrain gasketed caps, plugs, or short pipe lengths with bracing stakes, clamps and tie-rods, or wire harnesses over the pipe bells.
2. **PIPE WETTING:** Air may pass through some porous pipe materials. If such materials are used, the pipe walls may be wetted to temporarily reduce the porosity of the material. Non-porous pipe materials need not be wetted. **NOTE:** Ramseier found that wetting the pipe will reduce its air loss rate by 96%.

G. Test Procedure:

1. **PLUG INSTALLATION AND TESTING:** After a manhole to manhole reach of pipe has been backfilled to final grade, prepared for testing, and the specified waiting period has elapsed, the plugs shall be placed in the line at each manhole and secured.

It is advisable to seal test all plugs before use. Seal testing may be accomplished by laying one length of pipe on the ground and sealing it at both ends with the plugs to be checked. The sealed pipe should be pressurized to 9 psig. The plugs shall hold against this pressure without bracing and without any movement of the plugs out of the pipe. No persons shall be allowed in the alignment of the pipe during plug testing.

It is advisable to plug the upstream end of the line first to prevent any upstream water from collecting in the test line. This is particularly important in high groundwater situations.

When plugs are being placed, the pipe adjacent to the manhole shall be visually inspected to detect any evidence of shear in the pipe due to differential settlement between the pipe and the manhole. A probable point of leakage is at the junction of the manhole and the pipe, and this fault may be covered by the pipe plug, and thus not revealed by the air test.

2. **LINE PRESSURIZATION:** Low pressure air shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0 psig greater than the average back pressure of any groundwater above the pipe, but not greater than 9.0 psig. If groundwater is present, refer to Section 8 'Determination of Ground Water Elevation and Air Pressure Adjustment.'
3. **PRESSURE STABILIZATION:** After a constant pressure of 4.0 psig (greater than the average groundwater back pressure), is reached, the air supply shall be throttled to maintain that internal pressure for at least 2 minutes. This time permits the temperature of the entering air to equalize with the temperature of the pipe wall.

4. **TIMING PRESSURE LOSS:** When temperatures have been equalized and the pressure stabilized at 4.0 psig (greater than the average groundwater back pressure), the air hose from the control panel to the air supply shall be shut off or disconnected. This continuous monitoring pressure gauge shall then be observed while the pressure is decreased to no less than 3.5 psig (greater than the average back pressure of any groundwater over the pipe). At a reading of 3.5 psig, or any convenient observed pressure reading between 3.5 psig and 4.0 psig (greater than the average groundwater back pressure), timing shall commence with a stop watch or other timing device that is at least 99.8% accurate.

A predetermined required time for a specified pressure drop shall be used to determine the lines acceptability. Traditionally, a pressure drop of 1.0 psig has been specified. However, other pressure drop values may be specified, provided that the required holding times are adjusted accordingly. If the specified pressure drop is 0.5 psig rather than the more traditional 1.0 psig, then the required test times for a 1.0 psig pressure drop must be halved. Specifying a 0.5 psig pressure drop is desirable in that it can reduce the time needed to accomplish the air test without sacrificing test integrity. Therefore, the following subsections contain provisions for both the traditional 1.0 psig pressure drop and the more efficient 0.5 psig pressure drop. All requirements for a specified 0.5 psig drop are given in parentheses.

5. **DETERMINATION OF LINE ACCEPTANCE:** If the time shown in Table I (or Table II), for the designated pipe size and length, elapses before the air pressure drops 1.0 psig (or 0.5 psig); the section undergoing test shall have passed and shall be presumed to be free of defects. The test may be discontinued once the prescribed time has elapsed even though the 1.0 psig (or 0.5 psig) drop has not occurred.

6. **DETERMINATION OF LINE FAILURE:** If the pressure drops 1.0 psig (or 0.5 psig) before the appropriate time shown in Table I or (Table II) has elapsed, the air loss rate shall be considered excessive and the section of pipe has failed the test.

7. **LINE REPAIR OR REPLACEMENT:** If the section fails to meet these requirements, the CONTRACTOR shall determine at his own expense the source, or sources of leakage, and he shall repair or replace all defective materials and/or workmanship to the satisfaction of the ENGINEER. The extent and type of repair which may be allowed, as well as results, shall be subject to the approval of the ENGINEER. The completed pipe installation shall then be retested and required to meet the requirements of this test.

Determination of Groundwater Elevation and Air Pressure Adjustment

a. **APPLICABILITY:** The requirements of this Section shall only apply where groundwater is known to exist or is anticipated above the sewer line to be tested.

b. **PIPE NIPPLE INSTALLATION:** During manhole installation, a one-half inch diameter threaded pipe nipple shall be installed through the manhole wall directly on top of one of the sewer pipes entering the manhole. The threaded end of the nipple shall extend no more than two inches on the inside of the manhole. The total length of the nipple shall exceed the manhole wall thickness by no less than four inches. The pipe nipple shall be non-corrosive and resistant to chemicals common in domestic sewage. Special attention shall be given to providing a permanent, watertight seal around the pipe nipple at the manhole wall. The pipe nipple shall be sealed with a threaded one-half inch cap. Every manhole need not have a pipe nipple. A few key manhole locations should be sufficient to establish a groundwater profile for the test area. The ENGINEER shall assist the CONTRACTOR in selecting appropriate manholes for pipe nipple installation.

c. **GROUND WATER ELEVATION:** Immediately before air testing, the groundwater level shall be determined by removing the threaded cap(s) from the nipple (s) nearest the section to be

tested, blowing air through the pipe nipple(s) to remove any obstructions, and then connecting clear plastic tube(s) to the pipe nipple(s). Each plastic tube shall be held vertically to allow groundwater to rise in it. After the water level in the tube has stopped rising, a measurement of the height in feet of water over the invert of the sewer pipe shall be taken. (See Figure 1.) If the section to be tested is not immediately adjacent to an installed pipe nipple, the groundwater height shall be estimated based upon nearby height readings and the pipe's invert elevation.

- d. **AIR PRESSURE ADJUSTMENT:** The air pressure correction, which must be added to the 3.5 psig normal test starting pressure, shall be calculated by dividing the average vertical height, in feet of groundwater above the invert of the sewer pipe to be tested, by 2.31. The result gives the air pressure correction in pounds per square inch to be added. (For example, if the average vertical height of groundwater above the pipe invert is 2.8 feet, the additional air pressure required would equal 2.8 divided by 2.31 or 1.2 psig. This would require a minimum starting pressure of 3.5 plus 1.2 or 4.7 psig.) The allowable pressure drop of 1.0 psig (or 0.5 psig) and the timing in Table I (or Table II) are not affected and shall remain the same.
- e. **MAXIMUM TEST PRESSURE:** In no case should the starting test pressure exceed 9.0 psig. If the average vertical height of groundwater above the pipe invert is more than 12.7 feet, the section so submerged may be tested using 9.0 psig as the starting test pressure. The 9 psig limit is intended to further ensure workman safety and falls within the range of the pressure monitoring gauges normally used.
- f. **RE-SEALING OF PIPE NIPPLES:** After the groundwater height has been determined, each pipe nipple shall be recapped and sealed to prevent any future infiltration.

9. Test Times

- a. **TEST TIME CRITERIA:** The Ramseier test time criteria requires that no test section shall be accepted if it loses more than Q cubic feet per minute per square foot of internal pipe surface area for any portion containing less than 625 square feet internal pipe surface area. The total leakage from any test section shall not exceed 625 Q cubic feet per minute.
- b. **ALLOWABLE AIR LOSS RATE:** A Q value of 0.0015 cubic feet per minute per square foot shall be utilized to assure the OWNER of quality pipe materials, good workmanship, and tight joints.
- c. **TEST TIME CALCULATION:** All test times shall be calculated using Ramseier's equation:

$$T = 0.085 \quad DKQ$$

- Where:
- T = Shortest time, in seconds, allowed for air pressure to drop 1.0 psig,
 - K = 0.000419 DL, but not less than 1.0,
 - Q = 0.0015 cubic feet/minute/square feet of internal surface,
 - D = Nominal pipe diameter in inches, and
 - L = Length of pipe being tested in feet.

For more efficient testing of long test sections and/or sections of larger diameter pipes, a timed pressure drop of 0.5 psig may be used in lieu of 1.0 psig timed pressure drop. If a 0.5 psig pressure drop is used, the appropriate required test times shall be exactly half as long as those obtained using Ramseier's equation for T cited above.

- d. **TESTING MAIN SEWERS WITH LATERAL SEWERS:** It is often convenient to include connected lateral sewers when testing sewer mains having lateral sewers. If lateral sewers are included in the test, their lengths may generally be ignored for computing required test times. This can be done because in practice, ignoring the branch, lateral, or house sewers will normally increase the severity of the air test whenever the tested surface area is less than 625 square feet so that the total rate of rejection may only be increased about 2%. If the total tested surface area is greater than 625 square feet, ignoring the lateral sewers will only slightly decrease the severity of the test.

In the event a test section, having a total internal surface area less than 625 square feet, fails to pass the air test when lateral sewers have been ignored; the test time shall be recomputed to include all lateral sewers using the following formula:

$$T = 0.085 D_1^2 L_1 + D_2^2 L_2 + \dots + D_n^2 L_n K D_1 L_1 + D_2 L_2 + \dots + D_n L_n Q$$

Where:

T = Shortest time, in seconds, allowed for the air pressure to drop 1.0 psig

K = 0.000419 (D₁ L₁ + D₂ L₂ + . . . + D_n L_n), but not less than 1.0;

Q = 0.0015 cu. ft./min/sq.ft. of internal surface;

D₁, D₂ = Nominal diameters of the different size pipes being tested; etc.

L₁, L₂ = Respective lengths of the different size pipes being tested. etc.

If the recomputed test time is short enough to allow the section tested to pass, then the section shall be presumed to be free of defects and comply with this specification.

- e. SPECIFIED TIME TABLES: To facilitate the proper use of this recommended practice for air testing, the following tables are provided. Table I contains the specified minimum times required for a 1.0 psig pressure drop from a starting pressure of at least 3.5 psig greater than the average back pressure of any groundwater above the pipe's invert. Table II contains specified minimum times required for a 0.5 psig pressure drop from a starting pressure of at least 3.5 psig greater than the average back pressure of any groundwater above the pipe's invert. Both Tables also include easy to use formulas for calculating required test times for various pipe sizes and odd lengths. A series of examples are provided in the Appendix to this recommended practice that demonstrate proper use of the Tables.

TABLE I

SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

1 Pipe Diameter (inches)	2 Minimum Time (min:sec)	3 Length for Minimum Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24	
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48	
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38	
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04	
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41	
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31	
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33	
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48	
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15	
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53	
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46	

TABLE II

SPECIFICATION TIME REQUIRED FOR A 0.5 PSIG PRESSURE DROP
FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q = 0.0015

1 Pipe Diameter (inches)	2 Minimum Time (min:sec)	3 Length for Minimum Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Shown (min:sec)							
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:53	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.67 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:25	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23

H. Examples

1. **PURPOSE:** The purpose of this Appendix is to illustrate the proper application of this recommended practice with regard to appropriate test time selection. The examples that follow include a variety of conditions which may be encountered in the field.
2. **EXAMPLE A :** A manhole to manhole reach of nominal 12 inch pipe is 350 feet long. No lateral connections exist in the reach. What is the required test time for a 0.5 psig pressure drop?
Solution: The required test time can be read directly from Table II. For 350 feet of 12 inch pipe, the required test time is 9:58 (9 minutes and 58 seconds).

3. **EXAMPLE B:** A 350 foot section of nominal 12 inch pipe is ready for testing. A total of 128 feet of 4 inch lateral sewer pipe is connected to the 350 foot section and will be included in the test. What will be the required test time for a 0.5 psig pressure drop?

Solution: Lateral sewers may be disregarded when selecting test times (see Section 9.4). Therefore, the required test time will be the same as for Example A, i.e., 9 minutes and 58 seconds.

Note: If lateral sewers had not been disregarded, the required test time would be 10 minutes and 22 seconds, i.e., only 24 seconds longer.

4. **EXAMPLE C:** What should the required test time be for a 1.0 psig pressure drop in 327 feet of nominal 8 inch diameter pipe between two manholes?

Solution: The exact test time is easily calculated by using Table I. Table I is used because a 1.0 psig pressure drop is specified. Since 327 feet exceeds the 298 foot length associated with the minimum test time for an 8 inch pipeline, the fourth column in Table I shall be used to quickly calculate the required test time as follows:

$$T = 1.520 L = 1.52 \times 327 = 497 \text{ seconds}$$

Therefore, the required test time for a 1.0 psig pressure drop is 497 seconds, or 8 minutes and 17 seconds.

5. **EXAMPLE D:** A manhole to manhole reach of nominal 24 inch pipe is 82 feet long. What is the required test time for a 0.5 psig pressure drop?

Solution: Table II must be used because a 0.5 psig pressure drop is specified. Since 82 feet is less than the 99 foot length associated with the minimum test time for a 24 inch pipeline, the minimum test time shall apply. Thus, the required test time for a 0.5 psig pressure drop must be 11:20 (11 minutes and 20 seconds).

6. **EXAMPLE E:** A 412 foot section of nominal 15 inch sewer pipe has been readied for air testing. A total of 375 feet of nominal 6 inch lateral piping and 148 feet of nominal 4 inch lateral piping branch off of the 15 inch sewer line. All laterals have been capped and/or plugged and will be tested together with the 15 inch main line. The specified pressure drop which will be timed is 0.5 psig. What is the appropriate test time for this pipe network?

Solution: All lateral sewer sizes and lengths may be disregarded since their influence is generally not significant enough to warrant computation (refer to Section 9.4). Table II must be used for a 0.5 psig pressure drop. The fourth column in the Table provides the appropriate formula for calculating the required test time because 412 feet is longer than the third column value of 159 feet.

$$T = 2.671 L = 2.671 \times 412 = 1,100 \text{ seconds}$$

The required test time is 1,100 seconds or 18 minutes and 20 seconds.

7. **EXAMPLE F:** A manhole to manhole reach of nominal 8 inch pipe is only 100 feet long. A total of 300 feet of nominal 4 inch lateral piping is connected to the 100 foot section and will be included in air testing the section. What will be the required test time for a 1.0 psig pressure drop?

Solution: The required test time can be read directly from Table I, since lateral sewers need not be considered. Thus, for 100 feet of 8 inch pipe, the required holding time is 7:34 (7 minutes and 34 seconds). However, should the section fail to meet this test, the required holding time must be recalculated taking into account the connected laterals per Section 9.4. This recalculation is required because the total internal pipe surface area is less than 625 square feet.

Total Area =

$$\pi \frac{D_1 L_1 + D_2 L_2 + \dots + D_n L_n}{12}$$

$$= 3.14 (8 \times 100) + (4 \times 300)$$

$$= 524 \text{ square feet}$$

Thus, using the equation provided in Section 9.4, the required test time should be recomputed as follows:

$$K = 0.000419 (8 \times 100) + (4 \times 300) \\ = 0.838$$

$$0.838 < 1.0 - K = 1.0$$

Note: K will always be 1.0 when the total area is less than 625 square feet.

$$T = 0.085 \frac{(82 \times 100) + (42 \times 300)}{(8 \times 100) + (4 \times 300)} \frac{1.0}{0.0015}$$

$$T = 317 \text{ seconds}$$

The required test time is actually only 317 seconds or 5 minutes and 17 seconds for a 1.0 psig pressure drop. Therefore, if the section is able to meet this test time it shall be passed.

Note: For a specified 0.5 psig pressure drop, the test holding time would be only half as long, i.e. 2 minutes and 38 seconds.

I. Lamp or Mirror Test

As soon as a section of sewer is laid and the manholes are completed the sewer shall be tested in the presence of the ENGINEER.

The sewer shall be lamped and inspected for true alignment and grade and for any foreign matter which may be detected. A complete circle must be visible between manholes. Where any obstruction is met, the sewers shall be cleaned by means of rods or swabs or other instruments. The pipe line shall be straight and show a uniform grade between the manholes.

Any section of sewer failing to pass the above test shall be repaired and again tested until it is within the limits described above.

J. Mandrel (deflection) Test:

1. Mandrel test (deflection test) shall be performed by the CONTRACTOR in order to verify the roundness and proper installation of PVC gravity sewer line.
2. Equipment systems used to perform mandrel tests shall be specifically designed for the pipe material being tested. Mandrels that do not specifically state the size and type of piping for which it is applicable shall not be allowed.
3. Deflection Test:
 - a. The deflection test shall consist of testing PVC gravity sewer pipe for proper installation as per ASTM D3034. The testing shall be accomplished prior to final acceptance, but at least 30 days after the pipe has been backfilled completely to permit stabilization of the soil-pipe envelope, unless directed otherwise by ENGINEER.
 - b. After the pipeline has been installed and backfill materials have been compacted to their required standard densities, the mandrel shall be pulled by hand through the pipeline with a suitable rope or cable that is connected to an eyebolt at one end of the gauge. A similar rope or cable shall be attached to the eyebolt at the opposite end of the mandrel and tension shall be applied to it. This will insure that the mandrel maintains its correct position during testing and also to remove the mandrel if it should become lodged in an excessively deflected pipeline. Winching or other mechanical means of forcing the mandrel through the pipeline is unacceptable. Pipeline deflection testing shall have a deflection not exceeding 5% of the base inside pipe diameter as established by ASTM Standards D3034 and F679.

- c. Permanent record of all testing with locations where excessive pipeline deflections occur shall be made by the ENGINEER after completion of testing on each line.
- d. The CONTRACTOR shall immediately correct or replace all sections of pipe which deflect more than 5%.
- e. All material and labor required for testing and/or replacement of pipelines shall be furnished by the CONTRACTOR.
- f. Pipelines requiring correction and/or replacement shall be retested after an additional 30 day backfill stabilization period or as approved by ENGINEER.

K. Manhole Vacuum Testing:

- 1. Vacuum tests shall be conducted on all newly constructed manholes. Preliminary manhole testing shall take place following construction after all connections are made, and before backfilling. Test results derived from this test will allow time for necessary repairs to be completed before further construction proceeds and hinders such repairs. Final tests must be performed after the manhole has been backfilled.
- 2. Equipment:
 - a. Manhole vacuum tester assembly and vacuum pumps shall be manufactured by Cherne Industries, Inc., or approved equal.
 - b. Pneumatic plugs shall be manufactured by Cherne Industries, Inc. or approved equal. These plugs shall have a sealing length equal to or greater than the diameter of the connecting pipe to be sealed.
- 3. Procedures:
 - a. Plug all manhole entrances and exits other than the manhole top access using suitably sized pneumatic or mechanical pipeline plugs and follow all manufacturer's recommendations and warnings for proper and safe installation of such plugs. Plugs should be inserted a minimum of 6" beyond manhole wall. Make sure such plugs are properly rated for the pressures required for the test. The standard test of 10" Hg. (mercury) is equivalent to approximately 5 PSIG (0.3 bar) backpressure. Unless such plugs are mechanically restrained, it is recommended that the plugs are used with a minimum of two times (2x) safety factor or a minimum of 10 PSIG (0.7 bar) backpressure usage rating. Brace inverts if lines entering the manhole have not been backfilled to prevent pipe from being dislodged and pulled into the manhole.
 - b. Any other openings such as lifting holes shall be sealed with an approved non-shrink grout.
 - c. Install the vacuum tester head assembly at the top of the manhole. Adjust the cross brace to insure that the inflatable sealing element inflates and seals against the straight top section of the manhole or the ring assembly, if possible. (If using a "plate" style manhole tester, position the plate on the manhole ring assembly).
 - d. Attach the vacuum pump assembly to the proper connection on the test head assembly. Make sure the vacuum inlet/outlet valve is in the closed position.
 - e. Following safety precautions and manufacturer's instructions, inflate sealing element to the recommended maximum inflation pressure. Do not over inflate.
 - f. Start the vacuum pump and allow pre-set RPM to stabilize.
 - g. Open the inlet/outlet ball valve and evacuate the manhole to 10" Hg. (approximately negative 5 PSIG, 0.3 bar). Do not pressurize manhole. This may result in manhole damage and/or result in manhole test head dislodging from manhole inlet.
 - h. Close vacuum inlet/outlet ball valve and monitor vacuum for specified test period (see table). If vacuum does not drop in excess of 1" Hg., manhole is considered acceptable and the manhole passes the test. If manhole fails the test, CONTRACTOR shall complete necessary repairs and repeat test procedures until satisfactory results are obtained.

Minimum Test Times for Various Manhole Diameters

depth – feet	Manhole diameter – inches			
	48	60	72	96
8	20 sec	26 sec	33 sec	38
10	25 sec	33 sec	41 sec	48
12	30 sec	39 sec	49 sec	57
14	35 sec	46 sec	57 sec	67
16	40 sec	52 sec	67 sec	76
18	45 sec	59 sec	73 sec	86
20	50 sec	65 sec	81 sec	95
+ 2 ft incr.	+5 sec	+6.5 sec	+8.0 sec	+9.5 sec

(The values listed above are based upon ASTM Specification C1244 “Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test”.)

4. Repeat the above test procedure after backfilling manhole for final acceptance test.
5. All manholes that fail the test or have visible leaks, even if they pass the test, shall be repaired or replaced by the CONTRACTOR until the manholes pass the test to the complete satisfaction of the ENGINEER. Manholes that have any visible leaks will not be accepted.
 - L. Upon completion of the above tests and prior to final acceptance, the City may conduct an inspection of the lines with its T.V. camera. Any defects detected shall be promptly repaired at the CONTRACTOR'S expense.
 - M. No additional compensation will be paid for testing or for making the necessary repairs.

3.06 Clean-Up And Grassing:

- A. After the ditch lines have been sufficiently compacted, all excess material shall be removed from the job site by the CONTRACTOR.
- B. Any trees or undergrowth shall also be removed at the CONTRACTOR'S expense.

All disturbed areas shall have topsoil replaced equal to that before construction began. If necessary, the CONTRACTOR shall provide topsoil.

END OF SECTION 02661

SECTION 02663 – PVC SEWER PIPE AND FITTINGS

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Section Includes	1
1.02 Related Sections	1
1.03 References	1
1.04 Submittals.....	1
1.05 Design and Performance Requirements.....	1
PART 2 - PRODUCTS.....	1
2.01 Materials.....	1
2.02 Manufacturers.....	2
2.03 Manufacturers Testing.....	2
PART 3 - EXECUTION.....	2
3.01 Examination.....	2
3.02 Installation.....	2

SECTION 0263 - PVC SEWER PIPE AND FITTINGS

Page	Article
1	PART 1 - GENERAL
1	1.01 Section Includes
1	1.02 Related Sections
1	1.03 References
1	1.04 Submittals
1	1.05 Design and Performance Requirements
1	PART 2 - PRODUCTS
1	2.01 Materials
2	2.02 Manufacturers
2	2.03 Manufacturer's Testing
2	PART 3 - EXECUTION
2	3.01 Examination
2	3.02 Installation

SECTION 02663 - PVC SEWER PIPE AND FITTINGS

PART 1 - GENERAL

1.01 Section Includes:

This Section of Specifications covers materials and installation for PVC sewer pipe.

1.02 Related Sections:

Section 02249 - Trenching, Backfill & Compaction for Utility Trenches

1.03 Referenced:

- A. ASTM D3034, ASTM Standard for Polyvinyl Chloride (PVC) Plastic Pipe.
- B. ASTM A1784, Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compound.
- C. ASTM D2152, Test for Quality of Extruded Polyvinyl Chloride (PVC) Pipe by Acetone Immersion.

1.04 Submittals:

- A. The CONTRACTOR shall submit to the ENGINEER in accordance with Section 01003 of these Specifications the following items:
 1. Product Data (catalog cuts, manufacturing data, etc).
 2. Manufacturer's certification as to compliance with all tests as outlined in ASTM D2241.
 3. Manufacturer's installation instructions.

1.05 Delivery, Storage and Handling:

- A. The CONTRACTOR shall check all PVC piping for damage during shipment prior to unloading. All pipe shall be completely covered during transportation.
- B. The CONTRACTOR shall rotate stored piping so that old piping is used first.
- C. All piping shall be handled with care to avoid damage to piping.
- D. Piping split, cracked or otherwise damaged shall be removed from the job site.

PART 2 - PRODUCTS

2.01 Materials:

- A. PVC pipe shall conform to ASTM D1784 and be manufactured from PVC compounds that equal or exceed classes PVC 12454-B, PVC 12454-C, or PVC 14333-D as defined in ASTM D1784.
- B. Gaskets shall conform to ASTM D1869.

2.02 Manufacturer

- A. All PVC pipe shall be manufactured according to ASTM D1784.
- B. All PVC pipe shall be acetone tested in accordance with ASTM D2152.
- C. All PVC pipe and fittings shall conform to the requirements of ASTM D3034 (SDR 26).
- D. All PVC pipe shall be manufactured in the United States.
- E. All PVC pipe shall be marked in accordance with ASTM D2241 to indicate manufacturer's name, material designation code, nominal pipe size, and SDR.

2.03 Manufacturer's Testing:

- A. All PVC piping shall be subject to the sustained pressure test, burst pressure test and flattening test as defined in ASTM D2241.
- B. Test specimens shall come from the same lot and same manufacture run as the pipe being furnished.
- C. Certified copies of all test reports shall be submitted to the OWNER'S Representative.

PART 3 - EXECUTION

3.01 Examination:

- A. The CONTRACTOR shall examine all piping and inspect for damage prior to pipe placement.
- B. The CONTRACTOR shall examine the pipe trench for rocks, stones, and other objects that would damage the piping.

3.02 Installation:

- A. Trenching, backfill and compaction shall conform to Section 02 22 49 of these Specifications and to ASTM D2321.
- B. The trench bottom shall be excavated for pipe bells.
- C. Pipe shall be inspected and all dirt and debris removed prior to joining.
- D. Spigot ends of pipe shall be cleaned and lubricated with lubricant supplied by the manufacturer.
- E. The spigot end shall be inserted into the bell end to the reference mark.

END OF SECTION 02663

SECTION 02664 - MANHOLES

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Section Includes	1
1.02 Product Installed But Not Furnished Under This Section	1
1.03 Related Sections	1
1.04 Payment.....	1
1.05 Submittals.....	1
PART 2 - PRODUCTS.....	1
2.01 Materials.....	1
PART 3 - EXECUTION.....	3
3.01 General.....	3

SECTION 0364 - MANHOLE

Page	Contents	Notes
1	PART 1 - GENERAL	
1	1.01 Section Includes	
1	1.02 Provide specified But Not Furnished Under This Section	
1	1.03 Related Sections	
1	1.04 Minor	
1	1.05 Submittals	
1	PART 2 - PRODUCTS	
1	2.01 Materials	
2	PART 3 - EXECUTION	
2	3.01 General	

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 02661 – Gravity Sanitary Sewer System

1.04 Payment:

No separate payment shall be made for manholes, steps, ring, cover, etc. The cost of these or any other related items including all backfill, compaction, excavation, shall be included per the bid schedule of the project.

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

END OF SECTION 02864

- D. Any new openings required in manholes, including existing manholes shall be reinforced and have flexible manhole steel connectors on pipes at the core drilled openings according to the manufacturer's recommendations.
- C. All of the present 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 finished and tied so as to conform to the exact slope, crown and grade of the pavement adjacent thereto.
- B. Manhole inserts for sanitary sewers shall be constructed of cement mortar and shall have the same cross-section as the invert of the sewer which they enclose. The manhole insert shall be carefully formed to the required size and made by grinding and exact changes in sections. Changes in sections of flow through the sewer shall be made to a true curve with a large radius as the size of the manhole will permit. A bench with a slope of one inch per foot shall be constructed on non-shrink grout on either side of the flow channel.
- A. All manholes shall be placed on a foundation of compacted ALDOT Section 801 No. 37 crushed limestone, placed a minimum of 12 inches thick, consolidated in-place with vibratory compaction equipment.

7.01 General

PART 3 - INSTALLATION

- e. Cover, 25-3/4 inches in diameter, 5 inches thick at the rim and 3-1/4 thick at the center, not less than 150 pounds. Frame and Cover shall be East Jordan Iron Works, Inc., Catalog Number V-12441 for standard installation, or equivalent.
 - d. Frame: 7 inches high, 20 1/2 inches clear opening, not less than 250 pounds.
 - c. All frames and covers shall be rated for a minimum of H-30 loading and shall be cast with two non-penetrating type plug holes. Covers shall not have vent holes.
 - 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.
 - a. Manhole frames and covers shall be cast iron and shall conform to ASTM A48, Class 30. Frames 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.
9. Manhole Frame and Cover
- R31-PT of approved equal reinforced plastic shall comply with the requirements of ASTM C178.

SECTION 02800 - TRAFFIC CONTROL

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Section Includes	1
1.02 Related Sections	1
1.03 Payment.....	1
1.04 Reference.....	1
1.05 Submittals.....	1
1.06 Delivery, Storage and Handling	1
PART 2 - PRODUCTS.....	1
2.01 Materials.....	1
PART 3 - EXECUTION.....	2
3.01 Installation.....	2
3.02 Maintenance	2

SECTION 02800 - TREATMENT CONTROL

Page	Article
1	PART 1 - GENERAL
1	1.01 Section Includes
1	1.02 Related Sections
1	1.03 Payment
1	1.04 Reference
1	1.05 Submittals
1	1.06 Delivery, Storage and Handling
1	PART 2 - PRODUCTS
1	2.01 Materials
2	PART 3 - EXECUTION
2	3.01 Installation
2	3.02 Maintenance

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 lump sum bid specified in 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 02920 - GRASSING

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Section Includes	1
1.02 Related Sections	1
1.03 Unit Prices	1
1.04 Performance Requirements.....	1
1.05 Maintenance	1
PART 2 - PRODUCTS.....	2
2.01 Materials.....	2
2.02 Permanent Seeding	2
2.03 Temporary Seeding	3
2.04 Sodding.....	3
2.05 Fertilizer	4
2.06 Agricultural Limestone	4
2.07 Mulch	4
PART 3 - EXECUTION.....	5
3.01 Preparation	5
3.02 Application	5
3.03 Cleaning.....	6

SECTION 02200 - GRASSING

Page	Contents	Article
1	PART 1 - GENERAL	PART 1 - GENERAL
1	1.01 Section Includes	1.01 Section Includes
1	1.02 Related Sections	1.02 Related Sections
1	1.03 Unit Prices	1.03 Unit Prices
1	1.04 Performance Requirements	1.04 Performance Requirements
1	1.05 Maintenance	1.05 Maintenance
2	PART 2 - PRODUCTS	PART 2 - PRODUCTS
2	2.01 Materials	2.01 Materials
2	2.02 Fertilizer Seeding	2.02 Fertilizer Seeding
3	2.03 Turfing Seeding	2.03 Turfing Seeding
3	2.04 Sodding	2.04 Sodding
4	2.05 Paving	2.05 Paving
4	2.06 Agricultural Limestone	2.06 Agricultural Limestone
4	2.07 Muck	2.07 Muck
5	PART 3 - EXECUTION	PART 3 - EXECUTION
5	3.01 Preparation	3.01 Preparation
5	3.02 Application	3.02 Application
6	3.03 Grading	3.03 Grading

SECTION 02920 - GRASSING

PART 2 - PRODUCTS

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

1.03 Unit Prices:

- A. Payment for seeding and mulching shall be as shown in the bid schedule.
- B. Payment for sodding shall be included in the unit prices as shown in the bid schedule for Permanent Grassing, Mulching, and Fertilizing unless otherwise specified. Any area to be sodded shall be as directed by the Engineer.
- C. Payment shall include preparing area for seeding, including but not limited to furnishing and applying top soil, agricultural limestone, fertilizer, seeding and mulching, water as required, and all labor and equipment necessary for complete application and maintenance.

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.

G. 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 20000 - SPECIAL CONDITIONS

Contents

Article	Page
PART 1 - GENERAL.....	1
1.01 Construction Staking.....	1
1.02 Stormwater Management and Erosion Control.....	1
1.03 Existing Utilities.....	1
1.04 Damage to Existing Roadways.....	1
1.05 Traffic Control.....	1
1.06 Material and Equipment Storage.....	1
1.07 Rock Excavation.....	2
1.08 Construction Document Versus Existing Site Conditions.....	2
1.09 Existing Roadway and Driveway Closure.....	2
1.10 Payment.....	2

SECTION 20000 - SPECIAL CONDITIONS

Page	Article
1	PART 1 - GENERAL
1	1.01 Construction Start
1	1.02 Stormwater Management and Erosion Control
1	1.03 Existing Utilities
1	1.04 Damage to Existing Roadways
1	1.05 Traffic Control
1	1.06 Material and Equipment Storage
2	1.07 Rock Excavation
2	1.08 Construction Document Versus Existing Site Conditions
2	1.09 Existing Roadway and Driveway Closures
2	1.10 Payment

SECTION 02000 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 Construction Staking:

All construction staking will be performed by the ENGINEER.

1.02 Stormwater Management and Erosion Control:

As previously stated in Section 02225 Storm Water Monitoring and Temporary Erosion Control, the CONTRACTOR shall be responsible for obtaining a General Construction Permit from the Alabama Department of Environmental Management (ADEM). The CONTRACTOR will be responsible for his operations that may require monitoring, oil and grease, COD, BOD, etc. as outlined in ADEM Administrative Code Chapter 335-6-12.

Payment for installation of Temporary Erosion Control items and maintenance thereof will be per the unit price schedule. The CONTRACTOR should be reminded that erosion control includes off-site tracking of mud; therefore the CONTRACTOR should anticipate daily (minimum) washing of adjacent roads (Section 01800). Any fines incurred by the OWNER as a result of the CONTRACTOR not adhering to all the requirements of the Storm Water Permit shall be borne by the Contractor.

1.03 Existing Utilities:

Locations of existing utilities where indicated on the construction plans, are based on information provided by the utilities OWNER(S). 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

- a. 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.
- b. 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 Rock Excavation:

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

1.08 Construction Documents versus Existing Site Conditions:

The CONTRACTOR shall notify the ENGINEER within seven (7) days after issuance of letter of intent of any discrepancies found between construction documents and actual field conditions.

1.09 Existing Roadway and Driveway Closure:

All private drives shall be accessible at all times. During construction it may be necessary to temporarily close an existing drive. The drive shall be reopened as soon as possible.

No existing roadway or drive shall remain closed at the end of a work day and/or for a 24 hour period unless specific authorization is granted in advance by the owner.

Existing roadways and drives shall remain clean of dirt and debris associated with the project at the end of each work day. Payment for this work is incidental to the project and further discussed in Section 01701 "Contract Closeout" and Section 01800 "Cleaning and Maintenance".

1.10 Payment:

Payment for any item not itemized in the bid schedule shall be considered incidental.

END OF SECTION 20000

Client#: 1105118

JOHNPLO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2015

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 USI Ins Svcs C/L Tuscaloosa 1701 McFarland Blvd., N Tuscaloosa, AL 35406 205 345-6363	CONTACT NAME: Jerry Plott	
	PHONE (A/C, No, Ext): 205-345-6363 FAX (A/C, No): E-MAIL ADDRESS: jerry.plott@usi.biz	
INSURED John Plott Company, Inc. P.O. Box 20183 Tuscaloosa, AL 35402-0183	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Travelers PropCas Co of America	25674
	INSURER C : St. Paul Fire and Marine Ins Co	24767
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP1081577	11/10/2014	11/10/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CPP1081577	11/10/2014	11/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPP1081577	11/10/2014	11/10/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
B	Equipment		QT6609D917265TIL14	11/10/2014	11/10/2015	\$571,000 Blanket Rented Equip Cov., \$1,000 Ded
C	Excess Liability		ZUP12N112814NF	11/10/2014	11/10/2015	\$10,000,000 Excess Liab

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

RE: Rosewood Sanitary Sewer Improvements Project Phase Two, City Project No. A12-1617. In regard to this project, the City of Tuscaloosa, its officers, agents and employees are named as Additional Insured with regard to General Liability and Auto Liability on a primary and non-contributory basis and Waiver of Subrogation is made on behalf of the City of Tuscaloosa, its officers, agents, employees and Program Coordinator. 30 days NOC to apply.

CERTIFICATE HOLDER

CANCELLATION

City of Tuscaloosa
P.O. Box 2089
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



© 1988-2010 ACORD CORPORATION. All rights reserved.

AGREEMENT

CERTIFICATE OF LIABILITY INSURANCE

Class 100118

FORM 10

DATE OF ISSUE
11/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN.

INSURANCE COMPANY	THE FARMERS GROUP, INC.
ADDRESS	10000 N. CENTRAL AVENUE TUCSON, AZ 85704
PHONE	520-545-0883
AGENT	THE FARMERS GROUP, INC.
AGENT ADDRESS	10000 N. CENTRAL AVENUE TUCSON, AZ 85704
AGENT PHONE	520-545-0883

THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN.

CLASSIFICATION	DESCRIPTION	AMOUNT	COVERAGE
1001	General Liability	\$1,000,000	Auto Liability, Fire, Theft, Vandalism, etc.
1002	Professional Liability	\$1,000,000	Errors and Omissions
1003	Commercial Auto	\$1,000,000	Auto Liability, Fire, Theft, Vandalism, etc.
1004	Workers Compensation	\$1,000,000	Medical Benefits, Disability, etc.
1005	Employers Liability	\$1,000,000	Medical Benefits, Disability, etc.
1006	Commercial Property	\$1,000,000	Fire, Theft, Vandalism, etc.
1007	Commercial Crime	\$1,000,000	Auto Theft, Burglary, etc.
1008	Commercial Umbrella	\$1,000,000	Excess Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN. THIS CERTIFICATE DOES NOT REPRESENT A CONTRACT. THE POLICY CONTRACT IS THE POLICY SCHEDULED HEREIN.

AGREEMENT: I have read the above description of the policy and agree to the terms and conditions of the policy. I understand that the policy is issued as a matter of information only and does not represent a contract. The policy contract is the policy scheduled herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services:	14
Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other		
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

j. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions. j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b) Any express warranty unauthorized by you;

c) Any physical or chemical change in the product made intentionally by the vendor;

d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) This insurance does not apply to any insured person or organization:

a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

c) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

(c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

or the additional insured; or

2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b) Supervisory, inspection, architectural or engineering activities.

3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

(1) Condition 5. **Other Insurance** is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

(2) The names and addresses of any listed persons and witnesses and

(3) The nature and location of any injury or damage and all of the documents of evidence

The report shall apply only when the occurrence of an accident is known to an authorized representative

It is the duty of the insured to report any accident or loss to the insurer as soon as possible and to cooperate in the investigation and settlement of the claim

You must see to it that we are notified as soon as possible of an occurrence of an accident which may result in a claim. To the extent possible, you should include

(1) How, when and where the occurrence or loss took place



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2015

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 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	
INSURED John Plott Co., Inc. PO Box 20183 Tuscaloosa AL 35402	INSURER A : Ala Branch of AGC of Amer Inc SIF #0100R A-VI		NAIC # N/A
	INSURER B : Safety National Casualty Corp. (reinsurance)A+XIII		15105
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 25244167

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 - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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	WP042-2015-AL SP4052118	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
B			N/A		1/1/2015	1/1/2016	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+ XIII
 RE: Rosewood Sanitary Sewer Improvements Project Phase Two, City Project No. A12-1617 - Waiver of Subrogation provided on behalf of City of Tuscaloosa with regard to this project.

CERTIFICATE HOLDER**CANCELLATION**

City of Tuscaloosa PO Box 2089 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  Debbie Grimm

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

