



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Hilliard N. Fletcher WRRF RAS Pumping Improvements
City of Tuscaloosa

Project documents obtained from www.CentralBidding.com

26-Feb-2026 04:36:15 PM



2111 Parkway Office Circle
Birmingham, AL 35244

TEL 205.443.3080
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www.GarverUSA.com

ADDENDUM NO. 1

Date: February 25, 2026

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements

Tuscaloosa Project No.: File No. OCA-26-0024

Garver Project No.: 2500802

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This Addendum No. 1, including all attachments shall become part of the Contract and all provisions of the Contract shall apply thereto, with exception to the items listed under "Other Project Information" at the end of this Addendum, which are supplements provided for the Contractor's convenience. **The time provided for completion of the Contract has not been changed by this addendum.** Acknowledgement of receipt of this Addendum must be noted in the appropriate section of the Bid Proposal and included with the Contract Documents.

A. SPECIFICATIONS – Volume 1

1. Remove and replace within 09 96 00 High Performance Coatings Section 3.9.A.3 with the following:
" 3. System 3: As required per Section 40 23 39.1 Processing Piping Schedule."
2. Remove the following specification section in their entirety and replace with the same:
 - a. Division 00: City of Tuscaloosa Front Ends
 - b. Division 01: 01 20 00 Price and Payment Procedures
 - c. Division 40: 40 05 06 Process Piping Specialties
 - d. Division 43: 43 25 29.1 RAS Pump Data Sheet
3. Add the following specification section in its entirety:
 - a. Division 40: 40 73 13 Pressure Gauges

B. DRAWINGS – Volume 2

1. N/A

C. OTHER PROJECT INFORMATION (Non-Contract Documents)

2. Other project information (non-contract documents) has been made available for the Contractor's convenience and includes the following:
 - a. Questions and Answers No. 1
 - b. Prebid Meeting Information
 - c. Record Drawing References

By: _____

Matt Tabor, P.E.
Project Manager

Attachments:

1. Specifications:
 - a. Division 00: City of Tuscaloosa Front Ends
 - b. Division 01: 01 20 00 Price and Payment Procedures
 - c. Division 09: 09 96 00 High Performance Coatings
 - d. Division 40: 40 05 06 Process Piping Specialties
40 73 13 Pressure Gauges
 - e. Division 43: 43 25 29.1 RAS Pump Data Sheet
2. Standard Details:
 - a. None
3. Drawings:
 - a. None

END OF ADDENDUM NO.1

CITY OF TUSCALOOSA, ALABAMA



PUBLIC WORKS CONTRACT

WALTER MADDOX, MAYOR

CITY COUNCIL OF TUSCALOOSA

Council Members:

Joseph Eatmon

Raevan Howard Williams

Norman Crow

Lee Busby

Kip Tyner

John Faile

Cassius Lanier

Scott Holmes, City Attorney

PROJECT: Hilliard N. Fletcher WRRF RAS Pumping Improvements

FILE: OCA-26-0024 **WATER & SEWER NO.:** 2500802

DEPARTMENT: Water and Sewer

CONTRACTOR: _____

(2026)

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
TITLE PAGE	i
TABLE OF CONTENTS	ii
SECTION ONE: ADVERTISEMENT AND NOTICE FOR BIDS	1
SECTION TWO: INSTRUCTIONS TO BIDDERS	2
SECTION THREE: BID PROPOSAL	12
ATTACHMENT A: BID PROPOSAL	19
ATTACHMENT B: LIST OF MANUFACTURERS	21
SECTION FOUR: BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA	22
SECTION FIVE: CONTRACT	24
ARTICLE I. GENERALLY	24
ARTICLE II. PAYMENTS, CLAIMS, CHARGES & SALES AND USE TAX	27
ARTICLE III. TIME, TERMINATION & LIQUIDATED DAMAGES	33
ARTICLE IV. WORK AND MATERIALS	36
ARTICLE V. INSURANCE, LIABILITY & INDEMINFICATION	47
ARTICLE VI. OBSERVATION OF THE PROJECT	52
ARTICLE VII. PROJECT COMPLETION	55
ARTICLE VIII. WARRANTY AND GUARANTEES	58
ARTICLE IX. LAWS & PERMITS	60
ARTICLE X. MISCELLANEOUS CLAUSES	64
SIGNATURE PAGE	71
SECTION SIX. PERFORMANCE BOND	72
SECTION SEVEN. LABOR AND MATERIAL BOND	74
CONTRACTOR'S RELEASE OF LIENS AND CLAIMS	76
ROOFING GUARANTEE	78
ASBESTOS AFFIDAVIT	80
NOTICE OF CONDITIONAL BID AWARD	81
NOTICE TO PROCEED WITH PUBLIC WORKS PROJECT	83

CONTRACT CHANGE ORDER	84
CONTRACT CHANGE ORDER REQUEST	86
NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT	88

**CITY OF TUSCALOOSA
ADVERTISEMENT FOR BIDS**

**Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 Water & Sewer Number: 2500802**

Sealed Bid Proposals will be received by the City of Tuscaloosa, at the Council Chamber of City Hall, 2201 University Boulevard, on Monday, March 2, 2026, at 10:00 a.m. local time for this project, at which time bids will be opened and read.

Pre-Bid Conference: Attendance at the MANDATORY Pre-Bid Conference is required in order for a General Contractor to submit a bid on this Project. The Pre-Bid Conference will be held at the Council Chamber of City Hall, 2201 University Boulevard, on Monday, February 23, 2026, at 10:00 a.m. local time. Parking and Entry to City Hall: Free visitor parking is provided in the Intermodal Facility (parking deck) at 2230 7th Street. Access City Hall through the 4th-floor skywalk entrance to Security.

Project Scope: The project includes, but is not limited to, replacement of the existing return activated sludge (RAS) pumps and associated valving located in the blower building at the Hilliard N. Fletcher WRRF. Additional improvements include general rehabilitation of the pump area including replacement platforms and grating, select demolition necessary for new pumping units, and painting/protective coating refurbishment.

Award of the contract will be made within sixty (60) calendar days from the date of the bid opening.

Plans and Specifications: Plans and specifications and all related Contract Documents are open for public inspection at the office of Hilliard N. Fletcher WRRF, located at 4010 Reese Phifer Avenue, Tuscaloosa, Alabama 35401 and plans, specifications and other elements of the contract documents may be obtained from the office of the Engineer Garver, designated as the office of the awarding authority for this purpose, located at 2111 Parkway Office Circle #100, Birmingham, AL 35244. The contact person for the project is Matt Tabor, PE, Project Manager. They can be reached at MLTabor@GarverUSA.com or (205) 443-3080.

Official Bid Documents can also be downloaded at www.centralbidding.com. Electronic Bids can be submitted at www.centralbidding.com. For any questions about the electronic bidding process, please contact Central Bidding at 225-810-4814 or support@centralbidding.com.

CITY OF TUSCALOOSA
SECTION TWO- INSTRUCTION TO BIDDERS

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements

File Number: OCA-26-0024

Water & Sewer Number: 2500802

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" the City of Tuscaloosa, Alabama.

"Bid" the written offer for the Work contemplated, made out and submitted by the Bidder in the required manner, on the prescribed Bid Proposal Form, property signed and guaranteed.

"Bidder" the person or persons, firm, partnership, association, corporation, or combination thereof, submitting a Bid for the Work, or any portion thereof, acting directly or through a duly authorized representative who has met the licensing requirements for general contracting as required by Title 34, Chapter 8, Code of Alabama (1975), as amended.

"City" or "Owner" the City of Tuscaloosa, Alabama, as the awarding authority or its authorized and legal representatives, including the City's Project Manager.

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

"Contract Agreement" the written Contract Agreement for Construction executed between the Awarding Authority and the successful Bidder, covering the performance of the Work, by which the Contractor is bound to perform the Work and to furnish the labor, materials, and equipment under the terms of the Contract Documents, and by which the Awarding Authority is obligated to compensate the Contractor therefore at the mutually established and accepted rate or price, or as hereinafter provided.

"Contractor" The person or persons, company, firm, partnership, association, corporation, limited liability company, cooperative or combination thereof, the Party of the Second Part to the Contract Agreement, acting directly or through its agents or employees.

"Engineer/Architect/Designer" The professional person, firm, association, or corporation who, having met requirements of Title 34, Code of Alabama (1975), as amended, has indicated by seal or signature and license number that full responsibility has been accepted for the design, and who has been employed by the Awarding Authority, or in case of the termination of his

employment, his successor designated by the Awarding Authority, to furnish the drawings and specifications in the Contract Document. If no Construction Manager is employed, then the Engineer/Architect/Designer is the representative of the City of Tuscaloosa, Alabama on the Project.

"Project" the Public Work to which these Instructions to Bidders 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.

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 totality of the contract documents. Work shall mean whatever is done or required of the Contractor to perform and complete its duties under the Contract Documents including, without limitation, the following: construction of the whole or designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat light cooling and all other utilities as required by the Contract Documents.

4. Bidding, Generally:

A. i. Paper Bids must be enclosed in a sealed envelope, addressed to the City of Tuscaloosa, Attention: Office of the City Attorney, Tuscaloosa City Hall

Physical Address: 2201 University Boulevard, Tuscaloosa, Alabama 35401

Mailing Address: P.O. Box 2089, Tuscaloosa, Alabama 35403

ii. Electronic Bids must be submitted by controlled, secure electronic means through Central Bidding at www.centralbidding.com. For any questions about the electronic bidding process, please contact Central Bidding at 225-810-4814 or support@centralbidding.com. Electronic bids will comply with all listed conditions.

B. Bids shall be labeled on the outside of the sealed envelope to indicate the Project Name and include the following language: "Bid Enclosed."

C. Bids shall be labeled on the outside of the sealed envelope with the General Contractor's license number and failure to do so will result in the bid being rejected unopened.

D. When submitting a bid, Bidders must use proposal forms contained in the contract documents or bid schedules provided to plan holders. Bidders shall state the amount bid for each item as shown therein and all blanks shall be properly filled in and the bid proposal executed as required.

E. All sealed Bids shall include a copy of the General Contractor's license and failure to include a copy of the bidder's General Contractor license within the sealed bid will result in the bid being rejected as non-responsive.

F. Any bidder may withdraw their bid, either personally or by written request 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.

- G. Any unauthorized conditions, to the bid proposal, except as otherwise provided herein, may be deemed as non-responsive and cause its rejection.
- H. Unbalanced bids may be subject to rejection at the discretion of the City.
- I. 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.
- J. Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless either:
 - (i) The Bidder provides a reasonable explanation in writing within the sealed bid and this explanation provided by the bidder is accepted by the Owner; or
 - (ii) Before the deadline for sealed bids to be turned in, the Owner has waived in writing (by Addendum or otherwise) this requirement that prices for mobilization and demobilization combined shall not exceed 5% of the total base bid.
- K. **The price or cost of all items bid shall remain in effect for a period of sixty (60) days after Notice of Award.**

5. Responsible, responsive bidders

- A. The City may make such investigations as it 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 within the City's preferred timeline.
- B. The City reserves the right to reject any bid from a non-responsible bidder and/or whose bid proposal is non-responsive, as determined by the City. 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:
 - i. Types or kinds of materials or items best suited to the City's needs for the Project.
 - ii. The current financial statement provided by the bidder and/or the bidder's bonding capability or limits.
 - iii. An accurate inventory of equipment to be used on the Project.
 - iv. A list of key personnel who will work on the Project; and detailed histories of key personnel's qualifications and/or experience.
 - v. List of current projects and the status of those projects to determine the capacity of the contractor and/or its personnel and workforce.
- C. The City may consider similar work performed within the last five (5) years by any person, firm, or corporation associated with the Bidder, key personnel of the Bidder and/or Members, Officers and Directors of the Bidder.
- D. The City may consider references familiar with the bidder's competence, qualifications, experience, capabilities, skill and integrity.
- E. The City may consider Bidder's bankruptcies, judgments, liens or litigation (including any arbitration or mediation proceedings) to which the bidder (the legal entity, corporation, LLC, company), officers and the key personnel on the Project are a party to or have been a party to.

- F. The Bidder's General Contractor's State license number and class.
- G. Bidder's performance and prosecution of past projects for the City of Tuscaloosa and listed references.
- H. An unbalanced bid.
- I. Other information asked for and supplied in the bid proposal.

6. Bid Bonds: Each bidder must submit with its bid, a cashier's 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 cashier's 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.

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 will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed. 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 based on 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, may be waived by the City and therefore may not cause a bid to be non-responsive.

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 fourteen (14) 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:

i. 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.

ii. 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.

iii. Awarding with 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.

10. Materials and Work: All materials, which the architect or engineering plans specify or require, 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 Project Manager 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.

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 fifteen (15) 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 fifteen (15) 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. Unless otherwise agreed by the parties in writing, 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 twenty (20) 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 attorney 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). If the City deems that additional evidence or clarification, etc., of insurance is appropriate, the bidder shall promptly furnish the same to the City upon request.

16. Examination of Contract Documents and of the Site of the Project: Before submitting a bid proposal for the Project, each bidder shall carefully examine the Contract Documents, including but not limited to plans, drawings, specifications, contract, etc., visit the site, and satisfy itself as to the nature and location of the Project, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, any other work being performed or proposed thereon at the time of submission of their bids. It shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Project for which they submit their

proposals. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and visit and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction, all information concerning site and surface conditions.

17. Subsurface Reports: Prior to Bid opening, the City will make available to prospective Bidders, upon request, any information that it may have as to subsurface conditions and surface topography at the work site. Investigations of subsurface conditions were made for the purpose of study and design, and neither the City nor its consultants that performed such testing assume any responsibility whatsoever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

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

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

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

18. Interpretation of Plans and Specifications: If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed contract documents, he may submit to the Engineer/Architect or Construction Manager, as the case may be, a written request for an interpretation thereof at least ten (10) days prior to bid opening or as otherwise proscribed in the bid documents. 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 successful bidder shall comply with 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 themselves of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances applicable 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 regulations and/or permits, 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 staff of the City of Tuscaloosa.

24. Compliance with Immigration Law. If the bidder is awarded the contract, by signing the contract, the contractor affirms, 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.

25. Compliance with the Affordable Health Care Act. If the bidder is awarded the contract, they must 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.

27. Compliance with Code of Ala. 41-16-5. By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

[END OF SECTION TWO- INSTRUCTION TO BIDDERS]

**CITY OF TUSCALOOSA
SECTION THREE- BID PROPOSAL**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

For Trade Package Bids (when applicable):

Trade: _____
Trade Package No.: _____

BIDDER (name of legal entity): _____

Address: _____
Phone: _____ **Email:** _____

NAME OF CONTACT PERSON FOR BIDDER: _____
PHONE AND EMAIL: _____

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

Alabama General Contractor Specialty _____

Alabama General Contractor License Major Categories:

(1) _____ (2) _____

ADDENDA: The Bidder hereby acknowledges that they received Addenda No's. _____, _____, _____, _____, _____ (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 their 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:
_____ Dollars and _____ cents
(\$ _____) (Amount written in words has precedence)

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

UNIT PRICES: Where the Project is bid in unit prices then Bidder agrees to perform the work in the stated quantities of the materials at the unit prices so bid, the cumulative total of which constitutes the base bid set forth below, and to accept as final payment for the work performed

under this Project as herein specified the extension of each such unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

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

Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless either:

(i) The Bidder provides a reasonable explanation in writing within the sealed bid and this explanation provided by the bidder is accepted by the Owner; or

(ii) Before the deadline for sealed bids to be turned in, the Owner has waived in writing (by Addendum or otherwise) this requirement that prices for mobilization and demobilization combined shall not exceed 5% of the total base bid.

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.

BID:

	Material	Quantity	Unit Price	TOTAL
1.	<u>Use provided Bid Schedule</u>			
2.	_____			
3.	_____			
		TOTAL BASE BID	\$	_____

*** Please use any provided Bid Schedule per any directions given by the Owner. If no Bid Schedule has been provided by the Owner, please use the allotted space above and attach extra sheets as necessary.**

SALES AND USE TAX SAVINGS ACCOUNTING:

Contractor MUST account for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES AND USE TAX

BASE BID: \$ _____

Additive Alternate (if applicable): \$ _____

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

AS BUILT DRAWINGS: The Bidder's Proposal contains \$ _____ 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 they have checked and verified the completeness of the Contract Documents and that they have exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at their conclusions. The Bidder shall be fully responsible for any and all damages or liability arising out of their own or their subcontractors' pre-bid investigations.

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 agrees that they have carefully examined the Contract documents for the construction of the Project and they have checked and verified the completeness of the Contract Documents, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that they are 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 their 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 they understand and agree 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, they also understand and agree 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: Bidder MUST submit the following list of at least three (3) clients for whom projects involving the construction of similar projects which have been performed within the past five (5) years. Contractors must specify their role as Prime Contractor or subcontractor (Experience as Prime Contractor is expected and preferred):

1.

Name of Client	Telephone Number
----------------	------------------

Name/Address of Project and City	Prime or subcontractor?
----------------------------------	-------------------------

Facility/Type of Project	Size	Date
--------------------------	------	------

Name of Engineer/Architect/Engineering Firm	Telephone Number
---	------------------

2.

Name of Client	Telephone Number
----------------	------------------

Name/Address of Project and City	Prime or subcontractor?
----------------------------------	-------------------------

Facility/Type of Project	Size	Date
--------------------------	------	------

Name of Engineer/Architect/Engineering Firm	Telephone Number
---	------------------

3.

Name of Client	Telephone Number
----------------	------------------

Name/Address of Project and City	Prime or subcontractor?
----------------------------------	-------------------------

Facility /Type of Project	Size	Date
---------------------------	------	------

Name of Engineer/Architect /Engineering Firm	Telephone Number
--	------------------

***Add additional references on separate sheets as desired.**

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), , unless waived by the City in writing.

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

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

Description of Work _____

Name

_____, _____, _____
Street City State Zip

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

_____ whose address is

_____, _____, _____
Street City State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

The Bidder declares that they understand and agree 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, the Bidder 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.

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.

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set their 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 _____ day of _____, 20__.

Name of Corporation

(seal)

By _____
Title: _____

Attest _____
Secretary

Attached hereto is a Bid Bond or (Check) for the sum of \$ _____
according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____ day of _____, 20__.

BY: _____

Title

[END OF SECTION THREE- BID PROPOSAL]

Attachment A – Bid Proposal

Hilliard N. Fletcher WRRF RAS Pumping Improvements

(For additional information, reference Section 01 20 00 – PRICE AND PAYMENT PROCEDURES)

Base Bid

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price/Unit Price in words)	Unit Price	Bid Price
1	1 LS	Mobilization and demobilization for the lump sum of (maximum of 5% of base bid): _____	N/A	\$
2	1 LS	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of: _____	N/A	\$
3	4 EA	Furnish and install one (1) 16-inch flanged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve. _____	\$	\$
4	1 LS	Contingency Allowance to be used on a change authorization basis for items required during completion of the Project to be used solely at the discretion of the Owner, for the lump sum of: <u>One Hundred Thousand Dollars</u>	N/A	\$ 100,000
Total Base Bid Price				\$

Deductive Alternates

Deductive Alternate Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves. <hr/> <hr/>	N/A	\$
2	1 LS	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves. <hr/> <hr/>	N/A	\$
3	1 LS	Deduct the cost to purchase RAS Pump No. 2. <hr/> <hr/>	N/A	\$
4	1 LS	Deduct all work associated with the replacement of RAS Pump No. 5 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves. <hr/> <hr/>	N/A	\$

Attachment B – List of Manufacturers

Hilliard N. Fletcher WRRF RAS Pumping Improvements

Specification Section	Equipment	Base Bid Equipment Manufacturer (Circle One)
43 25 29	Submersible Pumps, Dry Pit Installation	1. Flygt 2. ABS

**CITY OF TUSCALOOSA
SECTION FOUR- BID BOND**

BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal; and _____
_____ 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 _____
_____ 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 this Project.

NOW, THEREFORE,

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

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall in no way be impaired or affected by any extension of the time within which
the City may accept such Bid; 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 _____ day of _____, 20____ 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:

_____ (SEAL)

By: _____

Title: _____

Address: _____

SURETY:

_____ (SEAL)

(Business Address)

ATTEST:

By: _____

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, but in no event more than \$10,000.00, in lieu of a Corporate Surety, under the same terms.

[END OF SECTION FOUR- BID BOND]

**CITY OF TUSCALOOSA
SECTION FIVE- CONTRACT**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements

File Number: OCA-26-0024

Water & Sewer Number: 2500802

THIS AGREEMENT made and entered into by and between _____, 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, in consideration of the amounts herein named and of the mutual agreements and provisions herein contained, the Contractor agrees to perform the "work" (or the "Project") for the benefit of the City.

ARTICLE I. GENERALLY

A. **Contract Documents:** As used throughout the documents constituting the contract, the term "Contract Documents" shall mean and include the following: Any subsequent Change Orders, Advertisement for Bids, Addenda (if issued), the Instructions to Bidders, the Bid Proposal, the General Specifications, Detail Specifications, Supplemental and Special Conditions (if attached), together with this Contract Agreement and any modifications, 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, proof of compliance with the insurance requirements (including certificates of insurance as specified within this contract) and E-Verify Proof of Enrollment. (Awarded Bidder must show evidence of being enrolled in the U.S. Government E-Verify Program. Said evidence shall be submitted with this Contract for. Failure to do so will be grounds for Contract not to be executed.)

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

B. **Independent Contractor:** The Contractor enters into this Contract with the City as an independent contractor and, as such, agrees that neither the City nor its officers, agents, employees or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Contract. The Contractor shall be solely responsible for controlling construction manner, means and techniques consistent with the contract documents, plans and specifications.

C. **Order of Precedence:** Should there be a direct conflict between the various elements of the contract documents to the extent that the same cannot be reconciled, then precedence shall be given the same in the following order:

1. Subsequent modifications written and fully executed by the parties (change orders or amendments)
2. Addenda issued prior to bidding.
3. Supplemental general conditions and special conditions.
4. This Agreement.
5. General and technical specifications
6. Large Scale Drawings.
7. Enlarged Plans.
8. Plans.
9. Instructions to bidders.
10. Advertisement for bids.
11. Proposal (Bid).

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 and properly executed by all 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. The Parties agree that jurisdiction and venue of all matters

relating to this Agreement shall be vested exclusively in the federal and state courts located in or serving Tuscaloosa County in the State of Alabama.

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. 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 article, section, other subdivision or exhibit.
5. 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 that the City has elected to engage the services of a Construction Manager for the work on this Project, 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:** Unless otherwise indicated by the Owner, Contractor shall withhold and pay 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), any contractor performing a public works contract in which any state, county, or municipal funds are utilized shall be allowed reimbursement for any additional severance, sales, or use taxes incurred by the contractor as a result of an increase in the rate of severance, sales, or use taxes imposed during the time of performance of the contract. Time of performance shall be the time the contractor submits the bid until completion of the contract. For more details about Sales And Use Tax, see Article II., J. below.

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 Project Manager. The Contractor shall pay for these shop drawings or and submittals 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 Project Manager.

ARTICLE II. PAYMENTS, CLAIMS, CHARGES & SALES AND USE TAX

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 _____

_____ (\$ _____) and/or in unit prices as shown in Bidder's schedule for the base bid amount of \$ _____, being the amount of the Contractor's bid as awarded by the City.

B. Estimated Quantities and Unit Prices: If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Proposal are unit prices. The estimated quantities as stated in the Advertisement for Bids and in the Proposal and as indicated on the plans or in other places are approximate only, are subject either to increase or decrease and are only for the purpose of comparing on uniform basis the bids offered for the Project under this contract. The Contractor further agrees that should the quantities of any of the items of the work be increased, he will do the additional work at the unit prices set out in the Proposal and should the quantities be decreased, payment will be made on actual quantities at the unit prices and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

C. Overtime Work by Contractor: If the Contractor for his convenience and at his own expense should desire to carry on his work at night or outside regular hours, he shall submit written notice to the Engineer/Architect and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than 24 hours before such overtime work is started. The Contractor must obtain, through the Engineer/Architect, the City's approval for work at night, on Saturdays, Sundays or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

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

If the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's resident inspector salaries 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 listed grounds for withholding payment 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 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; or
- 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 (10%) 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 City Project Manager and shall not implement such change until having notified the City Project Manager. If the change is minor in the opinion of the City Project Manager 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 Project Manager 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 Project Manager. The City Project Manager or another City representative, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The City Project Manager or another 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.

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:**

1. Sales and Use taxes are not to be included in the bid. The project will be administered in compliance with Alabama state law regarding sales and use taxes.

2. The Contractor shall be responsible for obtaining a Certificate of Sales and Use Tax Exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project.

3. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption.

4. The estimated 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.

5. The City may choose, in writing, to direct the Contractor to include Sales and Use taxes in their bid and shall direct this during the Pre-Bid Conference held before bids are accepted (and confirmed in writing in the pre-bid agenda or by written addenda following the Pre-bid Conference) and/or directed by addenda before bids are accepted.

ARTICLE III. TIME, TERMINATION & LIQUIDATED DAMAGES

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 180 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 listed below, 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:

1. 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 the Contractor 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. 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.

2. The City 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.

3. **Loss of Grant Funds.** It is understood and agreed by and between the parties that to the extent any of the compensation to CONTRACTOR is payable by OWNER from the proceeds of a Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the CONTRACTOR agrees it shall immediately terminate the provision of any work on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the CONTRACTOR, for (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, OWNER will not be liable to CONTRACTOR or any of CONTRACTOR's subconsultants for any work done after the date of notice, nor will the loss of Grant funds and termination this contract constitute the basis of any claim whatsoever against OWNER by CONTRACTOR. Further, CONTRACTOR agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from CONTRACTOR and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of CONTRACTOR or any of CONTRACTOR's subcontractors failure to perform services, then CONTRACTOR shall be liable to OWNER and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

D. **Liquidated Damages:** Should the work under this contract not be completed within the time specified, scheduled or as extended, it is understood and agreed that there may be deducted by the City or Engineer/Architect from the partial and/or final payments to the Contractor or otherwise charged to the Contractor, a sum computed at the rate of **Two Thousand Dollars (\$2000.00)** per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete unless this amount is changed via addendum during the bid process and before bids are due. 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. Contractor 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 Project Manager. 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 Project

Manager 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 curbing, 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 at all times provide and maintain access to all public and private properties 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 Office of the City Engineer 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 Project Manager 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 Project Manager or other City 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 Construction Best Management Practices Plan (CBMPP) included in the Notice of Intent for coverage under ALR1000000. The CONTRACTOR will perform all erosion control measures necessary to prevent silt and soil from leaving construction area and entering private property or the "Waters of the State." Erosion control measures shall be in strict accordance with Alabama Law.
3. In accordance with the CBMPP, temporary erosion control work shall involve the construction of temporary berms, dikes, drains, fences, dams, etc. with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving rights-of-way and entering private property or from washing into drainage structures located on State or County rights-of-way. CONTRACTOR shall mow grassed areas as required during the construction phase of the contract.
4. Erosion control measures shall be maintained by the CONTRACTOR through the warranty period of the contract. If additional measures are required to correct problems which might occur, these shall be performed by the CONTRACTOR at no additional cost to the OWNER.

5. Materials used for erosion control measures shall be in accordance with the Alabama Handbook and the CBMPP shall include hay bales, sandbags, silt fencing rip rap, crushed stone, mulch or other materials necessary in order to accomplish erosion control.

V. **Wastewater Containment and Management Plan.** 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/Covenant¹.** 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.

¹ U.S.C. code sections include any amendments thereto or any equivalent law, ordinance or regulation.

ARTICLE V. INSURANCE, LIABILITY & INDEMINIFICATION

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 regarding 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 implies or represents 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 day notice of cancellation or intent not to renew the insurance, a waiver of subrogation and list any and all exclusions. The coverage available to the City as an additional insured shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate applicable to the project), \$2,000,000 Products/completed Operations Aggregate, and \$1,000,000 Personal and Advertising injury limits. Additional insured coverage shall apply as primary, non-contributory, insurance with any other insurance afforded to the City and the Contractor.

8. 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 Required:

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

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

6. 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.
- (H) Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials: In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, Alabama Division of Construction Management, State Department of Education (if applicable), and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

- (1) This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.
- (2) This indemnification does not extend to the liability of the Architect, or the Architect's Consultants, agents, or employees, arising out of (1) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or (2) the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.
- (3) This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

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: 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 or the City 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 shall not constitute acceptance by the City. The work shall also be subject to inspection by representatives of the City of Tuscaloosa Building and Inspection Division.

B. Observation of the Project: The Engineer/Architect, the City and its observers, agents, any agency having jurisdiction shall have access to the Project for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection at all times. 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 testing 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 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 defective work.

All work shall be guaranteed by the Contractor against defects in workmanship for a period of one year from the date of substantial completion.

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:

1. 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.

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

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

4. 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 Project Manager, 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 including removal of all marks, stains, fingerprints and splatters from such surfaces.
2. Cleaning of all glass including 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)(1)².

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 Project Managers 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

² Code of Alabama §39-1-1(f)(1) The contractor, immediately after the completion of the contract, shall give notice of the completion by publishing the notice for a minimum of three weeks using one or more of the following methods:

- a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.
- c. On a website used by the awarding authority for publishing notices.

Documents shall be paid upon the presentation by the Contractor to the City's Project Manager of the following:

1. A properly executed and duly certified voucher for payment, verified by architect, engineer or other City Project Manager, 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 Project Manager, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the City Project Manager to indemnify against such claims.
3. Proof of publication of notice of completion pursuant to Ala. Code §39-1-1(f) Notice shall be published for a period of three (3) successive weeks in the following manner: in a newspaper of general circulation in Tuscaloosa County; or on a website maintained by a newspaper of general circulation in Tuscaloosa County; or on the City of Tuscaloosa website utilized by the City for publishing notices.
4. In accordance with Ala. Code §39-2-12(d), 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 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. T., 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 their 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 one (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 one (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 one (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 their 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

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 laws, rules or regulations 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.

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, unless otherwise specified in writing.

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 in writing as herein specified under change in order.

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 permits or registration for the construction of the improvements specified in the Contract Documents³. 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 their activities. As a minimum, the Contractor shall strictly comply with the Construction Best Management Practices Plan (CBMPP) and methods referenced in the Alabama Soil and Water Conservation Committee "Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas," latest edition (referred to as the "Alabama Handbook").

³ At the time of execution of this agreement, Contractor shall be knowledgeable of and follow any applicable federal agency rules, regulations, code sections including any amendments thereto or any equivalent law, ordinance or regulation.

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-Way⁴: 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 City anticipates that 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-Way⁵: 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 Monitoring⁶:

1. ~~To the extent that the Project has not been permitted or registered by the Engineer or the City, and the Project is defined as an NPDES Construction Site per ADEM Admin. Code Chapter 335-6-12 (the Rule), the Contractor shall submit to the Alabama Department of Environmental Management (ADEM) a Notice of Intent (NOI) for coverage under ADEM General NPDES Permit No. ALR1000000. The Contractor shall strictly adhere to all requirements of ALR1000000 and the rule regardless of which party has obtained coverage.~~

⁴ At the time of execution of this agreement, Contractor shall be knowledgeable of and follow any applicable State of Alabama agency rules, regulations, code sections including any amendments thereto or any equivalent law, ordinance or regulation and any corresponding State of Alabama laws, rules and/or regulations, as applicable.

⁴ or any amendments thereto or any equivalent law, ordinance or regulation.

⁵ At the time of execution of this agreement, Contractor shall be knowledgeable of and follow any applicable Tuscaloosa County rules, regulations, code sections including any amendments thereto or any equivalent law, ordinance or regulation and any corresponding State of Alabama laws, rules and/or regulations, as applicable.

⁵ or any amendments thereto or any equivalent law, ordinance or regulation.

⁶ At the time of execution of this agreement, Contractor shall be knowledgeable of and follow any applicable state and/or federal agency rules, regulations, code sections including any amendments thereto or any equivalent law, ordinance or regulation and any corresponding State of Alabama laws, rules and/or regulations, as applicable.

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

⁷ or any amendments thereto or any equivalent law, ordinance or regulation.

- 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. Any notice, change order, demand, request, approval or claims between the parties to this agreement shall be in writing and shall be sufficiently given if:

- a. Addressed to the other party at the electronic mail address stated herein and delivered by electronic mail (read receipt requested); or

- b. Addressed to the other party at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid so long as an electronic copy of the entirety of the contents of the envelope is simultaneously delivered by electronic mail to the address stated herein (read receipt requested); or

- c. Hand delivery upon the other party personally or its local representative in charge of the Project at the address stated herein so long as an electronic copy of the entirety of the contents of the hand delivery is simultaneously delivered by electronic mail to the address stated herein (read receipt requested); or

- d. Commercial Courier/Delivery the address stated herein so long as an electronic copy of the entirety of the contents of the hand delivery is simultaneously delivered by electronic mail to the address stated herein (read receipt requested).

2. Addresses for Notice to the Parties to this agreement:

- a. OWNER: The City of Tuscaloosa (may also be referred to as "the CITY")

Physical Address: 2201 University Boulevard, Tuscaloosa, Alabama 35401

Mailing Address: P.O. Box 2089, Tuscaloosa, Alabama 35403

- b. The **CITY'S designated Project Manager** shall be:

Name: Bryan Gurney, P.E.

Title: Director of Capital Projects, Water and Sewer

Address (if different than Owner address above):
Phone: 205-248-5906
Email: bgurney@tuscaloosa.com

c. A copy of any notices shall also be made to the City of Tuscaloosa's
Office of the City Attorney:
Scott Holmes, City Attorney
City of Tuscaloosa
Physical Address: 2201 University Boulevard, Tuscaloosa, Alabama 35401
Mailing Address: P.O. Box 2089, Tuscaloosa, Alabama 35403
Email address: sholmes@tuscaloosa.com
Phone: (205)248-5140

d. CONTRACTOR: Name of GC legal entity
 Physical local address or headquarters address:
 Mailing address of above (if different):
 Registered Agent address:

e. The CONTRACTOR'S **Representative and/or Project Representative** shall be:
Name
Title
Physical Address:
Mailing address (if different):
Phone
Email

B. 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.

C. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned either by the City or the Engineer/Architect/Designer. 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.

D. 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.

E. 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, their 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.

F. Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

G. 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.

H. Force Majeure: Neither Party will be liable for any delay or failure to perform due to events not foreseeable to the parties at the time of the execution of this Agreement including, but not limited to: fire, flood, earthquake, act of God, declared war upon the United States of America, an act of terrorism against the General Contractor against the City of Tuscaloosa or against the U.S. government, or official United State Government actions that make it physically or legally impossible to fulfill the terms of this agreement and related quotes and orders.

I. 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.

J. Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

K. 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.

L. 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.

M. Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

N. 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. The Parties agree that jurisdiction and venue of all matters relating to this Agreement shall be vested exclusively in the federal and state courts located in or serving Tuscaloosa County in the State of Alabama.

O. 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.

P. 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).⁸

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

⁸ or any amendments thereto or any equivalent law, ordinance or regulation.

V. Compliance with the 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.

W. Compliance with Code of Ala. 41-16-5. By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

SIGNATURE PAGE TO FOLLOW:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representative on the dates set forth below:

CITY OF TUSCALOOSA, A Municipal Corporation

CONTRACTOR:

BY: _____
Walter Maddox, Mayor

BY: _____
TITLE: _____

DATE: _____

DATE: _____

ATTEST:

Clerk, City of Tuscaloosa

[END OF SECTION FIVE- CONTRACT]

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 _____, 20_____.

Principal

Title

Surety

ATTEST:

By _____

Title

[END OF SECTION SIX- PERFORMANCE BONDS]

CITY OF TUSCALOOSA
SECTION SEVEN- LABOR AND MATERIAL BOND

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

KNOWN ALL MEN BY THESE PRESENTS, that we, _____
(hereinafter called the "Contractor") of _____
as principal and _____ (hereinafter
called the "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and
held unto the City of Tuscaloosa, Alabama, (hereinafter called the "City"), a municipal
corporation, existing under and by virtue of the Laws of the State of Alabama, for the use and
benefit of those entitled thereto, in the penal sum of _____
_____ (\$ _____) for
the payment of which well and truly to be made in lawful money of the United States, we do
hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally,
firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS: the City has entered into a certain written contract with said Contractor for the
_____, in accordance with contract documents
therefore on file in the Office of the _____
at the price of, to-wit: _____
(\$ _____) as more fully appears in said written contract bearing date of _____,
20____, which contract is hereby referred to and made a part hereof to the same extent as if set
out herein in full.

NOW, THEREFORE, if said Principal and all subcontractors to whom any portion of the work
provided for in said contract is sublet and all assignees of said Principal and of such
subcontractors shall promptly make payment to all persons supplying 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 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 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 their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Tuscaloosa County may be had on the Principal or the Surety in accordance with Title 27, Chapter 3, Section 24 of the Ala. Code (1975) by serving a copy of the summons and complaint or other pleading or process, with the Commissioner of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

(c) 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 Ala. Code §39-2-8 (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 _____, 20__.

Principal

By: _____

Title

Surety

By: _____

ATTEST:

Title

[END SECTION SEVEN-LABOR AND MATERIAL BOND]

**CITY OF TUSCALOOSA
CONTRACTOR'S RELEASE OF LIENS AND CLAIMS**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

THIS Contractor's Release of Liens and Claims is made in accordance with that certain contract between the CITY OF TUSCALOOSA, ALABAMA, a Municipal Corporation, (hereinafter the "City") and _____ (hereinafter the "Contractor" or undersigned), for a project known as _____ 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)

CONSENT OF SURETY:

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

SURETY

Notary Public

BY: _____
ATTORNEY-IN-FACT FOR SURETY

**CITY OF TUSCALOOSA
ROOFING GUARANTEE**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

Address of Project: _____

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 twenty (20) 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 their 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 _____
TITLE _____

**CITY OF TUSCALOOSA
ASBESTOS AFFIDAVIT**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

DATE: _____

BUILDING OWNER: CITY OF TUSCALOOSA, ALABAMA

TO WHOM IT MAY CONCERN:

The undersigned certifies that to the best of their 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
NOTICE OF CONDITIONAL BID AWARD**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

TO: _____:

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

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

Additive Alternates	Deductive Alternates
1. _____ (\$_____)	1. _____ (\$_____)
2. _____ (\$_____)	2. _____ (\$_____)
3. _____ (\$_____)	3. _____ (\$_____)

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

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

SIGNATURE PAGE TO FOLLOW

DONE this _____ day of _____, 20__.

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

By: _____
City's Project Manager

By: _____
City's 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 _____ day of _____ 20__.

CONTRACTOR:

By its: _____

**CITY OF TUSCALOOSA
NOTICE TO PROCEED**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

TO: _____

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 _____, 20____, on or before _____, 20____ 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 Project Manager

By: _____
City's Engineer/Architect

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 _ day of _____ 20____.

CONTRACTOR:

By Its: _____

CITY OF TUSCALOOSA
CHANGE ORDER NO. _____

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
File Number: OCA-26-0024 **Water & Sewer Number:** 2500802

TO: _____
(Contractor)

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

FURNISH the necessary labor, materials and equipment to:

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

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

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

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

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

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

CONSENT OF SURETY

(Company)

By: _____

RECOMMENDED

By: _____

(Design Engineer or Architect)

CONTRACTING PARTIES

(Contractor)

By: _____
(Authorized Representative)

CITY OF TUSCALOOSA

By: _____
(Mayor)

**CITY OF TUSCALOOSA
CHANGE ORDER REQUEST**

Project Name: Hilliard N. Fletcher WRRF RAS Pumping Improvements
 File Number: OCA-26-0024 Water & Sewer Number: 2500802

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: _____

CONTRACTOR: _____

CHANGE ORDER REQUEST NO. _____ DATE: _____

1. DESCRIPTION OF CHANGE:

2. CHANGE ORDER COSTS: _____

Proposal Attached _____ Cost Estimated/Proposal Required

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

*If more than 6 items, provide attachments.

3. INSTITUTED BY:

4. JUSTIFICATION OF NEED:

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

6. COSTS REVIEW:

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

- Minor change of a total monetary value less than required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
-

8. EXTENSION OF TIME REQUESTED: Calendar Days:

RECOMMENDED:

APPROVED:

BY: _____
Tuscaloosa's Consulting Engineer/Architect

BY: _____
Contractor

BY: _____
City Project Manager

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

**LEGAL NOTICE
NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT**

Date of this Notice: _____

Pursuant to Code of Alabama §39-1-1(f), this Notice of Completion is hereby given by the following Contractor: _____.

Said Contractor completed its contract with the City of Tuscaloosa, Alabama, for the following Project: _____ located at this address: _____.

This Notice shall be published for a period of three (3) successive weeks in the following manner:

- _____ In a newspaper of general circulation in Tuscaloosa County; or
- _____ On a website maintained by a newspaper of general circulation in Tuscaloosa County; or
- _____ On the City of Tuscaloosa website utilized by the City for publishing notices.

A final settlement will not be made upon the contract until the expiration of thirty (30) days after completion of this notice. Proof of publication of this Notice shall be made to the City of Tuscaloosa by affidavit of the publisher or website owner and a printed copy of this Notice as published. Any person or firm having claims on said Project for materials or labor should contact the Contractor in the time and manner as required by law at:

(Address of Contractor)

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

SECTION 01 20 00 – PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section Includes:
1. Cash allowances
 2. Contingency allowances
 3. Testing and inspection allowances
 4. Schedule of Values
 5. Application for Payment
 6. Partial Payments
 7. Defect assessment
 8. Unit prices
 9. Alternates

1.2 BID ITEM DESCRIPTIONS

- A. The Basis of Payment will be as established in the Contract Documents and as described below:
1. **Base Bid Item No. 1: Mobilization and Demobilization**
 - a. Payment shall be at the lump sum price and shall include all labor, materials, tools, equipment, permits, bonds, insurance, overhead and profit, and other required costs necessary to move personnel, equipment, materials, tools, supplies, and incidentals to the project site prior to beginning work and to move personnel, equipment, materials, tools, supplies, and incidentals from the project site immediately after project acceptance.
 - b. Total payment for this bid item shall not exceed 5 percent of the contractor's base bid price. Payments for mobilization shall not exceed 75% of the total item. A minimum of 25% will be retained until such time that demobilization is complete, and the areas disturbed have been fully restored and accepted by the Owner.
 2. **Base Bid Item No. 2: All Work**
 - a. Payment shall be at the lump sum price and shall be full compensation for all work, labor, materials, start-up, training, commissioning, and other required costs necessary to complete all work indicated in the Contract Documents except those items listed separately.
 - b. Payment shall include Operations and Maintenance Manuals.
 - c. Costs for all necessary delegated design tasks required for the project such as design of pump supports shall be included in this bid item.
 - d. Any and all modifications necessary to complete this work but not listed herein shall be included in this bid item.
 3. **Base Bid Item No. 3: Additional Isolation Valves**
 - a. Payment shall be at the unit price per valve and shall be full compensation for all work, labor, and materials necessary to replace additional manually operated 16-inch flanged plug valves (V406) within the dry pit pump area. These valves include isolation valves on the suction header and for piping segments from each clarifier and shall meet the requirements of Section 40 05 62 – Plug Valves.
 - b. This bid item will be utilized based upon the ability of the existing valves to properly close.
 4. **Base Bid Item No. 4: General Project Contingency Allowance**
 - a. Payment shall be at the lump sum price and shall be full compensation for all work, labor, materials, start-up, training, commissioning, and other required costs necessary for work identified during the project.
 - b. Expenditure of any portion of the contingency allowance shall only be done following written authorization by Owner and Engineer. Contingency allowances

are estimated amounts and final payment shall be based on actual costs as authorized by Change Order and the Contract Prices shall be correspondingly adjusted.

- c. At closeout of the Contract, any funds remaining in the contingency allowance will be credited to Owner by Change Order.

1.3 DEDUCTIVE BID ALTERNATIVES

- A. In addition to the Base Bid Project, Owner may elect to remove a combination of the following Deductive Bid Alternates for which payment is as described below:
 - 1. **Deductive Alternate Item No. 1: RAS Pump No. 4 Improvements**
 - a. Deductions shall be for the full compensation, at the lump sum price, for all work, labor, and materials associated with the demolition and replacement of RAS Pump No. 4 including the insertion valve and replacement of the associated pump supports and work platform.
 - b. Contractor shall include costs in the base bid item to perform all remaining work, including replacement of the platform, up to the location of the platform surrounding RAS Pump No. 4 such that access is maintained and Owner has use of the complete platform system.
 - 2. **Deductive Alternate Item No. 2: RAS Pump No. 3 Improvements**
 - a. Deductions shall be for the full compensation, at the lump sum price, for all work, labor, and materials associated with the demolition and replacement of RAS Pump No. 3 including the insertion valve and replacement of the associated pump supports and work platform.
 - b. Contractor shall include costs in the base bid item to perform all remaining work, including replacement of the platform, up to the location of the platform surrounding RAS Pump No. 3 such that access is maintained and Owner has use of the complete platform system.
 - 3. **Deductive Alternate Item No. 3: RAS Pump No. 2 Improvements**
 - a. Deductions shall be for the cost of purchasing RAS Pump No. 2.
 - b. All other work required for RAS Pump No. 2 improvements outlined in the contract documents shall remain.
 - 4. **Deductive Alternate Item No. 4: RAS Pump No. 5 Improvements**
 - a. Deductions shall be for the full compensation, at the lump sum price, for all work, labor, and materials associated with the demolition and replacement of RAS Pump No. 5 including the insertion valve and replacement of the associated pump supports and work platform.
 - b. Contractor shall include costs in the base bid item to perform all remaining work, including replacement of the platform, up to the location of the platform surrounding RAS Pump No. 5 such that access is maintained and Owner has use of the complete platform system.

1.4 CONTINGENCY ALLOWANCES

- A. Refer to the Bid Form for Contingency Allowance schedule.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.5 SCHEDULE OF VALUES

- A. Submit electronic file to Project website of schedule on Progress Estimate schedule on EJCDC C-620 or form approved by Engineer and Owner. Document shall be a Microsoft Excel file type.
- B. Apparent “low-bidder” shall submit a preliminary Schedule of Values as electronic file within 2 days after bid opening.
- C. Submit complete Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.
- D. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify mobilization, bonds and insurance, progress schedule development, startup and commissioning, contract closeout, and demobilization as separate line items.
- E. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- F. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders with each Application for Payment.
- H. An unbalanced or front-loaded schedule of values, or a schedule of values substantially different than the preliminary schedule, will not be accepted.
- I. Summation of the complete schedule of values representing all Work shall equal the Contract Price.

1.6 APPLICATION FOR PAYMENT

- A. AIA G736 replaces G722CMA-1992. AIA G737 replaces G723CMA-1992.
- B. Submit electronic file to project management website of each Application for Payment on EJCDC C-620 – Contractor's Application for Payment or similar form approved by Engineer and Owner.
- C. Content and Format:
 - 1. Use Schedule of Values for listing items in Application for Payment.
- D. Submit updated construction schedule with each Application for Payment.
- E. Payment Period:
 - 1. Submit at intervals stipulated in the Agreement.
- F. Submit submittals with transmittal letter as specified in Section 01 33 00 – Submittal Procedures.
- G. Substantiating Data:
 - 1. When Engineer requires substantiating information, submit data justifying dollar amounts in question.
 - 2. Include with Application for Payment:
 - a. Current construction photographs specified in Section 01 33 00 – Submittal Procedures.

- b. Partial release of liens from major Subcontractors and vendors.
- c. Record Documents as specified in Section 01 77 00 – Closeout Procedures, for review by Owner, which will be returned to Contractor.
- d. Affidavits attesting to offsite stored products.
- e. Construction Progress Schedule, revised and current as specified in Section 01 33 00 – Submittal Procedures.

1.7 PARTIAL PAYMENTS FOR STORED MATERIALS

- A. No payments will be made for materials and equipment delivered or stored unless shop drawings and preliminary operations and maintenance manuals are accepted by Engineer. Thereafter, partial payments for materials and equipment delivered and stored, but not yet incorporated into the Work, shall not exceed 90% of the material value.
- B. Storage must meet General Conditions requirements, be deemed acceptable by the Engineer and Owner, be located on the Site or a location agreed to by Engineer and Owner, and meet the documented storage recommendations from the Material Manufacturer.

1.8 PARTIAL PAYMENTS FOR UNDELIVERED FABRICATED EQUIPMENT

- A. No partial payments will be made for project-specific fabricated equipment except those specifically listed below and under the terms listed herein. Undelivered “Off the shelf” or catalog items are not eligible for partial payment.
- B. Payment shall not exceed 15% of the equipment value, not including shipping and handling charges.
- C. Payment will only be made when conditions below are met:
 - 1. Shop drawing and preliminary operations and maintenance manual acceptance by Engineer.
 - 2. Equipment is adequately insured, maintained, stored, and protected by appropriate security measures.
 - 3. Each equipment item is clearly marked and segregated from other items to permit inventory and accountability.
 - 4. Authorization has been provided access to storage site for Engineer and Owner.

1.9 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer or Owner, it is not practical to remove and replace the Work, Engineer or Owner will direct appropriate remedy or adjust payment. Potential remedies may include:
 - 1. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer or Owner.
 - 2. Defective Work will be partially repaired according to instructions of Engineer or Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer or Owner.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Engineer or Owner to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products:
 - 1. Payment will not be made for rejected products for any of the reasons below:

- a. Products wasted or disposed of in a manner that is not acceptable.
- b. Products determined as unacceptable before or after placement.
- c. Products not completely unloaded from transporting vehicle.
- d. Products placed beyond lines and levels of the required Work.
- e. Products remaining on hand after completion of the Work.
- f. Loading, hauling, and disposing of rejected products.

1.10 UNIT PRICES

- A. Engineer will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.
- B. Unit Quantities:
 - 1. Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. Actual quantities provided shall determine payment.
 - 2. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - 3. When actual Work requires 25% or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- C. Payment Includes:
 - 1. Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- D. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- E. Measurement of Quantities:
 - 1. Weigh Scales:
 - a. Inspected, tested, and certified by applicable Alabama weights and measures department within past year.
 - 2. Platform Scales:
 - a. Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Metering Devices:
 - a. Inspected, tested, and certified by applicable Alabama department within past year.
 - 4. Measurement by Weight:
 - a. Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 - 5. Measurement by Volume:
 - a. Measured by cubic dimension using mean length, width, and height or thickness.
 - 6. Measurement by Area:
 - a. Measured by square dimension using mean length and width or radius.
 - 7. Linear Measurement:
 - a. Measured by linear dimension, at item centerline or mean chord.
 - 8. Stipulated Sum/Price Measurement:
 - a. Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period.

- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 - 1. Coordinate related requirements among Specification Sections as required.
 - 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 - 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 40 05 06 – PROCESS PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Pipe penetrations.
 2. Restrained joints.
 3. Flexible metal hose connections.
 4. Expansion joints.
 5. Expansion loops.
 6. Sleeve-type couplings.
 7. Unrestrained flanged coupling adapters.
 8. Restrained flanged coupling adapters.
 9. Restrained dismantling joints.
 10. Service saddles.
 11. Insulating flanges, couplings, and unions.
 12. Strainers.
 13. Spray nozzles.
 14. Quick couplings.
 15. Quick disconnect cam operating couplings for chemical service.
 16. Chemical injection quills.
- B. Related sections:
1. Section 01 33 00 – Submittal Procedures.
 2. Section 01 60 00 – Product Requirements.
 3. Section 09 90 00 – Painting and Protective Coatings.
 4. Section 40 23 39 – Process Piping, General.

1.2 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): The sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire-rated construction.
- B. FM: Factory Mutual Insurance Company; FM Global is the communicative name of the company.
- C. WH: Warnock Hersey; indicates compliance to relevant building codes, association criteria, and product safety and performance standards.

1.3 REFERENCES

- A. American Water Works Association:
1. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.
- B. American Welding Society:
1. AWS D1.1 - Structural Welding Code - Steel.
- C. ASME International:
1. ASME A13.1 - Scheme for the Identification of Piping Systems.
 2. ASME B31.3 - Process Piping.
 3. ASME B31.9 - Building Services Piping.

4. ASME Boiler and Pressure Vessel Code (BPVC), Section IX - Welding, Brazing, and Fusing Qualifications.

D. ASTM International:

1. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications.
2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
3. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
4. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems.
5. ASTM E1966 - Standard Test Method for Fire-Resistive Joint Systems.

E. Expansion Joint Manufacturers Association, Inc.:

1. EJMA Standards.

F. NSF International:

1. NSF 61 - Drinking Water System Components - Health Effects.
2. NSF 372 - Drinking Water System Components - Lead Content.

G. UL:

1. UL 263 - Fire Tests of Building Construction and Materials.
2. UL 1479 - Fire Tests of Through-Penetration Firestops.
3. UL 2079 - Tests for Fire Resistance of Building Joint Systems.

1.4 COORDINATION

- A. Coordinate Work of this Section with installation of valves and equipment.

1.5 SUBMITTALS

- A. General: Administrative, shop drawings, samples, quality control, and contract closeout submittals shall conform to the requirements of Section 01 33 00 – Submittal Procedures.

- B. In addition to the requirements of Section 01 33 00 – Submittal Procedures, submit the following additional specific information:

1. Product Data:
 - a. Submit manufacturer catalog information for each specified product.
 - b. Firestopping: Submit data on product characteristics, performance, and limitation criteria.
 - c. Flexible Pipe Connectors: Indicate maximum temperature and pressure rating, face-to-face length, live length, hose wall thickness, hose convolutions per foot and per assembly, fundamental frequency of assembly, braid structure, and total number of wires in braid.
 - d. Expansion Joints: Indicate maximum temperature, pressure rating, and expansion compensation.
2. Shop Drawings:
 - a. Identification:
 - 1) Submit list of wording, symbols, letter size, and color coding for pipe identification.
 - 2) Comply with ASME A13.1.
 - b. Indicate restrained joint details and materials.
 - c. Submit layout drawings showing piece numbers and location, indicating restrained joint locations.

- d. Indicate layout of piping systems, including flexible connectors, expansion joints and compensators, loops, offsets, and swing joints.
- 3. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings for maintenance of fire-resistance rating of adjacent assembly.
- 4. Quality Control Submittals:
 - a. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
 - b. Welder Certificates: Certify welders and welding procedures employed on Work, verifying ASME qualification within previous 12 months.
 - c. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for:
 - 1) Flexible connectors.
 - 2) Expansion joints.
 - 3) Pipe Restraints:
 - a) Determine restrained lengths and submit joint restraint details.
 - b) Use joint restraint devices specifically designed for applications as described in manufacturer data.
 - 4) Firestopping Engineering Judgments: For conditions not covered by UL- or WH-listed designs, submit judgments by licensed professional engineer suitable for presentation to authority having jurisdiction to accept as meeting fire-protection code requirements.
 - d. Manufacturer Instructions: Submit special procedures and setting dimensions.
 - e. Source Quality-Control Submittals: Indicate results of shop tests and inspections.
 - f. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
 - g. Qualifications Statements:
 - 1) Submit qualifications for manufacturer, installer, and licensed professional.
 - 2) Submit manufacturer's approval of installer.
 - 3) Welders: Qualify procedures and personnel according to ASME BPVC-IX.

1.6 QUALITY ASSURANCE

- A. Materials in Contact with Potable Water: Certified to NSF Standards 61 and 372.
- B. Perform Work according to ASME B31.9 for installation of piping systems and according to ASME BPVC-IX for welding materials and procedures.
- C. Perform Work according to ASME B31.3, ASME B31.9, and Local Building Codes for installation of piping systems.
- D. Through-Penetration Firestopping of Fire-Rated Assemblies:
 - 1. Comply with UL 1479 or ASTM E814.
 - 2. Minimum Positive Pressure Differential: 0.1-inch WG to achieve fire F-ratings and temperature T-ratings as indicated on Drawings, but not less than one hour.
 - 3. Wall Penetrations: Fire F-ratings as indicated on Drawings, but not less than one hour.
 - 4. Fire-rated firestopping may not be required for non-rated floors and roofs. Coordinate with following non-fire-rated assemblies.
 - 5. Floor and Roof Penetrations:
 - a. Fire F-ratings and Temperature T-ratings: As indicated on Drawings, but not less than one hour.
 - b. Floor Penetrations within Wall Cavities: T-rating is not required.
- E. Through-Penetration Firestopping of Non-fire-rated Floor and Roof Assemblies:
 - 1. Materials to resist free passage of flame and products of combustion.

2. Noncombustible Penetrating Items: Noncombustible materials for penetrating items connecting maximum of three stories.
 3. Penetrating Items: Materials approved by authorities having jurisdiction for penetrating items connecting maximum of two stories.
- F. Fire-Resistive Joints in Fire-Rated Floor, Roof, and Wall Assemblies:
1. Comply with ASTM E1966 or UL 2079.
 2. Rating: As indicated on Drawings for assembly in which joint is installed.
- G. Fire-Resistive Joints between Floor Slabs and Exterior Walls:
1. Comply with ASTM E119.
 2. Minimum Positive Pressure Differential: 0.1-inch WG to achieve fire-resistance rating as indicated on Drawings for floor assembly.
- H. Surface-Burning Characteristics: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.
- B. Installer: Company specializing in performing Work of this Section with minimum three years' experience and approved by manufacturer.
- C. Welders: ASME qualified within previous 12 months for employed weld types.
- D. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Alabama.

1.8 EXISTING CONDITIONS

- A. Contractor shall take field measurements to verify accuracy of information shown on Drawings. Indicate field measurements and/or deviations to Engineer on Shop Drawings.

1.9 WARRANTY

- A. Provide warranty for a period of 12 months after the final acceptance of the items specified herein by the Owner and Engineer. The warranty shall stipulate that the items furnished are suitable for the purpose intended and free from defects of material and workmanship for the duration of the warranty. In the event the items fail to perform as specified, the Manufacturer will promptly repair or replace the defective items without additional cost to the Owner.

PART 2 - PRODUCTS

2.1 PIPE PENETRATIONS

- A. Performance and Design Criteria:
 1. Firestopping Materials: Per manufacturer's recommendation.
 2. Firestop interruptions to fire-rated assemblies, materials, and components.
 3. Firestopping: Provide certificate of compliance from authority having jurisdiction, indicating approval of materials used.
- B. Flashing:
 1. Metal Flashing:

- a. Material: Galvanized steel.
- b. Thickness: 26 gage.
- 2. Metal Counterflashing:
 - a. Material: Galvanized steel.
 - b. Thickness: 22 gage.
- 3. Lead Flashing:
 - a. Material: Sheet lead.
 - b. Weight:
 - 1) Waterproofing: 5 psf.
 - 2) Soundproofing: 1 psf.
- 4. Flexible Flashing Materials:
 - a. Material: Compatible with service conditions.
 - b. Thickness: 47 mils.
- 5. Caps:
 - a. Material: Steel.
 - b. Minimum Thickness: 22 gage, and 16 gage at fire-resistive elements.

C. Sleeves:

- 1. Sleeves for Pipes through Non-fire-rated Floors:
 - a. Material: Galvanized steel.
 - b. Thickness: 18 gage.
- 2. Sleeves for Pipes through Non-fire-rated Beams, Walls, Footings, and Potentially Wet Floors:
 - a. Steel pipe.
 - b. 18 gage galvanized steel.
- 3. Sleeves for pipes through water bearing structures and where mechanical seals are specified:
 - a. Steel pipe.
 - b. 3/16-inch minimum galvanized steel.
 - c. Seep Ring:
 - 1) 3/16-inch minimum thickness center steel flange for water stoppage on sleeves in exterior or water-bearing walls.
 - 2) Outside Diameter: 3-inches greater than pipe sleeve outside diameter.
 - 3) Continuously fillet weld on each side all around.
 - d. Factory Finish:
 - 1) Galvanizing:
 - a) Hot-dip applied, meeting requirements of ASTM A153.
 - b) Electroplated zinc or cadmium plating is unacceptable.
 - 2) Shop Lining and Coating: Factory prepare, prime, and finish coat in accordance with Section 09 90 00 – Painting and Protective Coatings.
- 4. Insulated and Encased Pipe Sleeve:
 - a. Manufacturer: Pipe Shields, Inc.; Models WFB, WFB-CS and -CW Series, as applicable.
- 5. Sealant:
 - a. Type: Acrylic.

D. Mechanical Sleeve Seals:

- 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Fernco Inc.
 - c. Flexicraft Industries.
 - d. GPT; an EnPro Industries Company
 - e. Substitutions: As specified in Section 01 60 00 – Product Requirements.
- 2. Description:
 - a. Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve.

- b. Connection: Bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.
- c. Assemble interconnected rubber links with ASTM A276, Type 316 stainless steel bolts, nuts, and pressure plates.
- d. Size: According to Manufacturer's instructions for the size of pipes shown to provide a watertight seal between pipe and wall sleeve opening, and to withstand a hydrostatic head of 40-feet of water.

E. Wall Pipes:

- 1. Ductile Iron Wall Pipe:
 - a. For penetrations through concrete walls, floors, slabs, or roofs that are to be watertight.
 - b. Diameter and Ends: Same as connecting ductile iron pipe.
 - c. Thickness: Equal to or greater than remainder of pipe in line.
 - d. Fittings: In accordance with applicable Pipe Data Sheet.
 - e. Thrust Collars:
 - 1) Provide for all wall pipes.
 - 2) Rated for thrust load developed at 250 psi.
 - 3) Safety Factor: 2, minimum.
 - 4) Material and Construction:
 - a) Ductile iron or cast iron, cast integral with wall pipe wherever possible.
 - b) Fabricate welded attachment of ductile iron thrust collar to pipe where casting impossible. Perform in pipe manufacturer's shop by qualified welders. Electric arc welds of ductile iron with NI-55 or FC-55 nickel-iron-carbon weld rod. Continuously weld on each side all around.
 - f. Manufacturers: American Cast Iron Pipe Co.; U.S. Pipe and Foundry Co.
 - g. Coating After Fabrication: Prepare and coat wall pipe in accordance with and as specified in Section 09 90 00 – Painting and Protective Coatings.
- 2. Steel or Stainless-Steel Wall Pipe:
 - a. Same material and thickness as connecting pipe, except 1/4-inch minimum thickness.
 - b. Lining: Same as connecting pipe.
 - c. Thrust Collar: Unless otherwise shown, 3-inches greater than outside diameter of wall pipe. Continuously fillet weld on each side all around.
 - d. Coating After Fabrication: Prepare and coat wall pipe in accordance with and as specified in Section 09 90 00 – Painting and Protective Coatings.
 - e. Restraint: Provide lugs for use with thrust ties as specified.

2.2 RESTRAINED JOINTS

- A. As specified in Section 40 23 39 – Process Piping, General.

2.3 FLEXIBLE METAL HOSE CONNECTIONS

- A. Manufacturers:
 - 1. Flexicraft Industries.
 - 2. Flex-Weld, Inc.
 - 3. Hyspan Precision Products, Inc.
 - 4. Senior Flexonics.
 - 5. Substitutions: As specified in Section 01 60 00 – Product Requirements.
- B. Steel Piping:
 - 1. Inner Hose: Stainless steel.
 - 2. Exterior Sleeve: Single-braided stainless steel.
 - 3. Pressure Rating: 200 psig WOG at 250 degrees Fahrenheit.

4. Joints: Flanged, Threaded, or Threaded with union as specified for pipe joints.
5. Size: 1/4 to 16-inch.
6. Maximum Offset: 1-inch on each side of installed center line.

C. Copper Piping:

1. Inner Hose: Bronze.
2. Exterior Sleeve: Braided bronze.
3. Pressure Rating: 125 psig WSP at 450 degrees Fahrenheit.
4. Joints: Flanged Threaded with union Soldered As specified for pipe joints.
5. Size: 1/4 to 4-inch.
6. Maximum Offset: 1-inch on each side of installed center line.

2.4 EXPANSION JOINTS

A. Manufacturers:

1. Flexicraft Industries.
2. Flex-Weld, Inc.
3. Hyspan Precision Products, Inc.
4. Mason Industries.
5. Metraflex Company.
6. U.S. Bellows, Inc.
7. Senior Flexonics.
8. Victaulic.
9. Red Valve.
10. General Rubber.
11. Mercer.
12. Substitutions: As specified in Section 01 60 00 – Product Requirements.

B. Performance and Design Criteria:

1. Bellow Design: According to Section C of EJMA Standards.

C. Stainless-Steel Bellows

1. 3-inch and smaller:
 - a. Pressure Rating: 125 psig WSP at 400 degrees Fahrenheit.
 - b. Maximum Compression: 1-3/4 inches.
 - c. Maximum Extension: 1/4 inch.
 - d. Joint: Flanged or Welded as specified for pipe joints.
2. External Ring-Controlled Stainless-Steel Bellows Type, 4-inch and larger:
 - a. Pressure Rating: 125 psig WSP at 400 degrees Fahrenheit.
 - b. Maximum Compression: 1 1/4-inch.
 - c. Maximum Extension: 3/8-inch.
 - d. Maximum Offset: 5/16-inch.
 - e. Joint: Flanged, grooved, or welded as specified for pipe joints.
 - f. Accessories: Internal flow liner.
 - g. Application: Steel piping 3-inches and larger.

D. Single-Sphere Flexible Compensators:

1. Body: EPDM.
2. Working Pressure:
 - a. 2-inch through 12-inch: 150 psig.
 - b. 14 inch through 36-inch: 110 psig
3. Maximum Temperature: 250 degrees Fahrenheit.
4. Maximum Compression: 1 1/8-inches or greater.
5. Maximum Elongation: 3/4-inch or greater.
6. Maximum Offset: 3/4-inch or greater.
7. Joint: Tapped steel flanges.

8. Size: 2-inch to 36-inches
9. Accessories: Control rods.
10. Application: Steel or Ductile Iron piping 2-inches and larger.

E. Double-Sphere Flexible Compensators:

1. Body: EPDM.
2. Working Pressure:
 - a. 2-inch through 12-inch: 150 psig.
 - b. 14-inch through 20-inch: 110 psig
3. Maximum Temperature: 220 degrees Fahrenheit.
4. Maximum Compression: 2-inches or greater.
5. Maximum Elongation: 1/4-inch or greater.
6. Maximum Offset: 3/4-inch or greater.
7. Maximum Angular Movement: 30 degrees.
8. Joint: Tapped steel flanges.
9. Accessories: Control rods.
10. Application: Steel and Ductile Iron piping 2-inches and larger.

F. Two-Ply Bronze Bellows Type:

1. Description: Bronze with anti-torque device, limit stops, and internal guides.
2. Pressure Rating: 125 psig WSP at 400 degrees Fahrenheit.
3. Maximum Compression: 1 3/4-inches.
4. Maximum Extension: 1/4-inch.
5. Application: Copper Piping.

G. Low-Pressure Compensators with Two-Ply Bronze Bellows:

1. Working Pressure: 80 psig.
2. Maximum Temperature: 400 degrees Fahrenheit.
3. Maximum Compression: 1/2-inch.
4. Maximum Extension: 5/32-inch.
5. Joint: Soldered.
6. Application: Copper or steel piping 2-inches and smaller.

2.5 EXPANSION LOOPS

- A. Provide expansion loops as indicated on Drawings.

2.6 SLEEVE-TYPE FLEXIBLE COUPLINGS

A. Manufacturers:

1. Romac.
2. Smith-Blair.
3. JCM Industries.
4. Ford Meter Box Company.
5. Substitutions: As specified in Section 01 60 00 – Product Requirements.

B. Description:

1. Comply with AWWA C219.
2. Middle Ring:
 - a. ≥12-inch diameter: Steel
 - b. <12-inch diameter: Ductile iron.
3. Followers:
 - a. ≥12-inch diameter: Steel
 - b. <12-inch diameter: Ductile iron.
4. Gaskets:

- a. Material: Buna-N, or EPDM, or SBR, Compatible with service conditions and NSF 61 certified.
- b. Comply with ASTM D2000 and AWWA C219.
- 5. Bolts: 304 Stainless Steel.

- C. Finishes:
 - 1. Buried Couplings: Fusion bonded epoxy.
 - 2. Exposed: Match connecting pipe.

2.7 UNRESTRAINED FLANGED COUPLING ADAPTERS

- A. Provide flange coupling adapters with anchor lugs or anchor wedge restraints.
- B. Manufacturers and Products:
 - 1. Steel Pipe:
 - a. Smith-Blair, Series 913 (3-inches & Larger)
 - b. Dresser Industries, Inc., Style 128-W (2 – 24-inches)
 - c. Romac, FC400 (12 – 96-inch)
 - 2. Ductile Iron Pipe:
 - a. Smith-Blair, Series 912 (3 – 12-inches)
 - b. Dresser Industries, Inc., Style 128-W (3 – 12-inches)
 - c. Romac, FCA501 (3 – 16-inches)
 - d. EBAA Iron Series 1000 E-Z Flange Adapter
- C. Pressure Rating:
 - 1. When properly installed on a pipe that is within the coupling manufacturer's tolerances, Flanged Coupling Adapters can work at pressures up to the maximum rating of the flange. Flanges are rated for a maximum working pressure of 300 psi.

2.8 RESTRAINED FLANGED COUPLING ADAPTERS

- A. Provide flange coupling adapters with anchor lugs or anchor wedge restraints.
- B. Manufacturers and Products:
 - 1. Steel Pipe:
 - a. Smith-Blair, Model 911 (3 – 12-inches)
 - b. Romac, RFCA (3 – 24-inches)
 - 2. Ductile Iron Pipe:
 - a. Smith-Blair, Model 911 (3 – 48-inches)
 - b. Romac, RFCA (3 – 24-inches)
- C. Pressure Rating:
 - 1. When properly installed on a pipe that is within the coupling manufacturer's tolerances, Flanged Coupling Adapters can work at pressures up to the maximum rating of the flange. Flanges are rated for a maximum working pressure of 275 psi.

2.9 RESTRAINED DISMANTLING JOINTS

- A. Manufacturers and Products:
 - 1. Steel or Ductile Iron Pipe:
 - a. Smith-Blair, Series 975 (3-inches and Larger)
 - b. Dresser Industries, Inc., Style 131 (2 – 24-inches)
 - c. Romac, DJ400 (3 – 72-inches)
- B. Pressure Rating:

1. Capable of withstanding a maximum working pressure of 300 psi.

2.10 EQUIPMENT CONNECTION FITTING

- A. Manufacturers and Products:
 1. Ductile Iron Pipe
 - a. Romac, ECF400 (3 – 12-inches)
- B. Pressure Rating:
 1. Suitable for specified system working pressure.

2.11 SERVICE SADDLES

- A. Double-Strap Iron:
 1. Pressure Rating: Capable of withstanding a maximum of 300 psi internal pressure without leakage or over stressing.
 2. Run Diameter: Compatible with the outside diameter of the pipe on which the saddle is installed.
 3. Taps: Iron pipe threads.
 4. Materials:
 - a. Body: Malleable or ductile iron.
 - b. Straps: Galvanized steel.
 - c. Hex Nuts and Washers: Steel.
 - d. Seal: Rubber.
 5. Manufacturers and Products:
 - a. Smith-Blair, Series 313 (1.25 – 24-inches) or 366 (19.25 – 43.15-inches O.D. range)
 - b. Dresser, Style 91 (2 – 12-inches)
- B. Nylon-Coated Iron:
 1. Pressure Rating: Capable of withstanding a maximum of 300 psi internal pressure without leakage or over stressing.
 2. Run Diameter: Compatible with the outside diameter of the pipe on which the saddle is installed.
 3. Materials:
 - a. Body: Nylon-coated iron.
 - b. Seal: Buna-N.
 - c. Clamps and Nuts: Stainless steel.
 4. Manufacturer and Product:
 - a. Smith-Blair, Style 315 (1 – 14 inches) or 317 (1.25 – 24 inches)

2.12 ANNULAR PRESSURE SEALS

- A. Provide annular isolation seals for pressure measurement where indicated on drawings or required by instrumentation specifications.
- B. Seals shall be full flange design with outside diameter matching the outside diameter of the mating flange. Seal to be retained between Class 150 pipe flanges, with flange bolts passing through sensor body and flanges.
- C. Seals shall be flow through design with flexible elastomer sensing ring around the full circumference.
- D. Seal Body:
 1. Carbon Steel. Provide 316 Stainless Steel if installed with stainless pipe material.

- E. Sensing Ring Material:
 1. Buna-N or EPDM, rated for process fluid temperature
- F. Fill Fluid:
 1. Silicone oil.
- G. Manufacturers and Products:
 1. Ashcroft Series 81
 2. Winters D81
 3. Red Valve Series 40
 4. Onyx Valve PSR
- H. See Section 40 73 13 – Pressure Gauges for pressure gauges. See Section 40 73 36 Pressure and Differential Pressure Switches for switches and transmitters connected to pressure seals.

2.13 INSULATING FLANGES, COUPLINGS, AND UNIONS

- A. Materials:
 1. In accordance with the applicable piping material specified in the Pipe Data Sheets.
 2. Galvanically compatible with piping.
- B. Connection:
 1. 2-inches and Smaller: Screwed or solder-joint.
 2. 2 1/2-inches and Larger: Flanged, complete with bolt insulators, dielectric gasket, bolts, and nuts.
- C. Working Pressure Rating: Suitable for specified system working pressure.
- D. Manufacturers and Products:
 1. Dielectric Flanges and Unions:
 - a. Epco Sales, Inc.
 - b. Capitol Insulation Unions.
 2. Insulating Couplings:
 - a. Dresser – Style 39.
 - b. R. H. Baker – Series 216.

2.14 STRAINERS

- A. Strainers for Process Water Service, 4-inches and Smaller:
 1. Type: Bronze Body, Y-Pattern, 200 psi non-shock rated, with screwed gasketed bronze cap.
 2. Screen: Heavy gauge Type 304 stainless steel or Monel, 20-mesh
 3. Manufacturers:
 - a. Armstrong International, Inc. – F Series
 - b. Mueller Steam Specialty – Series 351M
- B. Strainers for CPVC, Plastic Piping Systems, 4-inches and Smaller:
 1. Type: Y-pattern CPVC body, 150 psi non-shock rated, with screwed CPVC cap; and PTFE Teflon seals as recommended by manufacturer for service.
 2. End Connections: Screwed or solvent weld, 2-inch and smaller. Class 150 ANSI flanged, 1-1/2-inch and larger.
 3. Screen: Heavy-gauge CPVC, 1/32-inch mesh, minimum 2 to 1 screen area to pipe size ratio.
 4. Manufacturers and Products:
 - a. Hayward Flow Control.

- b. Or pre-approved equal.

2.15 SPRAY NOZZLES

1. Scum Spray Nozzle Type 1:
 - a. Spray Pattern: Even
 - b. Spray Angle: 140 degrees Fahrenheit at 60 psi
 - c. Material: 316 stainless steel
 - d. Deflection Angle: 75 degrees Fahrenheit
 - e. Capacity: 8 gpm at 40 psi
 - f. Size: 1/2-inch NPT
 - g. Provide nozzle with adjustable ball fitting: Spray System Company Series 36275
 - h. Manufacturer and Product:
 - 1) Spraying System Co. – Nozzle Type K
 - 2) Or pre-approved equal.
2. Scum Spray Nozzle Type 2:
 - a. Spray Pattern: Solid narrow angle cone-shaped spray pattern with round impact area
 - b. Spray Angle: 15 degrees Fahrenheit at 40 psi
 - c. Material: 316 stainless steel
 - d. Capacity: 3 gpm at 40 psi
 - e. Size: 1/4-inch NPT
 - f. Provide nozzle with adjustable ball fitting: Spray System Company Series 36275
 - g. Manufacturer and Product:
 - 1) Spraying System Co. – Nozzle Type G-15
 - 2) Or pre-approved equal.
3. Scum Spray Nozzle Type 3:
 - a. Spray Pattern: Deflected flat spray pattern at low pressure
 - b. Spray Angle: 105 degrees Fahrenheit at 10 psi
 - c. Counterweight lever which when lifted, allows the solid stream flow to purge nozzle.
 - d. Material: Brass with elastomeric seat
 - e. Capacity: 3.5 gpm at 10 psi
 - f. Size: 1/4-inch NPT
 - g. Provide nozzle with adjustable ball fitting: Spray System Company Series 36275
 - h. Manufacturer and Product:
 - 1) Spraying System Co. – 22561 Foam Control Spray Nozzles
 - 2) Or pre-approved equal.

2.16 QUICK COUPLINGS

- A. Provide female NPT by male quick-connect hose adaptors. All adaptors and couplers shall satisfy dimensional requirements of MIL-C-27487E and shall be cast iron and sized shown on the Drawings.
- B. Manufacturers and Products:
 1. Swagelok – QM Series

2.17 QUICK DISCONNECT CAM OPERATING COUPLINGS FOR CHEMICAL SERVICE

- A. Type: Twin cam arm actuated, male and female, locking, for chemical loading and transfer.
- B. Material: Glass-filled polypropylene and PVDF with Teflon gaskets and as recommended for the service by Manufacturer.
- C. End Connections: NPT threaded or flanged to match piping connections.

- D. Hose shanks for chemical installations.
- E. Plugs and Caps: Female dust cap for each male end, male dust plug for each female end.
- F. Pressure Rating: 125 psi, minimum at 70 degrees Fahrenheit.
- G. Manufacturers:
 1. OPW – Kamlok (3/4 – 4 inch)
 2. Ryan Herco – 1300 Series
 3. Goodall – Basic Eight

2.18 CHEMICAL INJECTION QUILLS

- A. Retractable injection quill, service rated for 250 psi, including stainless steel check valve, ball valve, solution tube adaptor, packing nut, restraint system, and limit chains, and 300 Series O-ring gaskets.
- B. Manufacturer and Products: SAF-T-FLO; or pre-approved equal.

2.19 VENT CAPS

- A. Type: Mushroom-style vent cap.
- B. Material: Schedule 40 PVC housing and cap. Polypropylene screen.
- C. Screen Size: 17 x 17 mesh for sizes 2-inch and smaller. 10 x 10 mesh for sizes 3-inch through 6-inch.
- D. Open Area: Minimum 40%.
- E. End Connections: NPT treaded.
- F. Coatings: As specified in Section 09 90 00 – Painting and Protective Coatings.
- G. Manufacturer and Products:
 1. Gizmo (1/16 – 8 inch)
 2. Or pre-approved equal.

2.20 INSULATION

- A. As indicated on Drawings or pipe schedule.

2.21 FINISHES

- A. Prepare piping appurtenances for field finishes as specified in Section 09 90 00 – Painting and Protective Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Drawings.
- B. Inspect existing flanges for nonstandard bolt hole configurations or design and verify that new pipe and flanges mate properly.

- C. Verify that openings are ready to receive sleeves and firestopping.
- D. Verify that pipe plain ends to receive sleeve-type couplings are smooth and round for 12 inches from pipe ends.
- E. Verify that pipe outside diameter conforms to sleeve manufacturer's requirements.

3.2 PREPARATION

- A. Cleaning: Thoroughly clean end connections before installation.
- B. Close pipe and equipment openings with caps or plugs during installation.
- C. Surface Preparation: Clean surfaces to remove foreign substances.

3.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00 – Product Requirements.
- B. No shipment shall be made until the Contractor has an approved shop drawing submittal.
- C. Delivery of Materials: Products shall be delivered in original, unbroken packages, containers, or bundles bearing the name of the manufacturer.
- D. Storage: Products shall be carefully stored in a manner that will prevent damage and in an area that is protected from the elements.
- E. Protection of Equipment: Equipment shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and storage. Equipment shall be protected from exposure to corrosive fumes and shall be kept thoroughly dry at all times.

3.4 INSTALLATION

- A. Install in accordance with manufacturer's written instructions and approved submittals.
- B. Coating: Finish piping appurtenances as specified in Section 09 90 00 – Painting and Protective Coatings.
- C. Pipe Penetrations:
 - 1. Flashing:
 - a. Provide flexible flashing and metal counterflashing where piping penetrates weatherproofed or waterproofed walls, floors, and roofs.
 - b. Flash floor drains with topping over finished areas with lead, 10-inches clear on sides, with minimum 36-by-36-inch sheet size.
 - c. Fasten flashing to drain clamp device.
 - 2. Sleeves:
 - a. Exterior Watertight Entries: Seal with mechanical sleeve seals.
 - b. Set sleeves in position in forms and provide reinforcement around sleeves.
 - c. Size sleeves large enough to allow for movement due to expansion and contraction and provide for continuous insulation wrapping.
 - d. Extend sleeves through floors 1 inch above finished floor level and calk sleeves.
 - e. Where piping penetrates floor, ceiling, or wall, close off space between pipe and adjacent Work with firestopping insulation and calk airtight.
 - f. Provide close-fitting metal collar or escutcheon covers at both sides of penetration.
 - g. Install stainless-steel escutcheons at finished surfaces.

- D. Firestopping:
1. Materials: Per manufacturer's recommendation.
 2. Placement:
 - a. Place foamed material in layers to ensure homogenous density, filling cavities and spaces.
 - b. Place sealant to completely seal junctions with adjacent dissimilar materials.
 3. Fire-Rated Surfaces:
 - a. Seal opening at floor wall partition ceiling and roof.
 - b. Install sleeve through opening and extend beyond minimum of 1-inch on both sides of building element.
 - c. Size sleeve, allowing minimum of 1-inch void between sleeve and building element.
 - d. Pack voids with backing material.
 - e. Seal ends of sleeve with UL-listed, fire-resistive silicone compound to meet fire rating of structure penetrated.
 4. Non-rated Surfaces:
 - a. Seal opening through non-fire-rated wall partition floor ceiling and roof.
 - b. Install sleeve through opening and extend beyond minimum of 1-inch on both sides of building element.
 - c. Size sleeve to allow minimum of 1-inch void between sleeve and building element.
 - d. Install type of firestopping material recommended by manufacturer.
 - e. Occupied Spaces:
 - 1) Install escutcheons floor plates or ceiling plates where conduit penetrates non-fire-rated surfaces in occupied spaces.
 - 2) Occupied spaces include rooms with finished ceilings and rooms where penetration occurs below finished ceiling.
 - f. Exterior Wall Openings below Grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place according to manufacturer instructions.
 - g. Interior Partitions:
 - 1) Seal pipe penetrations at clean rooms, laboratories, computer rooms, telecommunication rooms, and data rooms.
 - 2) Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.
- E. Flexible Connections: Install flexible couplings at connections to equipment and where indicated on Drawings or as required by equipment or piping manufacturer.
- F. Expansion Joints:
1. Install flexible couplings and expansion joints at connections to equipment and where indicated on Drawings or as required by equipment or piping manufacturer.
 2. If expansion joint is supplied with internal sleeve, indicate flow direction on outside of joint.
- G. Air Release and Vacuum Breakers: Provide vacuum breakers as indicated on Drawings.
- H. Backflow Preventers:
1. Install with nameplate and test cock accessible.
 2. Install according to local code requirements.
 3. Do not install in vertical position.

3.5 PIPING FLEXIBILITY PROVISIONS

- A. General:
1. Install thrust protection.
 2. Install flexible couplings to facilitate piping installation, in accordance with approved shop drawings.

- B. Flexible Joints at Concrete Backfill or Encasement: Install within 18-inch or one-half pipe diameter, whichever is less, from the termination of any concrete backfill or concrete encasement.
- C. Flexible Joints at Concrete Structures:
 - 1. Install 18-inch or less from the face of structures; joint may be flush with face.
 - 2. Install a second flexible joint, whether shown or not.
 - a. Pipe Diameter 18-inch and smaller: Within 18-inch of the first joint.
 - b. Pipe Diameter Larger than 18-inch: Within one pipe diameter of the first joint.

3.6 PIPING TRANSITION

- A. Applications:
 - 1. Provide complete closure assembly where pipes meet other pipes or structures.
 - 2. Pressure Pipeline Closures: Plain end pieces with double flexible couplings, unless otherwise shown.
 - 3. Restrained Joint Pipe Closures: Install with thrust tie-rod assemblies as shown or in accordance with NFPA 24.
 - 4. Gravity Pipe Closures: As specified for pressure pipelines, or concrete closures.
 - 5. Concrete Closures: Use to make connections between dissimilar pipes where standard rubber gasketed joints or flexible couplings are impractical, as approved.
 - 6. Elastomer sleeves bonded to pipe ends are not acceptable.
- B. Installation:
 - 1. Flexible Transition Couplings: Install in accordance with coupling Manufacturer's instructions to connect dissimilar pipe and pipes with a small difference in outside diameter.
 - 2. Concrete Closures:
 - a. Locate away from structures so that there are at least two flexible joints between the closure and pipe entering the structure.
 - b. Clean pipe surface before closure collars are placed.
 - c. Wet non-metallic pipe thoroughly prior to pouring collars.
 - d. Prevent concrete from entering pipe.
 - e. Extend collar a minimum of 12-inch on each side of joint with minimum thickness of 6-inch around outside diameter of pipe.
 - f. Make entire collar in one placement.
 - g. After concrete has reached initial set, cure by covering with well-moistened earth.

3.7 PIPING EXPANSION

- A. Piping Installation: Allow for thermal expansion due to differences between installation and operating temperatures.
- B. Expansion Joints:
 - 1. Grooved Joint and Flanged Piping Systems: Elastomer Bellows Expansion Joint.
 - 2. Nonmetallic Pipe: Teflon Bellows Expansion Joint.
 - 3. Screwed and Soldered Piping Systems: Copper or Galvanized and Black Steel Pipe Expansion Compensator, as applicable.
 - 4. Pipe Run Offset: Flexible Metal Hose.
- C. Bellows Type Expansion joints:
 - 1. Install bellows type expansion control joints at piping connections to mechanical equipment to prevent damaging stresses due to normal expansion and contraction with temperature changes in piping and connected equipment.
 - 2. Install bellows type expansion joints to allow 2-1/4-inch expansion per 100 linear feet of piping.

3. Install expansion joints adjacent to an anchor and provide 1 concentric guide on piping within 12 pipe diameters, but not more than 5 feet, from the end of the joint opposite the anchor.
 - a. Locate a similar guide approximately 30 diameters but not more than 10 feet from the first.
 4. For expansion joints not installed adjacent to an anchor provide 2 concentric guides similarly located at each end of the joint.
 5. Space intermediate supports a minimum of 10 feet, and tack weld the protective saddles to the pipe.
- D. Anchors and Anchor Walls: Install to withstand expansion thrust loads and to direct and control thermal expansion.

3.8 SERVICE SADDLES AND THRUST TIES

- A. Service Saddles:
1. Ferrous Metal Piping (except stainless steel): Double-strap iron.
 2. Plastic Piping: Nylon-coated iron.
 3. All service saddles shall be provided with a corporation stop.
- B. Thrust Ties:
1. Install where shown and where required to restrain the force developed by the specified test pressure.
 2. Steel Pipe: Attach with fabricated lugs.
 3. Ductile Iron Pipe: Attach with socket clamps against a grooved joint coupling or flange.
 4. Flanged Coupling Adapters: For exposed installations, install Manufacturer's anchor studs through the coupling sleeve.
- C. Installation: Install in accordance with Manufacturer's written instructions.
1. Before coupling, clean pipe holdback area of oil, scale, rust, and dirt.
 2. Remove pipe coating, if necessary, to present smooth surface.

3.9 FLEXIBLE PIPE CONNECTIONS TO EQUIPMENT

- A. Tie Bolts: Tighten snug prior to applying any pressure to the system.

3.10 INSULATING FLANGES, COUPLINGS, AND UNIONS

- A. Applications:
1. Copper to ferrous metal piping connections.
 2. Catholically protected piping penetration to buildings and watertight structures.
 3. Submerged to un-submerged metallic piping connections.
 4. Where required for electrically insulated connection.
- B. Installation of Insulating Kits: Drill oversize to accommodate insulating sleeves through the bolt holes, assuming standard bolt sizes.
- C. Pipe Installation:
1. Insulating joints connecting immersed piping to non-immersed piping shall be installed above maximum water surface elevation.
 2. All submerged carbon steel, ductile iron, or galvanized piping in reinforced concrete basins shall be isolated from the concrete reinforcement steel.

3.11 WALL PIPES

A. Applications:

1. As specified in Section 40 23 39 – Process Piping, General.
2. Watertight and Below Ground Penetrations:
 - a. Wall pipes with thrust collars.
 - b. Provide taps for stud bolts in flanges to be set flush with wall face.
 - c. Existing Walls: Rotary drilled holes.
3. Wall Pipe Installation:
 - a. Isolate embedded metallic piping from concrete reinforcement.
 - b. Support wall pipes securely by formwork to prevent contact with reinforcing steel and tie-wires.

3.12 PIPE SLEEVES

A. Application:

1. As specified in Section 40 23 39 – Process Piping, General.
2. Above Grade in Non-submerged Areas: Hot-dip galvanized after fabrication.
3. Below Grade or in Submerged or Damp Environments: Shop-lined and coated.

B. Installation:

1. Support non-insulating type securely in form work to prevent contact with reinforcing steel and tie-wires.
2. Caulk joint with rubber sealant or seal with wall penetration seal.

3.13 MISCELLANEOUS SPECIALTIES

- #### A. Install in accordance with manufacturer's instructions.

3.14 FIELD QUALITY CONTROL

- #### A. After installation, inspect for proper supports and interferences.
- #### B. Repair damaged coatings with material equal to original coating.

3.15 CLEANING

- #### A. Keep equipment interior clean as installation progresses.

END OF SECTION

SECTION 40 73 13 – PRESSURE GAUGES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section Includes:
 - 1. Pressure Gauges
- B. Related Sections:
 - 1. Section 40 70 00 – Instrumentation for Process Systems

1.2 REFERENCES

- A. ASME International:
 - 1. B40.100 – Pressure Gauges and Gauge Attachments.

1.3 SUBMITTALS

- A. Subject to the requirements of Section 01 33 00 – Submittal Procedures.
- B. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

1.4 COORDINATION

- A. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

1.6 WARRANTY

- A. Furnish five-year manufacturer's warranty for pressure gauges.
- B. See Section 01 78 36 – Warranties and Bonds for additional requirements.

1.7 SPARE PARTS

- A. Furnish 20% spare gauges, with a minimum of one gauge for each range used.

PART 2 - PRODUCTS

2.1 PRESSURE GAUGES

- A. Manufacturers:
 - 1. Ametek
 - 2. Ashcroft
 - 3. Omega
 - 4. Winters
- B. Dials:
 - 1. Nominal Diameter: 6 in.
 - 2. Face: White, laminated plastic dials with black graduations.
 - 3. Scale: Extend over arc not less than 270°

4. Ranges and Graduation Units: As specified in pressure gauge schedule.
- C. Cases:
1. Liquid Filled
 2. Material: Aluminum
 3. Type: Blowout protected
 4. Provide removable rear plate.
 5. Windows:
 - a. Material: Clear, shatterproof glass
 - b. Thickness: 1/8 in.
 - c. Provide gasket.
- D. Connection:
1. Location: Bottom
 2. Socket:
 - a. 1/4 in. or 1/2 in. NPT male thread
 - b. Material: Brass forging
 - c. Extend minimum 1 1/4 in. below gauge cases
 - d. Provide wrench flats.
 3. Mounting: As specified in Drawings.
- E. Measuring Element:
1. Bourdon Tubes:
 - a. Material: Phosphorous bronze to brass socket.
 - b. Provided welded, stress-relieved joints.
 2. Movement:
 - a. Rotary geared
 - b. Material: Stainless steel
 3. Accuracy:
 - a. As specified in ASME B40.100.
 - b. Plus and minus 0.5% of full-scale range
- F. Adjustment:
1. Provide for zero-reading adjustment.
 2. Adjusting Screws: Accessible from rear of case without need for disassembly.
- G. Accessories:
1. Pressure Snubber:
 - a. Material: Type 316 stainless steel
 - b. Provide isolation valve.
 2. Shutoff Cocks: Furnished by gauge manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

3.2 INSTALLATION

- A. Coordinate location and orientation of gauges and seal assemblies with final piping and equipment installations.
- B. Make sure that gauges are located to be easily read during operation and easily accessible for maintenance.

- C. Where a 90° fitting is required, install a tee-fitting with a plug.
- D. See Section 40 70 00 – Instrumentation for Process Systems for additional requirements, including requirements for seal assemblies.

3.3 FIELD QUALITY CONTROL

- A. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

3.4 DEMONSTRATION

- A. See Section 40 70 00 – Instrumentation for Process Systems for requirements.

3.5 ATTACHMENTS

- A. Pressure Gauge Schedule:

Instrument Tag	Application	Measurement Range
20PI101	RAS Pump #1 Discharge Pressure	0-50 psi
20PI102	RAS Pump #2 Discharge Pressure	0-50 psi
20PI103	RAS Pump #3 Discharge Pressure	0-50 psi
20PI104	RAS Pump #4 Discharge Pressure	0-50 psi
20PI105	RAS Pump #5 Discharge Pressure	0-50 psi

* Provided as part of Contractor's scope of supply.

END OF SECTION



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MEETING MINUTES

Hilliard N. Fletcher WRRF RAS Pumping Improvements

To: Attendees **Date:** February 25, 2026
From: Garver
RE: Hilliard N. Fletcher WRRF RAS Pumping Improvements
Mandatory Pre-Bid Conference Meeting Minutes
Project Info: File No. OCA-26-0024
Garver Project No. 2500802

Nothing stated or distributed at this meeting will change the contract documents unless thru written addendum.

The mandatory Pre-Bid Conference for the construction of the Hilliard N. Fletcher Water Resource Recovery Facility (HFWRFF) RAS Pumping Improvements was held on Monday, February 23, 2026. This meeting was conducted at the Council Chambers Room at City Hall in Tuscaloosa, Alabama and began at 10:00 AM (CST) and concluded at approximately 10:20 AM (CST).

- Introductions and Sign-in Sheet
 - City of Tuscaloosa
 - Water and Sewer Process Director: Cory Sexton
 - Water/Sewer Contract Compliance Manager: Amy Whitson
 - Office of City Attorney Representative: Sarah Miller
 - Garver
 - Project Manager: Matt Tabor
 - Contact information: MLTabor@GarverUSA.com or (205) 443-9498
 - Contractors
 - Official attendance of contractors was taken by Matt Tabor. The following contractors were represented:
 - Price Civil Services
 - Hemphill Construction
 - REV Construction
 - Haren Construction
 - Mark Johnson Construction
 - Apex Civil Construction
- Project Schedule – Bidding
 - Bids will be received until **Monday, March 2, 2026**, at **10:00 AM** (CST) at the Council Chambers Room. To meet the project schedule, the bid opening date will not change unless absolutely necessary.

February 25, 2026

Hilliard N. Fletcher RAS Pumping Improvements – **Mandatory Pre-Bid Conference Meeting Minutes**

- The deadline for questions and clarifications is **Wednesday, February 25, 2026**. Questions received after this date may not be answered. The final addenda will be issued by **Friday, February 27, 2026**. Bidders were encouraged to submit their questions as soon as possible.
- Contract award to be made within 60 days of bid opening.
- Addenda
 - Addenda will be issued through the City of Tuscaloosa Online Planroom via Central Bidding.
 - No oral interpretation of the contract documents will be made during the pre-bid meeting.
- Bid Opening and Evaluation
 - Bids will be received at the Council Chamber at City Hall (the same location at the prebid meeting) at **10:00 AM (CST) on Monday, March 2, 2026**.
 - No bids will be accepted after bid time is called. Bids may be submitted electronically through Central Bidding (www.centralbidding.com). Electronic bids must meet all requirements as if submitting a bid in-person.
 - Refer to Front End Documents, Section Two – Instructions to Bidders for all bidding requirements.
 - Article 4, Bid Submission Requirements
 - All paper bids are to be enclosed in a sealed envelope addressed to the City Clerk, 2201 University Boulevard, City Hall, Tuscaloosa, Alabama.
 - All bids are to be marked with the following: “Hilliard N. Fletcher WRRF RAS Pumping Improvements”, “Bid Enclosed”, “Attention City Clerk”.
 - General Contractor’s name and current license number must be labeled on outside envelope.
 - Bidders must use the proposal forms provided in the contract documents.
 - All sealed bids must include a copy of the General Contractor’s license.
 - Article 6, Bid Security
 - All bonds and/or cashier’s 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**.
 - Section Three – Bid Proposal
 - All forms must be completed in their entirety.
 - Bidder Information.
 - Addenda Acknowledgement.
 - Price included for as-built drawings.
 - Experience.
 - Subcontractor(s).
 - Surety Information.
- Attachment A: Bid Proposal Review
 - The **Base Bid** is comprised of **4 bid items**.
 - Bid Form Requirements:
 - Lump sum items and unit price items are to be filled in on the appropriate blanks.
 - The price for lump sum items is to be written (in numbers) in the Bid Price column.
 - For unit price items, bidders will write in the unit price in the appropriate column.
 - Contingency allowances are to be included in the final base bid price.

- Specification Section 01 20 00, Price and Payment Procedures, provides details of each of the Base Bid items.
 - **Base Bid Item 2** covers all Work for the RAS Pump Improvements not listed as separate bid items, including but not limited to:
 - Dry Pit Submersible Pumps
 - Demolition
 - Piping Modifications
 - Insertion Style Buried Plug Valve and Installation
 - Soleplate pump support design
 - Structural Modifications
 - **Base Bid Item 3** covers all Work required for the installation and removal of 16" plug valves within the dry pit area.
 - Specification Section 44 10 00, Digester Cleaning and Cover Inspection, provides cleanout requirements, including, but not limited to:
 - Demolition
 - Installation of the valves
 - **Base Bid Item 4** covers a contingency allowance to be used on change authorization basis for items required during completion of the project.
 - To be used solely at the discretion of the Owner
- There are five (5) **Deductive Alternates**
 - **Deductive Alternate No. 1**
 - Deduct all work associated with the replacement of **RAS Pump No. 4** in its entirety
 - Including:
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping
 - **Deductive Alternate No. 2**
 - Deduct all work associated with the replacement of **RAS Pump No. 3** in its entirety
 - Including:
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping
 - **Deductive Alternate No. 3 (*This Deductive Alternate has been updated since this meeting)**
 - Deduct all work associated with the replacement of **RAS Pump No. 2** in its entirety
 - Including:
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves

- Piping
- **Deductive Alternate No. 4**
 - Deduct all work associated with the replacement of **RAS Pump No. 5** in its entirety
 - Including:
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping
 - The Lowest Responsible Bidder is defined as the bidder that submits the lowest base bid less the selected, sequential deductive alternates. The deductive alternates are listed in order of priority and will be taken in order. The final budget will be established following bid opening based on submitted bids.
- Project Construction Schedule
 - Contractor to complete the Project within **180** consecutive days following the issuance of the written “Notice to Proceed” or 30 days from the date of contract execution if no notice is issued.
- Summary of Work
 - Work of the Project generally includes return activated sludge pumping improvements. More specifically, the Work includes, but is NOT limited to:
 - Replacement of the existing return activated sludge (RAS) pumps.
 - Demolition of existing pumps including piping, valving, instrumentation, and pipe supports associated with the pump suction and discharge piping.
 - Installation of new pumps including new piping, valving, instrumentation, pipe supports, and associated instrumentation.
 - Modification to existing VFDs for compatibility with new pumps.
- Work Requirements
 - Bidders should familiarize themselves with the Section 01 14 00, Work Restrictions.
 - Bidders should also familiarize themselves with other elements of the project requirements:
 - Section 01 30 00, Administrative Requirements.
 - Meetings (preconstruction, progress, preinstallation, facility startup, and closeout).
 - Section 01 32 16, Construction Progress Schedule.
 - Section 01 33 00, Submittal Procedures.
 - Section 01 50 00, Temporary Facilities and Controls.
- Following the prebid meeting, project representatives were available at the project site to meet with bidders. The following contact information for plant staff was provided to request days/times to make additional visits.
 - Dustin Grammer, DGRammer@Tuscaloosa.com
 - Steven Shaw, SShaw@Tuscaloosa.com

Attachments: **Meeting Attendees (Sign-in Sheet)**
PDF Copy of Pre-Bid Conference Presentation



SIGN-IN SHEET

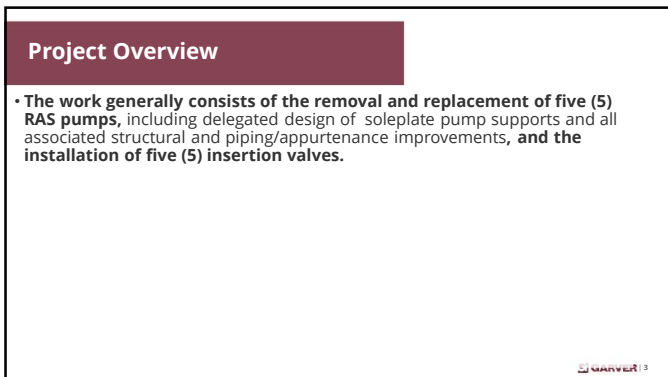
Name	Representing	Phone #	Email
Wes Gammer	Price Civil Services	205-535-8518	estimating@pricecivil.com
WILSON CROCKETT	HEMPHILL CONSTRUCTION	206-405-5759	WCROCKETT@HEMPHILLCONSTRUCTION.COM
Melanie Tucker	REV Construction	205-349-1860	mtucker@revconstructioninc.com
THAD SIMERLY	HAREN Construction	423-307-3853	tsimerly@HarenConstruction.com
MARK JOHNSON	MJC	205-752-1978	mark@MJohnsonconstruction.com
NOAH EGAN	mjl	205-585-3664	NOAH@MJOHNSONCONSTRUCTION.COM
Brian Wheat	Apex Civil Construction	205-361-5797	brian@apexcivilconstruction.com
Justin Crowe	Jim House	(205) 438-0969	jcrowe@jimhouse.com
Troy Smith	Jim House	205-438-3843	tsmith@jimhouse.com
Sarah Miller	COT-OCA	205-248-5140	sarah.miller@tuscaloosa.com



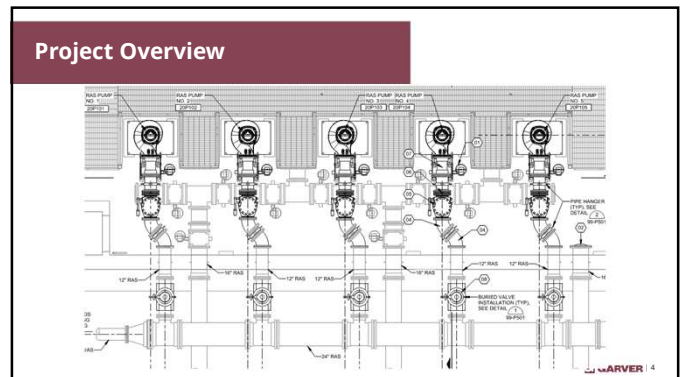
1



2



3



4

Front End Documents Review

Bid Opening and Evaluation

- Bids are due by
 - Council Chamber of City Hall
- Section Two - Instructions to Bidders
 - Paper Bids can be mailed in a sealed envelope addressed to:
 - City of Tuscaloosa, Attention: Office of the City Attorney, Tuscaloosa City Hall
 - Physical Address: 2201 University Boulevard, Tuscaloosa, Alabama 35401
 - Mailing Address: P.O. Box 2089, Tuscaloosa, Alabama 35403
 - Electronic bids must be submitted by controlled, secure electronic means through Central Bidding at www.centralbidding.com and must follow same requirements as physical submissions



9

Front End Documents Review

Bid Opening and Evaluation

- Prices of Mobilization and Demobilization shall not exceed 5% of the total base bid
- The price or cost of all items bid shall remain in effect for a period of 60 days after Notice of Award
- **Article 4, Bid Submission Requirements**
 - Sealed envelope, addressed to City of Tuscaloosa, Attn: City Clerk
 - Bid labeled on outside of envelope
 - Provide GC license number on outside of envelope
 - Use proposal forms provided
 - Include a copy of GC license within envelope
- **Article 8, Bid Security**
 - 5% Bid Bond or cashier's/certified check, not more than \$10,000



10

Front End Documents Review

Bid Opening and Evaluation

- **Section Three - Bid Proposal**
 - Complete all forms in their entirety
 - Bidder Information
 - Addenda Acknowledgement
 - Price included for as-built drawings
 - Experience
 - Subcontractor(s)
 - Surety Information



11

Front End Documents Review

Bid Proposal

- Specification 01 20 00 – Price and Payment Procedures provides details of each Base Bid Item
- Base Bid is comprised of 4 bid items.

Base Bid Item No.	RFI City	Description (Bidder to write Bid Price/Unit Price in words)	UNIT PRICE	BID PRICE
1	115	Mobilization and demobilization for the lump sum of (maximum of 5% of base bid):	N/A	\$
2	115	All items as defined in the Contract Documents except those items listed separately below, for the lump sum of:	N/A	\$
3	414	Excavate and install one (1) 18-inch diameter pipe valve to be installed within the city pit area. Cost to include removal of existing pipe valve.	\$	\$
4	115	Contingency Allowance to be used on a charge authorization basis for items required during completion of this Project to be used solely at the discretion of the Owner. For the lump sum of: One Hundred Thousand Dollars	N/A	\$100,000
Total Base Bid Price			\$	\$



12

Front End Documents Review

Bid Proposal

- Lump sum items and unit price items are to be written (in words) on the appropriate blanks

Base Bid Item No.	RFI Qty	Description (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words)	Unit Price	Bid Price
1	1.15	Modification and demarcation for the lump sum of (maximum of 5% of base bid)	N/A	\$
2	1.15	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	N/A	\$
3	4.1A	Remove and install one (1) 18-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	\$	\$
4	1.15	Contingency Allowance to be used on a charge authorization basis for items required during completion of the Project to be used solely at the discretion of the Owner, for the lump sum of: One Hundred Thousand Dollars	N/A	\$ 100,000
Total Base Bid Price				\$

13

Front End Documents Review

Bid Proposal

- The price for lump sum items is to be written (in numbers) in the bid price column
- For unit price items, bidder will write in the unit price in the appropriate column

Base Bid Item No.	RFI Qty	Description (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words)	Unit Price	Bid Price
1	1.15	Modification and demarcation for the lump sum of (maximum of 5% of base bid)	N/A	\$
2	1.15	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	N/A	\$
3	4.1A	Remove and install one (1) 18-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	\$	\$
4	1.15	Contingency Allowance to be used on a charge authorization basis for items required during completion of the Project to be used solely at the discretion of the Owner, for the lump sum of: One Hundred Thousand Dollars	N/A	\$ 100,000
Total Base Bid Price				\$

14

Front End Documents Review

Bid Proposal

- Contingency allowance are to be included in the final base bid price

Base Bid Item No.	RFI Qty	Description (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words)	Unit Price	Bid Price
1	1.15	Modification and demarcation for the lump sum of (maximum of 5% of base bid)	N/A	\$
2	1.15	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	N/A	\$
3	4.1A	Remove and install one (1) 18-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	\$	\$
4	1.15	Contingency Allowance to be used on a charge authorization basis for items required during completion of the Project to be used solely at the discretion of the Owner, for the lump sum of: One Hundred Thousand Dollars	N/A	\$
Total Base Bid Price				\$

15

Front End Documents Review

Bid Proposal

- Bid Item 2 covers all work required for the RAS Pump improvements
- Including but not limited to
 - Dry Pit Submersible Pumps
 - Demolition
 - Piping Modifications
 - Insertion Style Buried Plug Valve and Installation
 - Soleplate pump support design
 - Structural Modifications

Base Bid Item No.	RFI Qty	Description (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words) (Bidder to write Bid Price/Unit Price in words)	Unit Price	Bid Price
1	1.15	Modification and demarcation for the lump sum of (maximum of 5% of base bid)	N/A	\$
2	1.15	All Work as defined in the Contract Documents except those items listed separately below, for the lump sum of:	N/A	\$
3	4.1A	Remove and install one (1) 18-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	\$	\$
4	1.15	Contingency Allowance to be used on a charge authorization basis for items required during completion of the Project to be used solely at the discretion of the Owner, for the lump sum of: One Hundred Thousand Dollars	N/A	\$ 100,000
Total Base Bid Price				\$

16

Front End Documents Review

Bid Proposal

- Bid Item 3 covers all work required for the installation and removal of a 16" plug valve within the dry pit area.
- Including but not limited to
 - Demolition
 - Installation of valve

Base Bid Item No.	Est Qty	Description (bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.15	Demolition and reconstruction for the base bid of (quantity of 1% of base bid)	N/A	5
2	1.15	All work as defined in the Contract Documents except those items listed separately below, for the lump sum.	N/A	5
3	1.15	Remove and install one (1) 16-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	5	5
4	1.15	Remove and install one (1) 16-inch forged plug valve to be installed within the dry pit area. Cost to include removal of existing plug valve.	N/A	5
Total Base Bid Price				5

17

Front End Documents Review

Deductive Alternates

There are four (4) deductive alternate items.

Deductive Alternate Item No.	Est Qty	Description (bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.15	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
2	1.15	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
3	1.15	Deduct all work associated with the replacement of RAS Pump No. 2 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
4	1.15	Deduct all work associated with the replacement of RAS Pump No. 1 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5

18

Front End Documents Review

Deductive Alternates

- Deductive Alternate No. 1
 - Deduct all work associated with the replacement of **RAS Pump No. 4** in its entirety
 - Including
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping

Deductive Alternate Item No.	Est Qty	Description (bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.15	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
2	1.15	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
3	1.15	Deduct all work associated with the replacement of RAS Pump No. 2 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
4	1.15	Deduct all work associated with the replacement of RAS Pump No. 1 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5

19

Front End Documents Review

Deductive Alternates

- Deductive Alternate No. 2
 - Deduct all work associated with the replacement of **RAS Pump No. 3** in its entirety
 - Including
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping

Deductive Alternate Item No.	Est Qty	Description (bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.15	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
2	1.15	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
3	1.15	Deduct all work associated with the replacement of RAS Pump No. 2 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5
4	1.15	Deduct all work associated with the replacement of RAS Pump No. 1 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	5

20

Front End Documents Review

Deductive Alternates

- Deductive Alternate No. 3
 - Deduct all work associated with the replacement of **RAS Pump No. 2** in its entirety
 - Including
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves

Deductive Alternate Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.0	Deduct all work associated with the replacement of RAS Pump No. 1 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
2	1.0	Deduct all work associated with the replacement of RAS Pump No. 2 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
3	1.0	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
4	1.0	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$

21

Front End Documents Review

Deductive Alternates

- Deductive Alternate No. 4
 - Deduct all work associated with the replacement of **RAS Pump No. 5** in its entirety
 - Including
 - Selective Demolition
 - Replacement of platform
 - Pump supports
 - Isolation Valves
 - Piping

Deductive Alternate Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1.0	Deduct all work associated with the replacement of RAS Pump No. 1 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
2	1.0	Deduct all work associated with the replacement of RAS Pump No. 2 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
3	1.0	Deduct all work associated with the replacement of RAS Pump No. 3 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$
4	1.0	Deduct all work associated with the replacement of RAS Pump No. 4 in its entirety including selective demolition and replacement of platform, pump supports, and isolation valves.	N/A	\$

22


Lowest Responsible Bidder

Defined as the bidder that submits the **lowest base bid** less the **selected, sequential deductive alternates**.

23

Work Restrictions

- Pumps No. 3 & 4 are currently in service.
- Sec. 01 14 00 has a proposed work sequencing.



24

Project Bid Schedule

Milestone	Date	
Pre-Bid Meeting	2/23/2026	
Deadline for Questions	2/25/2026	
Final Addenda Deadline	2/27/2026	
Bid Opening	3/2/2026	

Contract award to be made within 60 days of the bid opening.



25

Site Visit

The facility is available for site visits today:

**4010 Reese Phifer Avenue
Tuscaloosa, AL 35401**



26

Additional Information

To schedule a site visit, contact:

Dustin Grammer, DGrammar@Tuscaloosa.com

Steven Shaw, Sshaw@Tuscaloosa.com

Questions Can be Submitted in Writing to:

Matt Tabor, MLTabor@GarverUSA.com



27



Questions, Discussion and Site Visit

February 23, 2026



28

**QUESTIONS AND ANSWERS NO. 1
TO THE CONTRACT DOCUMENTS
For the Construction of
Hilliard N. Fletcher RAS Pumping Improvements
Tuscaloosa, Alabama**

Date: February 25, 2026
Project No.: 2500802

To All Plan holders and/or Prospective Bidders:

Question No.	Specification Section	Drawing/ Detail Number	Question	Response	Addendum Information
1.		20-P402-1	Drawing 20-P402 Section 1, are contractors to supply a new flex/expansion fitting between the base 90 and the suction plug valve? If so, can you indicate which product is preferred?	This section of pipe is intended to be a spool piece between the 16" base 90° bend and the 16" suction plug valve.	
2.	09 96 00, High Performance Coatings		Specification Section 09 96 00, item 3.9 indicates the required coating systems to use for submersible pumps and metal fabrications, but does not list piping. Specification Section 40 23 39.1 Process Piping Schedule appears to call for aboveground RAS piping to be EPP coating. Can you clarify that this would be system 3 in section 09 96 00?	Piping will be coated utilizing System 3 as detailed in Section 09 96 00, High Performance Coatings.	See revised specification section included in Addendum No. 1.
3.		99-P501-1	Is excavated material for the insertion valve installation suitable for backfill?	Excavated material is not suitable for backfill. Bedding and backfill material shall be in accordance with Specifications 31 23 23.13 <i>Fill and Backfill</i> and 31 23 23.16 <i>Tench Backfill</i> . See Standard Detail 1 on sheet 99-P501.	
4.		20-P401	Are there any known utilities above the 12" RAS line we are to install the valves on?	There is an electrical duct bank located south of the proposed insertion valves. Record drawings for this duct bank will be provided for reference.	See record drawings included in Addendum No. 1.
5.	01 20 00 Price and Payment Procedures	20-P402	Base Bid Item No. 3 has a quantity of four (4) for the replacement of 16" plug valves. Does this Bid Item refer to the plug valves required at the suction for the RAS Pumps and should a fifth plug valve cost be added to Bid Item No. 2?	Base Bid Item No. 3 refers to four (4) additional plug valves required in the dry pit area. These valves include isolation valves on the suction header to help the contractor with flow isolation or for the piping segments from each clarifier. Base Bid Item No. 2 should capture the five (5) plug valves associated with the RAS Pump suction piping that is being replaced as part of the Work identified in the design drawings.	
6.	40 05 06 Process Piping Specialties		Specification Section 40 70 00 2.8B directs you to Section 40 05 06 for design requirements on the annular pressure seals. However, information is not included in that section. Can you please clarify?	Additional annular pressure seal language has been added to Specification Section 40 05 06 Process Piping Specialties to clarify design requirements.	See revised specification section included in Addendum No. 1.
7.	40 73 13 Pressure Gauges		Please clarify design requirements and type for Pressure Gauges.	Specification Section 40 73 13 Pressure Gauges will be added in Addendum No. 1.	See specification section included in Addendum No. 1.
8.	26 05 93 Electric Motors		The specified RTD/PT100 bearings are not available on the standard midrange pump. Can this requirement be waived?	Pump manufacturer will be responsible for providing Flygt MiniCAS or similar system to relay both internal moisture and motor overtemperature alarms.	

END OF QUESTIONS AND ANSWERS

SCALE: 1"=20'

[01] [01] [42] [58] [61]
[01] [01] [42] [60]

SECTION C
E-2

[60] [62] [63] [63] [63]
[02] [62] [63] [63] [63]

SECTION F
E-2

AERATION BASIN
SEE DWG. 5-E1

AERATION BASIN
(FUTURE)

IT NOT THE INTENTION OF THESE DRAWINGS TO SHOW ALL UTILITIES. THERE MAY BE EXISTING ELECTRICAL LINES, TELEPHONE LINES, SMALL PROCESS LINES, SMALL WATER AND GAS LINES IN AREAS SHOWN FOR NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES AS SPECIFIED BY THE SPECIFICATIONS.

NOTE:
SEE E-4 FOR DUCT BANK DEFINITIONS.

MTG
LPB1-31,33,35

LPB1-37,39,41

408

F
E-2

LV-E2D4
HV-E2D4

415

C-E2D4

405

(72)

MATCH LINE SEE DWG E-3

MATCH LINE SEE DWG E-4



DSGN	N.M. ADAMS				
DR	N.M. ADAMS				
CHK	J.D. LINSLEY				
APVD	D. SANDRETTO	NO.	DATE	REVISION	BY: APVD

REUSE OF DOCUMENTS
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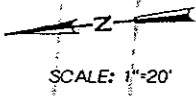
GRAPHIC SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

TUSCALOOSA WASTEWATER TREATMENT PLANT
EXPANSION PHASE I
FOR THE
CITY OF TUSCALOOSA
TUSCALOOSA, ALABAMA

ELECTRICAL
SITE PLAN

SHEET X
DWG NO. E-2
DATE OCT. 1991
PROJ. NO. MGM24325.H1

MATCH LINE SEE DWG E-2



SCALE: 1"=20'

[41] [42] [41] [41] [42] [41]

[01] [01]

SECTION A
E-3

[01] [01] [42] [58] [61] [62] [68] [63] [63] [02]
[01] [01] [42] [60] [42] [62] [68] [63]

SECTION B
E-3

[62] [63] [63] [63] [58] [61] [02]
[62] [63] [63] [63] [60] [42]

SECTION AJ
E-3

SECONDARY CLARIFIER
SEE DWG 4-E3 (TYP)

BLOWER BUILDING
SEE DWG
6-E1
6-E2
6-E3

SECONDARY CLARIFIER

SECONDARY CLARIFIER
(FUTURE)

MOTOR BUS #4
MCC B-2A
MCC B-2B

408
LV-E3B4

415
HV-E3B4

SECONDARY SCUM
PUMP STATION #1
SEE DWG E-24

SECONDARY SCUM
PUMP STATION #2
SEE DWG 4-E3

SECONDARY CLARIFIER

IT IS NOT THE INTENTION OF THESE DRAWINGS TO SHOW ALL UTILITIES, THERE MAY BE EXISTING ELECTRICAL LINES, TELEPHONE LINES, SMALL PROCESS LINES, SMALL WATER AND GAS LINES IN AREAS SHOWN FOR NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES AS SPECIFIED BY THE SPECIFICATIONS.

SECONDARY CLARIFIER

SECONDARY CLARIFIER
(FUTURE)

MATCH LINE SEE DWG E-5

NOTE:
1. SEE E-4 FOR DUCT BANK DEFINITIONS.
2. SEE 4-E3 FOR CIRCUITS.



DSGN	N.M. ADAMS				
DR	N.M. ADAMS				
CHK	J.D. LINSLEY				
APVD	D. SANBRETTO	NO.	DATE	REVISION	BY

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VERTICAL SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

TUSCALOOSA WASTEWATER TREATMENT PLANT
EXPANSION PHASE I
FOR THE
CITY OF TUSCALOOSA
TUSCALOOSA, ALABAMA

ELECTRICAL
SITE PLAN

SHEET X
DWG NO. E-3
DATE OCT. 1991
PROJ. NO. MGM24325.H1