

CITY OF BIRMINGHAM



PROPOSAL and CONTRACT DOCUMENTS

ONE PRATT PARK DEVELOPMENT MASS GRADING & STORMWATER INFRASTRUCTURE PROJECT

**PTK# 143341
035_013.652-001
CD035GR_022028.003**

Date of completion: **60** "calendar" day's construction

Under municipal funds, adopted by the City Council of the City of Birmingham, Alabama on **March 28, 2017**.

Contractor: **TORTORIGI CONSTRUCTION, INC.**

Submitted by: Mayor William A. Bell, Sr.

ma28pep16mm.r3

Recommended by: Director of Planning, Engineering and Permits Department

RESOLUTION NO. 927-17

BE IT RESOLVED by the Council of the City of Birmingham, Alabama that the lump sum bid of Three Hundred Fifty-Six Thousand, Nine Hundred Two and 15/100 Dollars (**\$356,902.15**) submitted by **Tortorigi Construction, Inc.**, 3801 Mary Taylor Road, Birmingham, AL 35235, for the **One Pratt Park Development Mass Grading & Stormwater Infrastructure Project**, located on Hibernian Street in Birmingham, AL, received by the Department of Planning, Engineering and Permits on Friday, March 17, 2017, be and the same is hereby accepted, this being the lowest and best bid submitted. The contract to be awarded is let in compliance with Title 39, Code of Alabama, 1975, as amended, and all other applicable provisions of law.

BE FURTHER RESOLVED that the Mayor be, and he is hereby authorized to enter into a contract with **Tortorigi Construction, Inc.**, in substantially the form contained within the bid documents and in accordance with said bid, providing that the total compensation payable under the contract not exceed the appropriation.

G/L Account: 035_013.652-001

Project Code: CD035GR 022028.003

Three (3) bids submitted

Adopted by the Council March 28, 2017 and Approved by the Mayor April 6, 2017



A CERTIFIED COPY
See Frazee City Clerk
Birmingham, AL

Jan. Frazee

CITY OF BIRMINGHAM



BID SPECIFICATIONS & PROPOSAL

for

One Pratt Park Development Mass Grading & Stormwater Infrastructure Project

Bid Date

Friday, March 17, 2017

Pre-Bid

Wednesday, March 8, 2017

Certified check or bidders bond for five percent (5%) of bid amount, made payable to City of Birmingham must accompany bid

William A. Bell, Sr. - Mayor
Andre V. Bittas - Director
Fred T. Hawkins, P.E. - City Engineer
Chris Nicholson, P.E. - Project Manager

CITY OF BIRMINGHAM
Department of Planning, Engineering and Permits
Engineering Division
Room 220, City Hall
Birmingham, Alabama 35203

One Pratt Park Development
Mass Grading & Stormwater Infrastructure Project

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NOTICE TO CONTRACTORS

Sealed bids for **One Pratt Greenspace Mass Grading and Stormwater Infrastructure Project**, Project Number **PTK 143321**, will be received by the City Engineer in Room 220, City Hall, Birmingham, Alabama until 2 o'clock p.m., **03/17/2017**, at which time and place they will be publicly opened and read in the Room 220 Conference Room, City Hall, Birmingham, Alabama.

The work will consist of the following:

- Installation of storm trunkline and connection to existing storm line.
- Installation of construction fencing and erosion control devices.
- Strip and stockpile topsoil.
- Mass grading of approximately 7 acres and stabilization of disturbed areas.

Bid documents are open to public inspection at the Department of Planning, Engineering and Permits—Engineering Division, Room 220 City Hall, 710 20th Street, North Birmingham, AL 35203.

Bid documents may be viewed and purchased through the City of Birmingham online plans room site at BirminghamBids.ALGraphics.com, under project name **“One Pratt Greenspace Mass Grading and Stormwater Infrastructure Project”**. Any cost for reproduction shall be the responsibility of bidders.

Prospective bidders are advised to check their source of bid documents frequently for any addenda to the bid documents. It is the bidder's responsibility to bid on the correct set of bid documents.

Bids shall be accompanied by a cashier's check drawn on an Alabama bank, or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, in an amount equal to 5% of the bid (subject to maximum of \$10,000) and payable to the City of Birmingham. Bid bonds of the three (3) lowest bidders will be held for a period of ninety (90) days unless bidders agree, in writing, to a longer period of time. No bid may be withdrawn after the scheduled closing time for the receipt of the bids for a period of ninety (90) days.

Only Contractors licensed as General Contractors required by Chapter 8 of Title 34, Sections 1-9, Code of Alabama 1975, as may be amended, are eligible to be awarded the contract. Interested Contractors who desire to submit a bid proposal do not have to hold such licensing at the time of the submission of their bids, but the successful Contractor must obtain such license prior to contract award.

Bids shall be submitted in a sealed envelope marked **“SEALED BID – One Pratt Mass Grading and Stormwater Infrastructure– PTK# 143321** Contractors shall write on the outside of the sealed bid envelope his or her general contractor's license number and the name of the company submitting the bid.

The sealed bid envelope shall contain the following documents: (1) a copy of the general contractor's license, (2) bid bond, (3) the Form of Proposal, (4) the Authorization to Execute form 5) MBE/DBE Form A and D and 6) any other document(s) required by special conditions. The Construction Certification form should be included with the bid proposal; however, if it is not included it must be submitted, with the proper signatures affixed, prior to the execution of the contract.

Special attention is called to the applicability of the Birmingham Plan-Construction Industry Program to this project. Under this Program the utilization of Minority Business Enterprises and Disadvantaged Business Enterprises ("MBE/DBE") is encouraged on a voluntary basis. The Construction Industry Authority establishes a system of floating MBE/DBE goals which may differ from year to year and project to project. Overall, these goals shall not be less than the historical participation of MBE/DBE's in construction projects of the City and its agencies. Additional information about this Program may be obtained from the Executive Director, Birmingham Construction Industry Authority at 3600-4th Avenue, South, Birmingham, AL, 35233; telephone (205) 324-6202. For federally funded contracts, the provisions of the President's Executive Order 11246 and federal agency regulations requiring affirmative action to achieve employment and utilization of minority persons and businesses, and the Davis-Bacon Act provisions are applicable.

As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.

No pre-qualification of bidders will be conducted prior to receiving bids.

A pre-bid conference will be held in the Department of Planning, Engineering and Permits, Conference Room 215, City Hall, Birmingham, Alabama on **03/08/2017 at 3 o'clock p.m.** The pre-bid conference will acquaint potential bidders with various aspects of the project. Attendance at the pre-bid conference is recommended but not required.

It is the bidder's responsibility to make sure that his bid is in the possession of the City Engineer on or before **2:00 p.m., 03/17/2017**. Bids received after this time will not be considered.

The City of Birmingham reserves the right to reject any or all bids and to waive informalities.

Fred T. Hawkins, PE, City Engineer
Christopher Nicholson, Project Manager

NEWSPAPERS
Birmingham News (1 time)
ADVERTISEMENT DATES
02/03/2017

CITY OF BIRMINGHAM

INFORMATION TO BIDDERS

1. Bids will be opened in the Office of the City Engineer, Department of Planning, Engineering and Permits - Engineering Division – Room 220 Conference Room, City Hall, at 3 o'clock p.m., **March 17, 2017**.
2. A pre-bid conference will be held **March 8, 2017**, in Conference Room 220, Department of Planning, Engineering and Permits – Engineering Division, City Hall, Birmingham, Alabama, at 3 o'clock p.m. The pre-bid conference will acquaint potential bidders with various aspects of the project. Attendance is recommended but not required.
3. Contract will be with the City of Birmingham, Alabama
4. Location of work: **One Pratt Park – Hibernian Street**
5. Type of work: **Mass Grading and Stormwater Infrastructure**
6. Contract time: **60** calendar days.
7. The Contractor shall, upon authorization by the City, give notice of completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be furnished to the City.
8. Construction shall be in accordance with the City of Birmingham's Standard Specifications for the Construction of Public Works Projects, latest edition. A copy of the specifications may be downloaded free of charge from www.birminghamal.gov .
9. Hard copies of bid documents will no longer be provided by the City of Birmingham. Bid documents may be purchased from Alabama Graphics or Imaging Technologies in Birmingham, Alabama. Any cost for reproduction of the bid documents shall be the responsibility of bidders. Bid documents may also be viewed online or downloaded from the City of Birmingham's website at www.birminghamal.gov.
10. Bid documents are available for public inspection at: The Office of the City Engineer, Room 220, City Hall, 710 N. 20th Street, Birmingham, AL 35203; Birmingham Construction Industry Authority (BCIA), 3600 4th Avenue South, Birmingham, AL 35222; McGraw-Hill Construction – Dodge

(www.dodge.construction.com); Reed Construction Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092.

11. Prospective bidders are advised to check their source of bid documents frequently for any addenda to the bid documents. It is the bidder's responsibility to bid on the correct set of bid documents.
12. Bids shall be accompanied by a cashier's check drawn on an Alabama bank, or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, in an amount equal to 5% of the bid (subject to maximum of \$10,000) and payable to the City of Birmingham. Bid bonds of the three (3) lowest bidders will be held for a period of ninety (90) days unless bidders agree, in writing, to a longer period of time. No bid may be withdrawn after the scheduled closing time for the receipt of the bids for a period of ninety (90) days.
13. A performance bond in an amount equal to 100% of the contract amount and a payment bond in an amount equal to 100% of the contract amount will be required of the successful bidder. Said bonds shall be executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama. Failure to submit these bonds will result in the successful bidder's bid being rejected.
14. The Contractor shall include all tax in his bid and shall purchase all equipment materials and supplies as contractual agent of the City. Credit for savings resulting from sales and use tax exemptions shall be deducted by the City from the amount due the Contractor under the contract. **The Sales Tax Savings Program X does not apply to this project.**
15. Liability insurance certificates shall be required of the successful bidder and such certificates shall list the City of Birmingham, its employees and agents as additional named insured. The insurance certificate shall be submitted prior to being awarded the contract. Failure to submit this certificate will result in the successful bidder's bid being rejected.
16. Only Contractors licensed as required by Chapter 8 of Title 34, Section 1-26 inclusive, Code of Alabama 1975, as may be amended, may submit bids and be considered.
17. The successful bidder will be required to provide a copy of his or her current City of Birmingham business license prior to being awarded the contract. Failure to submit this document will result in the successful bidder's bid being rejected.

18. Bids shall be submitted in a sealed 9.5" x 12.5" envelope marked "SEALED BID – One Pratt Mass Grading and Stormwater Infrastructure". Contractors shall write on the outside of the sealed bid envelope his or her State of Alabama general contractor's license number as well as the name of the company submitting the bid. The sealed bid envelope shall contain the following documents: 1) a copy of the State of Alabama general contractor's license, (2) bid bond, (3) the Form of Proposal, (4) the Authorization to Execute form (5) MBE/DBE forms A & D and (6) any other document(s) required by special conditions. **If the documents cited are not included and requested information is not provided as indicated, the bid will be considered non-responsive and will not be read.**
19. The successful bidder will be required to execute and submit the Construction Certification form prior to being awarded the contract. Failure to submit this form will result in the successful bidder's bid being rejected.
20. Immigration Act Compliance.
- (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act.
- (b) Contractor agrees to comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor on the Initial Improvements that such contractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any contractor to work on the Initial Improvements which Contractor knows is not in compliance with the Act.
- (c) By signing this contract, the contracting parties affirm, for the duration of this 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.
21. In accordance with the bid documents, the prime contractor must submit a list of the names of the subcontractors and vendors to be used on the project to the City Engineer for review. The City Engineer's written consent must be obtained before a notice to proceed will be issued.
22. Compliance with 24 CFR, Part 135.3, is required by all contractors/subcontractors who perform work on projects involving over

\$200,000 in housing and community development assistance and are awarded a contract/subcontract in excess of \$100,000.

23. Minimum wages specified in the applicable wage determination issued under the Davis-Bacon and Related Acts, if applicable, and included as a part of the bid specifications must be paid all laborers and mechanics employed or working the construction or development of the project. Also required by all contractors and subcontractors is compliance with the Federal Labor Standards Provisions (HUD 4010) included as a part of the bid specifications.
24. Special attention is called to the applicability of the Birmingham Plan-Construction Industry Program to this project. Under this Program the utilization of Minority Business Enterprises and Disadvantaged Business Enterprises ("MBE/DBE") is encouraged on a voluntary basis. The Construction Industry Authority establishes a system of floating MBE/DBE goals which may differ from year to year and project to project. Overall, these goals shall not be less than the historical participation of MBE/DBE's in construction projects of the City and its agencies. Additional information about this Program may be obtained from the Executive Director, Birmingham Construction Industry Authority at 3600-4th Avenue, South, Birmingham, AL, 35233; telephone (205) 324-6202. For federally funded contracts, the provisions of the President's Executive Order 11246 and federal agency regulations requiring affirmative action to achieve employment and utilization of minority persons and businesses, and the Davis-Bacon Act provisions are applicable.
25. As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.
26. In accordance with Alabama Act 94-487 (Alabama Underground Utilities Damage Prevention Act), all contractors are required to contact all underground facility owners directly if said owners are not members of Alabama One Call (www.al1call.com)) A copy of the act can be reviewed in the Office of the City Engineer, Room 220, City Hall.
27. A Weekly Payroll affidavit (certified payroll), Form No. WH347 Department of Labor Wage Hour Division, will be required on all contracts.
28. As per Act No. 97-225, the amount due the Contractor under the terms of the contract shall be paid upon the Contractor's presentation of: (1) a properly executed and duly certified voucher for payment; (2) a release, if required, of all claims and claims of lien against the municipality arising under and by virtue of

the contract, other than such claims of the Contractor, if any, and; (3) proof of advertisement as provided by law.

29. All work contemplated by this project shall comply with the American with Disabilities Act.
30. The following documents shall be considered part of the contract and shall be submitted at the time the successful bidder returns the bonded and signed contracts to the City:

- (a) Performance Bond.
- (b) Payment Bond.
- (c) Agency Agreement.
- (d) Construction Certification Form.
- (e) An ORIGINAL and four (4) copies of your liability insurance certificate. All liability certificates of insurance shall name the City of Birmingham, its officers, agents and employees include the following statement:

"The City of Birmingham, its officers, agents and employees shall be additional named insured."

Liability insurance certificates without this statement will be considered unacceptable.

- (f) One (1) copy of the Subcontractor Vendor List on company letterhead.
- (g) Appropriate affidavit.
- (h) City of Birmingham Business License.

The bonded and signed contracts, along with the documents listed above, shall be returned to the Department of Planning, Engineering and Permits within ten (10) days of being received by the successful bidder. If you have any questions, please contact Tonya Adams at (205) 254-2347 or email: tonya.adams@birminghamal.gov.

31. The contract includes the bid specifications and proposal, contract forms and contract bonds, specifications, supplemental specifications (if any), special provisions (if any), general and detailed plans, notice to proceed, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.
32. The successful bidder shall acknowledge and agree that the City has the right to deduct from the total amount of consideration to be paid, if any, to the successful bidder under the contract all unpaid, delinquent, or overdue license fees, taxes fines, penalties and other amounts due the City from the successful bidder.

33. All estimates, after the first one, shall be accompanied by a Partial Release of Lien Form, in the form provided in the contract, signed and attested by all subcontractors that received payments on the previous estimate.

CITY OF BIRMINGHAM

EXECUTIVE ORDER 64-90

OFFICE OF THE MAYOR

SUBJECT: BIRMINGHAM PLAN-CONSTRUCTION INDUSTRY PROGRAM

(Original issue; Effective 1/22/90; Approved 1/22/90)

APPLIES TO ALL DEPARTMENT HEADS, PURCHASING AGENT, ALL CITY BOARDS AND AGENCIES; ALL ENTITIES RECEIVING FUNDS FROM THE CITY

On January 17, 1990, Jefferson County Circuit Court Judge Marvin Cherner approved and entered a Consent Decree in the case of Associated General Contractors, Alabama Branch, Inc., et al. v. City of Birmingham, et al., CV77-506-014-WAT, ending this litigation which has been pending for almost 13 years.

As a part of the settlement, the City has changed its Minority Business Enterprise Program and adopted a Disadvantaged Business Enterprise Program. The City Council has adopted Ordinance No. 89-296, which authorizes the Birmingham Plan-Construction Industry Program and creates the Construction Industry Authority ("CIA") to administer the Program. Specific questions of an administrative nature regarding the Authority should be directed to the Executive Director at 3600-4th Avenue, South, Birmingham, AL 35233; (205) 324-6202.

The Consent Decree and the new Ordinance replace all previously adopted City minority business enterprise ordinances, resolutions, manuals, rules and regulations, including but not limited to: the Code of City of Birmingham, Sections 3-3-16, 4-1-51, 4-1-52, and 4-1-53; Executive Order 31-81, as last amended; Resolution 87-88, as last amended; Executive Order 61-89; and The City of Birmingham Manual for Minority Business Enterprise Program (issued March 1, 1989).

To implement the terms of the Consent Decree, it is ORDERED:

- A. None of the above mentioned ordinances, resolutions, executive orders, regulations and manuals shall be enforced by any official of the City. The Minority Business Utilization Form shall no longer be used or required on City contracts. The specifications, bid documents, and other forms related to the City's procurement process shall be changed to reflect this new policy of the City. The changes will include, but not be limited to, the discontinuance of the use of the Minority Business Utilization Form. The Authority will be developing various forms for use in the new MBE/DBE Program.
- B. The new Program will include a certification procedure which shall certify Minority Business Enterprises and Disadvantaged Business Enterprises

("MBE/DBE"). Any business certified by the United States Department of Transportation or the Urban Mass Transit Authority or which has attained SBA-8A status will be considered for a waiver of certification as a MBE/DBE. Also, any business at least 51% of which is owned by blacks, women or other disadvantaged minorities is presumed to be a MBE/DBE. Other business may also qualify if they show that they meet the requirements for being an MBE/DBE.

C. The procedure for contractors bidding on public works construction projects of the City of Birmingham shall generally comply with the following procedure:

- (1) The potential bidders acquire specifications and drawings to decide whether to make a bid;
- (2) The potential bidders contact the CIA for assistance in obtaining MBE/DBE participation in the bid and contract;
- (3) The potential bidders identify those trades for which it will solicit and accept bids from potential subcontractors and notify the CIA;
- (4) CIA identifies and notifies qualified MBE/DBEs of bid opportunities;
- (5) CIA assists MBE/DBEs in bid preparation and MBE/DBEs submit bids to potential bidders;
- (6) In cases of a dispute between a MBE/DBE and a potential general contractor with respect to bid placement, the CIA Executive Director will be allowed to confidentially view the general contractor's bid analysis spread sheets with the concurrence of the general contractor;
- (7) Within 45 days after receiving notice to proceed, the general contractor will provide CIA Executive Director a list of MBE/DBE contractors to whom it anticipates awarding subcontracts; and
- (8) After job closeout and before the general contractor receives the final payment of retainage, the general contractor will submit to CIA names of DBE/MBE contractors used on the job along with the net dollar amount paid to each such contractor.

- D. It shall continue to be the policy of the City not to discriminate against anyone because of race. However, affirmative action to correct the identified vestiges of racial discrimination and segregation is an integral part of this policy of nondiscrimination.
- E. All employees and agents of the City are ordered to give their full cooperation to CIA. A complete copy of the Consent Decree may be obtained from the receptionist's desk in my office. This Office recognizes that the City is in a period of transition from the old MBE Program to the new MBE/DBE Program. As the transition develops, the Mayor will issue a new executive order setting forth the duties of the Contract Compliance Office of the City. If any employee or agent of the City has a question of a legal nature about any aspect of the Consent Decree, the MBE/DBE Program, or the CIA, please contact the City's attorneys who handled this matter:

Donald V. Watkins
1205 North 19th Street
Birmingham, Alabama 35234
Telephone: (205) 323-5963 OR

Joe R. Whatley, Jr.
409 North 21st Street
Birmingham, Alabama 35203
Telephone: (205) 328-9576

Done this 22nd day of January, 1990.

RICHARD ARRINGTON, JR.

MAYOR

CITY OF BIRMINGHAM

BID CONDITIONS, AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

For all non-exempt Federal and Federally-Assisted Construction Contracts to be awarded in **Jefferson, Shelby, and Walker Counties, Alabama**

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH EITHER PART I OR PART II, AS APPLICABLE, OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NON-FEDERAL IN THE BIRMINGHAM AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT, THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN EITHER PART I OR PART II, AS APPLICABLE, AND ALL OTHER EQUIPMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

PART I: The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Birmingham Area Construction program (hereinafter the Birmingham Hometown Plan) for equal opportunity and have jointly made a commitment to specific goals of minority and, where applicable, female utilization. The Birmingham Hometown Plan is a tripartite voluntary agreement between the Birmingham Building and Construction Trades Council, Associated General Contractors and Specialty Contractors Associations along with representatives of the Greater Birmingham Minority Coalition, made up of the Birmingham Urban League, Inc., The National Association for the Advancement of Colored People (NAACP), the Birmingham Ministerial Alliance.

The Birmingham Hometown Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A Contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represents its employees in the Birmingham Hometown Plan as to one trade provided there is set forth in the Birmingham Hometown Plan a specific commitment by both the contractor and the labor organization to a goal of minority

utilization for the trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

PART II: A. Coverage. The provisions of this Part II shall be applicable to those Contractors who:

1) Are not or hereafter cease to be signatories to the Birmingham Hometown Plan incorporated by reference in Part I hereof;

2) Are signatories to the Birmingham Hometown Plan but are not parties to collective bargaining agreements;

3) Are signatories to the Birmingham Hometown Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Birmingham Hometown Plan;

4) Are signatories to the Birmingham Hometown Plan and are parties to collective bargaining agreements with labor organization but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Birmingham Hometown Plan; or

5) Are participating in an affirmative action plan which is no longer acceptable to the Director, OFCCP, including the Birmingham Hometown Plan.

6) Are signatories to the Birmingham Hometown Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Birmingham Hometown Plan and, as a result, have been placed under Part II of the Bid Conditions by the Officer of Federal Contract Compliance Programs.

B. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN. Contractors described in paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these Bid Conditions including the goals and timetables for minority utilization, and specific affirmative action steps set forth in Section B.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1) **GOALS AND TIMETABLES.** The goals of minority utilization required of the Contractor are applicable to each trade used by the contractor in the Birmingham Hometown Plan area and which is not otherwise bound by the provisions of Part I.

For all such trades the following goals and timetables shall be applicable.

Until December 31, 1973	4% -8%
From January 1, 1974 to December 31, 1974	8% - 12%
From January 1, 1975 to December 31, 1975	12% - 16%
From January 1, 1976 to December 31, 1976	16% - 20%
From January 1, 1977 to December 31, 1977	20% - 24%

In the event that any work which is subject to these Bid Conditions is performed in a year later than the latest year for which goals of minority utilizations have been established, the goals for the last year of the Bid Conditions will be applicable to such work.

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of total number of hours to be worked by the contractor's aggregate work force which includes all supervisory personnel, in each trade on all projects (both Federal and non-Federal) in the Birmingham Hometown Plan area during the performance of its contract (i.e., the period beginning with the first day of work on the Federal or federally assisted construction contract and ending with the last day of work).

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's project. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project to project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the non-working hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability to employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the Birmingham Hometown Plan.

2) **SPECIFIC AFFIRMATIVE ACTION STEPS.** No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Birmingham Hometown Plan area. A contractor subject to part I which fails to comply with its obligations under the Equal Opportunity clause of its contract (including failure to meet its fair share obligation if provided in the Birmingham Hometown Plan) or subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative

action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

a) The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

b) The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefore. If such individual was sent to the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefore.

c) The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

d) The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

e) The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

f) The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

g) The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR part 60-3.

h) The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

i) The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

j) The contractor should have made certain that all facilities were not segregated by race.

k) The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

l) The contractor should have solicited bids for subcontractors from available minority subcontracts engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3) SUBSEQUENT SIGNATORY TO THE BIRMINGHAM HOMETOWN PLAN. Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Birmingham Hometown Plan either individually or through an association, will be deemed bound to their commitments to the Birmingham Hometown Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A.1-6.

4) NON-DISCRIMINATION. In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

PART III: COMPLIANCE AND ENFORCEMENT. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. CONTRACTORS SUBJECT TO PART I. I.A Contractor covered by Part I of these Bid Conditions shall be in compliance with Executive Order 11246, as amended,

the implementing regulations and its obligations under Part I, provided the contractor together with the labor organization or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Birmingham Hometown Plan, or can demonstrate that every good faith effort has been made to meet the goals. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the Office of Federal Contract Compliance Programs determines that the contractor has violated as substantial requirement in the Birmingham Hometown Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Birmingham Hometown Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be non-compliance with the Equal Opportunity clause of the contract and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2) The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Birmingham Hometown Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Birmingham Hometown Plan no longer represents effective affirmative action. In the event it shall be solely responsible for any final determination of that question and the consequences thereof.

3) Where OFCCP finds that a contractor has failed to comply with the requirements of the Birmingham Hometown Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Birmingham Hometown Plan. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

B. CONTRACTORS SUBJECT TO PART II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made very good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the

contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore, a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS SUBJECT TO EITHER PART I OR PART II. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended; and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

PART IV: GENERAL REQUIREMENTS.

1) Contractors are responsible for informing their subcontractors, in writing, regardless of tier, as to their respective obligations under Part I and II hereof, as applicable. Whenever a contractor subcontracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2) Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3) The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4) Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in the Birmingham Hometown Plan or in Part II of these Bid Conditions.

5) The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty (30) days.

6) Requests for exemptions from these Bid Conditions must be made, in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U. S. Department of Labor, Washington, DC 20210, and shall be forwarded through and with endorsement of the head of the contracting or administering agency.

7) Contractors must keep such records and file such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency of the Office of Federal Contract Compliance Programs.

For the information of bidders, a copy of the Birmingham Hometown Plan may be obtained from the contracting officer.

A list of trades which are currently participating in the Birmingham Hometown Plan may be obtained from Office of Federal Contract Compliance (OFCCP), or the contracting or administering agency.

Signed, this 28th day of July, 1976.

CITY OF BIRMINGHAM

MISCELLANEOUS

1. The City is now participating in the BIRMINGHAM PLAN - CONSTRUCTION INDUSTRY PROGRAM, which is described in the project bid specifications and proposal. Any reference to the City's Minority Business Enterprise Program should be disregarded.
2. All terms and conditions of Executive Order 64-90 issued by the City of Birmingham on January 22, 1990 and approved on January 22, 1990 shall apply to the Park and Recreation Board of the City of Birmingham.

CITY OF BIRMINGHAM
INFORMATION FOR BIDDERS

I. Familiarity with Plans and Proposed Work

a) The bidder shall personally examine carefully the site of the proposed work, as well as the proposal, plans, specifications, and contract form. The City Engineer shall assume that the Contractor has satisfied itself as far as it is practical to do so, both by personal investigation and inquiry from informed sources, as to the conditions to be encountered; character, quality, and quantities of work to be performed; and materials to be furnished as to the requirement of these specifications and contract. No additional compensation will be granted because of any unusual difficulties that may be encountered in the execution of any part of the work.

b) Should the bidder have any questions about the proposed work, plans or specifications, he should submit them to the City Engineer in writing. Replies will be issued to all bidders of record as addenda to the plans or specifications and will become part of the contract. The City Engineer will not be responsible for oral clarification(s).

c) All questions regarding the proposed work, the *Notice to Contractors*, the plans, specifications, drawings, site or contract documents shall be submitted in writing to the Engineer no later than two (2) days prior to the pre-bid conference.

d) By the term "according to the plans" or "as indicated on the plans", wherever used in these specifications, means the plans that have been prepared by the City or its authorized agent and are on file in the office of the City Engineer. The plans, profiles, and specifications are intended to be explanatory and supplementary of one another. Should any discrepancy appear, or omission or errors in either the plans or specifications, corrections may be made when such correction is necessary for the proper fulfillment of their intentions as construed by the City Engineer.

e) A deposit, in amount depending on their size, may be required on all plans furnished prospective bidders. This deposit must be submitted in the form of a check, in favor of the City of Birmingham, which will be returned to unsuccessful bidders upon delivery of said plans in good condition to the City Engineer. The deposit of any bidder failing to return plans or returning incomplete, torn, or mutilated plans will be forfeited.

II. Familiarity with Laws, etc.

The bidder is assumed to have made himself familiar with all state laws, local ordinances, and regulations that in any manner affect those engaged or employed in the work, or in any way affect the conduct of the work. No plea of misunderstanding will be considered on account of ignorance thereof. If the bidder or contractor shall discover any provision in the plans, specifications, or contract that is contrary to or inconsistent

with any such law, ordinance, or regulation, he shall immediately report it to the Director in writing.

III. Proposal

a) The City Engineer will furnish bidders with a bid package; no proposal will be considered unless submitted in accordance with the documents contained therein.

b) The proposal form will state the location and description of the contemplated construction, show the approximate estimate of the various quantities of items of work to be performed, the amount of the proposed guarantee, and will include a special specification which will state any special provisions or requirements which vary from or are not contained in the standard specifications. Should any such special specification or provisions conflict with the standard specifications the special specifications shall govern.

c) Bidders are advised that the *Notice to Contractors*, all bidding documents, all bidding requirements, the contractor's bid (base bid and approved alternates), sample forms, plans, all addenda or amendments to the contract or to any of the aforesaid documents and all shop drawings, product samples and supplied by the bidder in response to the *Notice to Contractors* shall become part of the contract documents upon acceptance of the bidder's proposal.

d) If there are modifications to the plans, specifications and/or special conditions after bid packages have been released but before the bid date an addendum shall be issued in writing. The Department of Planning, Engineering and Permits shall notify only those contractors that signed for the bid package when received from the Department of Planning, Engineering and Permits. The Department of Planning, Engineering and Permits will notify only those contractors that sign as prime contractor.

IV. Proposal Submittal Requirements

a) Proposals shall be submitted in accordance to state law. In general, proposals shall be submitted enclosed in an envelope, sealed, endorsed "Sealed Bid – Project Name", and addressed to the City Engineer of the City of Birmingham. The bidder shall also inscribe on said envelope his name, license number, and the work for which he is bidding.

b) Proposals shall be submitted to the City Engineer in person, by mail, or by an agent, in the manner prescribed above, at any time prior to the day and hour set for the opening of the bids.

c) Proposals will be opened in the office of the City Engineer, City Hall, Birmingham, Alabama, on the date and time set forth in the advertisement *Notice To Contractors*. Bidders are invited to be present.

d) Bid proposals delivered to the Department of Planning, Engineering and Permits office shall be deposited in the designated receptacle in the office of the City Engineer.

e) Bids having been submitted become the property of the City Engineer and may not be returned.

V. Quantities

The specified quantities, though determined in advance with as much accuracy as possible, are approximate only. However, such quantities at the unit price bid for each shall determine the value of each proposal. Where additional work is necessary, involving an increase in the quantities shown in the proposal, the Contractor shall perform such work at the price bid and in the same manner as if such work had been included in the original estimate of quantities.

VI. Unit Prices

a) Bids shall be in unit prices unless other specified. The unit price bid for each item shall include the furnishing of all materials, labor, tools, and services necessary to complete same in accordance with the plans and specifications. All unit prices quoted on the contractor's bid proposal shall remain firm ninety (90) days from the bid date.

b) The unit prices must be submitted in ink, computer print, or typed in clear and legible figures. Any bid which fails to name a unit price in ink, in clear and legible figures, for each item of work included in the proposal or which contain any unit price which, in the opinion of the City Engineer, is out of line with other unit prices currently bid may be deemed informal and such bid may be rejected.

c) Any unit costs items that Bidder leaves blank will be read as a "zero" (\$0.00) cost in the Bidder's proposal.

d) Mathematical extensions of unit prices times the quantity and the sum total of these extensions shall be verified by the Engineer. Mathematical errors on the proposal are not cause for rejection of the bid. In all cases of mathematical errors on the proposal, the unit price submitted by the bidder shall govern in any calculations to determine the low bid.

VII. Permits and Licenses

a) The Contractor shall supply a copy of his General Contractor's license that indicates the type of work the license permits the contractor to perform. This copy of the contractor's license shall be included with the proposal when submitting a bid. This requirement applies to all projects regardless of bid amount.

b) The Contractor shall procure such permits and licenses and pay such charges as may be necessary for the lawful prosecution of the work.

VIII. Bid Bond

- a) Each bidder shall enclose with his proposal a certified check or a proposal (bid) bond for the amount stipulated in the bid package furnished by the City Engineer as a guarantee that he will, if awarded the work according to the terms of his proposal, enter into contract within ten (10) working days after notification from the City Engineer that the instrument is ready for signature.
- b) As soon as the lowest responsible bid has been determined, the certified checks will be returned to all bidders other than the lowest responsible bidder for each kind or character of work. The certified check of the lowest bidder will be returned to him upon signing of the contract.
- c) Should the bidder to whom the work is awarded fail to enter into contract within the allotted time, the amount of the guarantee deposited by him will be forfeited to the City of Birmingham, not as a penalty but as acknowledged liquidated damages.

IX. Informal Submittals

Bidders are cautioned not to attach any conditions or provisions to their proposals, or alter the proposal in any way, as such conditions, provisions or alterations may render the bid informal and may cause its rejection. Only those proposals that are submitted in conformity with the advertisement of the City Engineer and as prescribed in these specifications may be deemed eligible for consideration.

X. Determination of Low Bid

The low bid will be determined by the sum total of all units identified under the base bid. If the bid proposal contains bid alternates the base bid and the inclusion of the sum total of all units identified in bid alternates selected by the City Engineer will determine the low bid. The City Engineer reserves the right to select any individual or combination of bid alternates regardless of the order in which they are listed in the bid proposal form and based on the best interest of the City. Final acceptance of the apparent low bid will be based on compliance with other requirements as specified in this document. The City also reserves the right to negotiate unit costs with the apparent low bidder to reduce the cost of the project based on the best interest of the City. If the apparent low bid fails to meet all of the requirements of this document the bid may be rejected and the next lowest responsible bid will be considered for approval.

XI. Rejection of Proposals

- a) The City of Birmingham reserves the right to reject any or all bids and to waive informalities.
- b) The contract will not be awarded to any person who is, for any cause, in arrears to the City of Birmingham. The contract will not be awarded to any person who has failed

to perform satisfactorily on previous projects with the City of Birmingham, either as to the character of the work or as to time consumed in its execution. If required, satisfactory evidence must be presented to the City Engineer that the bidder has been regularly engaged in construction work of the kind which he proposes to do or is reasonably familiar therewith, and is fully prepared with the necessary capital, materials, and machinery to conduct the work to be constructed to the satisfaction of the City Engineer and to begin it promptly on award.

c) Any and all proposals will be rejected if there is reason for believing that collusion exists amongst the bidders. Proposals in which the prices are obviously unbalanced will be rejected.

XII. Equal Opportunity

The contractor shall comply with and be governed by City Ordinance No.77-257 and, where applicable, the laws and regulations of the United States Government pertaining to equal opportunity.

XIII. Workmen's Compensation

a) The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for the latter's employees unless such employees are covered by the protection afforded by the Contractor.

b) In case any class of employees engaged in hazardous 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 such Subcontractor to provide adequate coverage for the protection of his employees not protected.

c) Certificate(s) of Insurance shall be submitted to the City Engineer prior to the issuance of the *Notice to Proceed*.

XIV. Liability Insurance

a) The Contractor shall provide the City with an acceptable certificate or certificate of insurance showing that he and his subcontractors are insured against claims for damage for death and bodily injury, as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him and the policy shall name the City of Birmingham, its officers, agents and employees as additional named insured. Such insurance shall cover without limitation, collapse, explosive hazards, and underground work by equipment on the street, and shall include protection against liability for death, personal injury, and property damage arising from completed operations. The amount of insurance for death or bodily injury shall be in a

minimum amount of \$500,000 for each person, \$1,000,000 for each accident, and for property damage in an amount of not less than \$500,000. In any case, the amount of insurance shall not be less than that amount provided by City code and may be subject to modification by the Director. A corporate insurance carrier authorized to do business in the State of Alabama shall write the insurance. The Contractor shall not commence work under the contract until he has procured the required insurance and said insurance is in force and effect. The Contractor shall maintain the insurance coverage required at all times from the beginning of work under the contract until the work has been completed and accepted by the City.

b) The contractor shall indemnify and save harmless the City and the City's officers and employees from all suites, actions, or claims of any character brought because of any injuries or damages received by any person, persons, or property due to the operations of the said contractor; or because of or in consequence of any neglect in safeguarding the work; or through use of unacceptable material in constructing the work; or because of any actual or claimed violation of the Americans with Disabilities Act, including attorney's fees and expenses incurred in connection with litigation related thereto; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree; and so much money due the said Contractor under and by virtue of his contract as may be considered necessary by the City for such purpose, may be retained for the use of the City or, in case no money is due, his surety will be held liable until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

XV. Insurance Cancellation Provisions

a) Each policy of insurance covering the Contractor's or Subcontractor's operations under this contract shall provide either in the body of the policy or by an appropriate endorsement thereon that such policy cannot be altered or canceled in less than ten (10) days after the mailing of written notice to the assured (insured) of such alteration or cancellation or not less than five (5) days after actual receipt by the assured (insured) of written notice of such alteration or cancellation.

b) The Certificate of Insurance shall include a statement that all alterations or cancellation provisions contained in the policy comply with the requirements stated above, and proof of the issuance and delivery of such policy so complied shall be furnished to the City of Birmingham before the work is entered upon.

XVI. Federal Transportation Tax

a) The successful bidder on this project is hereby authorized to have construction materials which will be incorporated in and become a part of the project, and which will

become the property of the City of Birmingham upon the incorporation thereof into the project or upon completion of the project, to consign the same to the City of Birmingham Department of Planning, Engineering and Permits, in care of himself.

b) The successful bidder shall be liable for prompt payment of all charges promptly and shall be liable for payment of all charges for transportation of such materials and shall pay such charges promptly and shall not be entitled to reimbursement therefor from the City. The obligation of the successful bidder to pay such charges shall be covered by his bond, and such monies due such successful bidder from the City shall also secure such obligation.

c) It is the intention of this notice in the proposal form to comply with the ruling of the Internal Revenue Service, Section 3475(b) of the Internal Revenue Code and all acts amendatory thereto, and to thereby exempt from the three (3) percent Federal Transportation tax said materials.

XVII. Performance and Material Bond

Any person, firm, or corporation entering into a contract with the City of Birmingham or subdivision thereof for the repair, construction, or prosecution of any public building, public work, highway, or bridge is required before commencing such work to execute a performance bond, with penalty equal to one hundred percent (100%) of the amount of the contract price, and in addition thereto, another bond with good and sufficient surety payable to the City of Birmingham or subdivision letting the contract, in amount not less than one hundred percent (100%) of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him or it with labor, materials, or supplies for or in the prosecution of the work provided for in such contract, and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in suits on said bond. The successful bidder must, within ten (10) working days after the City Engineer (or his representative) notifies him that the contract documents are ready for bonding and before entering into contract, furnish bond in accordance with the above requirements and file same with the City Engineer of the City of Birmingham and the contract shall not be signed nor construction begun until the bonds are so filed.

XVIII. Arbitration of Contract

Bidders are advised that the final contract will contain no arbitration provision, and that any such provision in any form agreement will have no force and effect and will be stricken therefrom prior to execution of the agreement.

XIX. Subletting or Assigning Contracts

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made with the assistance of workmen or subcontractor under his immediate superintendence and the contract shall not be sold, sublet, or

assigned to another contractor or person except with the written consent of the City Engineer. In no event will the Contractor be released from responsibility.

END OF SECTION

CITY OF BIRMINGHAM

GENERAL REQUIREMENTS AND CONDITIONS

I. Authority of the Director and City Engineer

a) The Director shall have the authority to withhold payment or suspend the work wholly or in part due to failure of the Contractor to correct conditions unsafe for the workmen or the general public, carry out provisions of the contract, carry out orders, inclement weather, conditions determined unsuitable for prosecution of the work, or for any other condition or reason deemed to be in the public interest.

b) The City Engineer will decide all questions that may arise regarding interpretation of plans and specifications, the quality and acceptability of work performed, materials furnished, rate of progress of the work, and the acceptable fulfillment of the contract on the part of the Contractor.

II. Project Representative

The Director will appoint a Resident Project Representative (RPR) to extensively observe the performance of the Contractor's work. The RPR is the City's agent at the project site and will act as directed by and under the supervision of the City Engineer and will confer with the City Engineer regarding RPR actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the City Engineer and Contractor. The RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of the Contractor. The RPR duties and responsibilities will include reviewing the construction schedule, schedule of shop drawings, attending progress meetings, job conferences and other project-related meetings, and preparing and circulating copies of meeting summaries thereof. The RPR will serve as the City Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; record date of receipt of Shop Drawings and samples and inform the Director and City Engineer of the availability of samples for examination which are furnished at the site by the Contractor. The RPR will conduct on site observations of the work in progress to determine if the work is in general proceeding in accordance with the Contract Documents. The RPR will report to the City Engineer whenever work is discovered not to be in compliance with the work, has been damaged or does not meet the requirements of any inspection, test or approval required to be made. The RPR will advise the City Engineer of work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. The RPR shall verify that tests are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record and report to the City Engineer appropriate details relative to the test procedures performed. The RPR will inform the City Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the City Engineer. The RPR shall consider and evaluate any Contractor

suggestions for modifications in the drawings or specifications and report to the City Engineer with recommendations. The RPR will transmit to the Contractor decisions as issued by the City Engineer. The RPR will maintain orderly files for all project correspondence and keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of work directives, additional work orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. The RPR will not have the authority to accept any portions of the work.

III. Contractor's Office and Superintendent

a) The Contractor will be required, at all times during the progress of the work, to maintain an office in the City of Birmingham or within local telephone calling services, at or through which its superintendent may be reached or communicated with.

b) The Contractor shall keep on the project at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the City Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

IV. Conduct of Contractor Workforce

a) Contractor and Subcontractor will only employ competent and skilled labor force. The Contractor will be responsible for the actions and conduct of his employees and Subcontractor. This is a contract and will involve work on public easements, right of way and land and will involve contact with the general public and property owner. The Contractor employees and Subcontractors shall be courteous, respectful, and deal with the public in a professional manner at all times. The City reserves the right to request the Contractor to remove any employee or Subcontractor that fails to maintain these standards.

b) If any employee of the Contractor is declared by the City Engineer to be in violation of the noted standards, the Contractor shall, on the direction of the City Engineer, forthwith dismiss and no longer employ him on any part of the work.

V. Construction Conferences

The Engineer, at his discretion, will schedule a pre-construction and periodic progress meetings on any project. The Contractor will be notified of the time and date such conferences are held. The Contractor will have the appropriate general and Subcontractor representatives attend the meetings.

VI. Utility Locations

The location of utilities shown on the plans is for information purposes only and may not accurately represent the exact location of said utilities. The Contractor shall, at his expense, be responsible for investigating and verifying the existence and location of all utilities in the field before beginning any work, including flagging on site all service lines in the construction area. If excavation is necessary during the investigation, the Contractor shall obtain all necessary permits.

VII. Protection of Utilities

The Contractor shall be responsible for maintaining and protecting, without additional compensation, existing utilities, traffic signals, street lighting and fiber optic cables to the satisfaction of the utilities' owner(s). All damage to sewers, conduits, water mains, gas mains, telephone cables or ducts, electrical cables or ducts, or any other pipes, cables, or ducts caused by the Contractor shall be repaired by the Contractor without additional compensation and to the satisfaction of the utility company involved. The Contractor will be invoiced by the City for any damages done to City facilities by the Contractor or any Subcontractor as a result of work arising out of the contract. The Contractor may make arrangements with the City to make repairs to the satisfaction of the City. Failure of the Contractor to make such repairs or failure to pay the reasonable cost of repairs made by the City within thirty (30) days of receipt of invoice from the City will result in the deduction of the repair cost from the Contractor's preceides.

VIII. Coordination with Utility Companies

It shall be the responsibility of the Contractor to coordinate his operations with those of the respective utility companies which have facilities on the project that may be in conflict with proposed improvements. The Contractor shall notify the City in writing within twenty-four (24) hours of encountering utility conflicts that interfere with the completion of the work within the specified contract time frame. The City will assist in the resolution of utility conflicts if requested in writing by the Contractor. This will not relieve the Contractor of his obligations under this contract. Request for delays due to utility conflicts shall be submitted to the City Engineer in accordance with Section XXXIII.

IX. Notifying the Public of Proposed Work

The Contractor shall, without additional compensation, notify all affected property owners or current residents of the property adjoining the proposed work, as far as it is practical to do so, of the impending work.

X. Protecting Adjacent Property

The Contractor shall be responsible for maintaining and protecting, without additional compensation, property and structures adjacent to the proposed work. Any damage to

adjacent property by the Contractor shall be repaired or replaced by the Contractor in a timely manner at the Contractor's expense. Any agreements between property owners and the Contractor will not be considered to be a part of this contract.

XI. Maintaining Access to Buildings or Dwellings

The Contractor shall maintain, without additional compensation, reasonable means of ingress and egress for pedestrian and vehicular traffic to and from occupied places of business or dwellings along the line of work. At the direction of the City Engineer, the Contractor shall submit evidence of a plan to maintain accessibility to structures within the proposed work areas.

XII. Safety Measures

a) The Contractor shall take all reasonable steps to prevent injury to persons (including employees) and property in the performance of this contract including all steps and actions required under safety provisions of applicable building construction codes and local, state and federal laws and regulations and industry standards.

b) The Contractor shall further be required to guard all machinery, equipment and explosives and eliminate all hazards in accordance with the safety provisions of the *Manual of Accident Prevention in Construction*, published by the Associated General Contractors of America.

XIII. Indemnity

The Contractor shall indemnify and save harmless the City and the City's officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received by any person, persons, or property due to the operations of the said Contractor; or because of or in consequence of any neglect in safeguarding the work; or through use of unacceptable material in constructing the work; or because of any actual or claimed violation of the Americans with Disabilities Act, including attorneys fees and expenses incurred in connection with litigation related thereto; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts arising or recovered under the "Workman's Compensation Act" or any other law, ordinance, order, or decree; and so much money due the said Contractor under and by virtue of his contract as may be considered necessary by the City for such purpose, may be retained for the use of the City; or, in case no money is due, his surety will be held liable until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the City; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

XIV. Right of Way Provisions

a) Where the work as shown on the plans encroaches upon a right-of-way, the City will obtain all easements or authority necessary to enter upon such right-of-way for the prosecution and completion of the work. The Contractor shall make all arrangements with the Owner of the right-of-way for the actual construction work and shall perform the work on or across the right-of-way in the manner and at the times agreed upon with the Owner, and shall pay the costs thereof, including the costs, if any, of temporary construction performed by the Owner of the right-of-way as a means of providing safe and continuous operation of its facilities during the construction period.

b) The Contractor shall make any and all arrangements with the Owner, including the acquisition of additional easements, for work performed by the Contractor within the Owner's right-of-way outside of the City's construction limits.

c) Where required, the Contractor shall post with the Owner thereof any performance bond or liability insurance which may be required to guarantee the satisfactory replacement or repair of materials, structures, or grading within the right-of-way thereof.

d) No work of any character shall be commenced on the right of way until the Owner has been notified by the Contractor in writing (with a copy to the Engineer) of the date he proposes to begin work and until an authorized representative of the Owner is present, unless the Owner waives such requirement.

XV. Burning

No fires of any description will be allowed on the work without the proper permits from the City of Birmingham and/or the Jefferson County Health Department.

XVI. Traffic Control

The Contractor shall abide by the requirements of Section 53 of the *Standard Specifications for the Construction of Public Works Projects* concerning traffic control.

XVII. Street Signs

Any street signs damaged by the Contractor's forces, or which have to be reset in the progress of the work, shall be replaced or moved by the Contractor, at his own expense, as directed by the City Traffic Engineer.

XVIII. Parking Meters

In the event parking meters must be removed in order to proceed with the work, the Contractor shall notify the City Traffic Engineer to execute removal of same. **The Contractor shall not remove any parking meters.**

XIX. Barricade Permits

The Contractor shall be required to apply for and obtain barricade permits from the City of Birmingham Department of Traffic Engineering and the Department of Planning, Engineering and Permits for authorization to block any portion of the public right-of-way.

XX. Dust Control

The Contractor will be required to employ reasonable dust control measures as directed by City Engineer. This requirement includes furnishing all labor, materials and equipment necessary to control dust at no cost to the City of Birmingham.

XXI. Stakeout

Unless otherwise noted, the work to be done under this agreement will be staked out by the Contractor. The Contractor will notify the City Engineer in writing upon discovery of damaged or missing control points. The City will not accept work installed incorrectly due to the Contractor's failure to notify the City of damaged control points.

XXII. Materials

No materials of any kind shall be used until they have been examined by the City Engineer, who shall have the full power to reject any material not in accordance with these specifications. In case the Contractor shall neglect or refuse, after written notice, to remove rejected material or replace rejected work said work shall be removed and replaced by the City Engineer at the expense of the Contractor. The cost of work removed and replaced in this manner will be deducted from the following monthly estimate.

XXIII. Material Storage

a) All materials shall be stored so as not to create drainage problems, impede travel on the sidewalks or fire hydrant use. All rubbish or surplus material must be removed by the Contractor, at his expense, without delay and the work cleaned up as directed by the City Engineer.

b) All material not used on the work shall be deposited on the adjacent streets and alleys when the City Engineer shall so direct.

c) Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the City Engineer copies of such written permission shall be furnished to him.

XXIV. Reusable Materials

All salvage, artifacts, minerals, precious metals and/or old material(s), as defined by the City Engineer, discovered shall be the property of the City. Upon discovery of any of the above, the Contractor shall stop work immediately and inform the City Engineer. Such material(s) shall be reasonably relocated or disposed of as directed by the City Engineer.

XXV. Adding or Omitting Work

On unit price contracts the City reserves the right to order the omission from or the addition to any portion of the work or material called for. In such cases, the Contractor shall make no claim for damages nor receive any pay for portions of the work omitted other than actual cost incurred as evidenced by invoices directly related to the items omitted, nor shall he be paid more than contract rates for additional work ordered.

XXVI. Replacing Substandard Work

a) Any work which does not, in the opinion of the City Engineer, fully comply with the specifications shall be taken up promptly and replaced according to the City Engineer's directions, at the expense of the Contractor.

b) Any work done or material used without the knowledge of the City Engineer may be ordered removed and replaced at the Contractor's expense unless City Engineer failed to review the work or material after having been given reasonable notice that the work was to be performed or material used. The City Engineer will have the authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the cost from any monies due or to become due the Contractor.

c) Continued failure on the part of the Contractor to repair or replace substandard work as directed shall be considered sufficient cause for City Engineer to declare the contract in default and/or to proceed to have the work completed by other parties, at the Contractor's expense, without violating the contract.

XXVII. Suspension of Work

The Contractor shall not suspend the progression of work under any circumstances without written authorization from the City Engineer. Unauthorized suspension of the work by the Contractor may result in a declaration of default by the City Engineer. If the Contractor is declared in default due to unauthorized suspension of the work, the City Engineer reserves the right to have the work completed by other parties at the Contractor's expense without violating the contract.

XXVIII. Extra Work

a) Any work to be performed which is not a part of the original contract shall be considered extra work. Before any extra work reasonably necessary for the completion of the job is begun or extra material furnished for which there is no unit price named in the contract and for which the Contractor claims compensation, the unit price, additional time and materials for said work shall be agreed upon in writing by the City Engineer and the Contractor. If agreed upon by the City Engineer, the extra work or material furnished may be paid for at cost plus ten percent (10%), cost to include actual cost of labor, equipment rental, and materials only. If the Contractor uses material that has not been otherwise paid on the project, or Contractor owned equipment, the City will compensate the Contractor at a reasonable rate commensurate with market prices. Supervision and/or overhead expense of any kind will not be allowed. The City Engineer shall give the Contractor a written extra work order authorizing the work to be done and said order shall accompany the Contractor's claim for work done under that order.

b) All claims for extra work and material, or for extra compensation on any account, shall be filed with the City Engineer in writing before the next estimate day after such work was done or material furnished.

XXIX. Measurement

a) No extra or customary measurement of any kind will be allowed in measuring the work covered under these specifications. The method of measurement for each item of work is detailed under the section of the standard specifications describing the item of work.

b) The City will not pay for materials that are not used. It is the Contractor's responsibility to order only the amount of materials needed to complete the work.

XXX. Monthly Estimates (Progress Payments)

a) By the close of business on the 24th day of each month, the Contractor and the City's authorized project representative shall establish an estimate of the work in place during the work period. Determined quantities for work items will be paid at the contract unit prices as stated contract unit price list. Extra work quantities or force account work quantities will be paid as negotiated and approved by the City Engineer. These amounts, so paid, shall be compensation in full for furnishing all materials, supplies and equipment, and performing all labor and services necessary for constructing all of the work, complete and ready for operation as shown on the plans and specified herein.

b) The estimate shall be submitted on the proper forms by the Contractor with all necessary supporting documentation and signed by the City's authorized project representative and the Contractor's authorized agent. Pay estimates should be submitted in a sealed envelope and addressed to the City's designated Project Manager. Submitted pay request will be processed within thirty (30) days of receipt.

c) Payment for work in place does not constitute acceptance of the work by the City.

d) If the project is in the landscape maintenance period, the contract value of the landscape maintenance will be invoiced on a monthly basis for the duration of the maintenance period in accordance with this section. The Contractor's pay request shall acquire the approval of the Director of the City of Birmingham's Horticulture and Urban Forestry Department prior to submittal for payment.

XXXI. Payrolls

Certified labor payrolls are required on all projects.

XXXII. Project Retainage

a) The City of Birmingham will deduct five percent (5%) of the value of the estimated work in place and the value of materials stored on the site or suitably stored and insured offsite. After the project is more than fifty percent (50%) complete no further retainage will be held.

b) Also upon declaration of final acceptance, the City will retain one percent (1%) of the retainage as a warranty retainage. This retainage will be withheld for a period of twelve (12) months. During this period, any contract items which need repairs or replacement resulting from deficiencies which the City Engineer determines to be associated with Contractor installation or workmanship, the deficiency will be brought to the attention of the Contractor via written notice. If the Contractor fails to make noted repairs or replacement within seven (7) days after the date of notification as stated on the notice, the City may expend this deposit or as much thereof as may be required to rectify the deficiency to the satisfaction of City Engineer. If in the opinion of City Engineer, the deficiency would cause any serious loss or damage, the City reserves the right to make the repairs without previous notice at the expense of the Contractor. At the end of the warranty period, the unexpended balance of the warranty retainage shall be paid to the Contractor.

XXXIII. Construction Scheduling

a) Definitions

i) As-Planned – the original plan for accomplishing a task or project.

ii) Contractor – the General Contractor who executes this contract.

iii) Critical Path – the schedule logic path with the least total float.

iv) Critical Path Method (CPM) – technique used to develop a project schedule by establishing relationships between a group of activities to identify the sequencing of work necessary to complete the project within the contractual time frame.

v) Delay – an event or situation that prevents the Contractor from completing a task or event.

vi) Logic path – a group of construction activities in a CPM schedule which impact one another through the establishment of predecessor/successor relationships and possess the same total float.

vii) Milestone activities – an activity representing the start or finish of a significant date or activity which may or may not impact the overall project completion.

viii) Negative float – total float (*in days* less than zero indicating that the current projected completions date is later than the contractual completion date.

ix) Notice to Proceed – document which provides written notification by the City to the General Contractor authorizing him to proceed with the execution of construction on a specific date. This document also notes the contract duration and completion date.

x) Predecessor activity – that activity that comes before another activity in the schedule.

xi) Recovery schedule – schedule submitted by the General Contractor outlining his plan to make up delays to complete the project within the contractual time frame.

xii) Successor activity – that activity that comes after another activity in the schedule.

xiii) City – the City of Birmingham, a municipal corporation located in the State of Alabama; or its authorized representative.

xiv) Total Float – the amount of time an activity can be delayed before it affects the project finish date or an intermediate deadline. Total float can be zero or negative in which case the activity is critical; or it can be positive in which case the activity is not critical.

xv) Calendar Day (work week) - seven (7) day work week (*Sunday through Saturday*)

xvi) Work Day (work week) - five (5) day work week (*Monday through Friday*)

b) Construction Schedule

i) The Contractor shall meet with the City's Project Team to develop an as-planned schedule which graphically details the Contractor's plan to construct the

project within the contractual time frame. The Contractor's representatives attending this meeting should include the Project Manager, Project Superintendent and major Sub-Contractor(s). This schedule shall be developed in a Critical Path Method (CPM) format and contain the following:

- A) Complete sequencing of construction by activity;
- B) Specific activities for each work task within the identified project areas;
- C) Durations (in days) for each activity based upon the time it takes for assigned work crews to complete the task;
- D) Specific activities noting shop drawing submittal and review periods;
- E) Specific activities noting long lead material procurement and deliveries;
- F) Milestone activities such as the project start, dry-in, substantial completions, and final completions.
- G) A Critical Path identifying the logic path on the schedule with the least total float.

ii) The construction schedule shall identify an initial *Notice to Proceed* (NTP) milestone activity. All activities following the NTP milestone shall have successor activities. The last activity in the schedule will be the substantial completions milestone which will succeed the final work activity in the schedule.

iii) Task durations shall be noted in days not to exceed fourteen (14) calendar days in length unless otherwise directed by the City.

iv) The City will computerize the as-planned schedule and distribute a printed copy to the Contractor for review and concurrence within ten (10) working days after the initial schedule development meeting. Any revisions to the schedule will be noted by the Contractor in writing and returned to the City within seven (7) working days.

v) The City will make revisions to the schedule in accordance with this section and re-issue for review within seven (7) working days. The final as-planned construction schedule must be signed by the City and the Contractor. The final approved as-planned schedule will become a target schedule. The target schedule will be distributed for implementation.

c) Schedule Updates

i) The target schedule will be used to measure the progress of the project.

ii) The City will incorporate the approved project schedule into its capital project scheduling database for management and updating.

iii) The construction schedule will be updated on a bi-weekly basis, or as directed by the City. The Contractor and any subcontractor whose work will begin, or is continuing before the next meeting will meet with the City at the meeting to review and discuss project activity and update the project schedule.

Required update information which shall be provided by the Contractor includes:

A) The actual start dates of tasks projected to begin or any other activities starting within the status period (based on the daily records);

B) The actual finish dates of tasks projected to end or any other activities finishing within the status period (based on the daily records);

C) Remaining durations of activities in progress during the update period based on the number of crew days remaining to complete the work;

D) Major modifications in the Contractor's work plan (schedule logic);

E) Items impacting the start, progress and/or completion of activities within the current or future update period;

F) All items which may jeopardize the completion of the project within the contractual time frame.

iv) The City will update the construction schedule based on the acquired information and distribute the schedule to the meeting participants within five (5) working days.

d) Recovery Schedule

i) If the projected substantial completion date has negative float the project is behind schedule. If the project is behind schedule, and upon written notification by the City, the Contractor shall submit a recovery schedule to the City identifying adjustments in the Contractor's work plan and workforce to complete the project within the contractual time frame. The recovery schedule shall be submitted in accordance with the standards established in this section. The Contractor shall submit this recovery schedule within five (5) working days after the dated notification. If the Contractor fails to submit his recovery schedule within the specified time frame, the Contractor shall be in non-compliance with these contract provisions and all payments will be withheld until the recovery schedule is submitted and approved by the City. Failure on the part of the Contractor to submit the recovery schedule within ten (10) working days after notification will constitute a contractual default. The City reserves the right to engage the default of contract provisions in Section XXXV of these specifications.

ii) Upon final approval, the recovery schedule will be incorporated into or supersede the original target schedule.

e) Project Calendar

i) The City utilizes a seven (7) day calendar format to establish its contract durations. The City's project calendar also acknowledges the following holidays as non-working days: *New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.*

ii) If the Contractor intends to work on weekends or holidays, he should inform the City at least twenty-four (24) hours in advance.

f) Contract Time Extension

i) In case the critical path is subject to delay of one or more days, where the delay is caused by the City, inclement weather and/or unsuitable site conditions caused by inclement weather, or utility conflicts, the time for completing the contract may be extended by as many days as the critical path was so delayed, but the Contractor will be allowed no damages for such delays unless otherwise provided in the contract.

ii) The Contractor shall submit a request for a contract time extension to the City in writing prior to the issuance of the monthly contract time report for the monthly contract reporting period following the monthly contract reporting period in which the delay was encountered. The request shall state in detail the date of discovery of the delay, description of the delay, the location of the delay, the specific work which cannot be completed per the as-planned schedule, the impact this delay has on the as-planned work, the amount of time requested and the proposed revised contractual completion date resulting from the request if the affected work is on the critical path (*including the original contractual completion date as noted in the project "Notice to Proceed", and on the approved construction schedule and any previous approved extensions granted by the City*). The City will review the Contractor's request for time extension and respond within five (5) working days after receipt of the request. If the Contractor's request for time extension is approved, the City will inform the Contractor in writing of the approved time extension and amended contractual completion date. If the time extension is rejected and the project is behind schedule as noted by the current schedule, the Contractor will submit a recovery schedule in accordance with this section.

iii) Forecast weather conditions will be given no consideration in evaluating time lost.

iv) It is the Contractor's responsibility to make optimum use of favorable weather conditions.

v) Requests for time extensions not submitted in accordance with this section will not be considered. Failure to submit a request for time extension within the stated time frame will result in a waiver of the Contractor's opportunity for time extension on the corresponding claim.

XXXIV. Liquidated Damages

a) Should the Contractor, or in case of default the surety, fail to complete the work as herein specified and no extension of contract time is granted by the City, a deduction for each calendar day that any work shall remain incomplete, an amount indicated by the *Schedule of Liquidated Damages* provided in the contract documents, shall be deducted from any monies due the Contractor.

b) Liquidated damages assessed as provided in these specifications is not a penalty but is intended to compensate the City for increased time in administering the contract, supervision, inspection and Engineering, particularly that Engineering and inspection which requires maintaining normal field project Engineering forces for a longer time on any construction operation or phase than originally contemplated when the contract period was agreed upon in the contract.

c) Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.

SCHEDULE OF LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT		LIQUIDATED DAMAGES
MORE THAN	UP TO AND INCLUDING	DAILY CHARGE PER CALENDAR DAY
-	\$50,000	\$100.00
\$50,000	\$100,000	\$200.00
\$100,000	\$500,000	\$500.00
\$500,000	\$1,000,000	\$800.00
\$1,000,000	\$2,000,000	\$1,100.00
\$2,000,000	\$5,000,000	\$1,500.00
\$5,000,000	\$10,000,000	\$1,700.00

\$10,000,000		\$2,000.00
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XXXV. Default of Contract

a) If the Contractor:

- i) Fails to begin the work under the contract *within ten (10) days* after the time specified in the "Notice to proceed", or
- ii) Fails to perform the work in a good and workman like manner and with sufficient workmen and equipment or with sufficient material to assure the prompt completion of said work, or
- iii) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- iv) Discontinues the prosecution of the work *without authorization by the City*, or
- v) Fails to resume work which has been discontinued within ten (10) days after notice to do so, or
- vi) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- vii) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days, or
- viii) Makes an assignment for the benefit of creditors, or
- ix) Failure to comply with terms of the contract, or
- x) Failure to comply with Section XXXIII, or
- xi) For any other cause whatsoever, fails to carry on the work in an acceptable manner, the City Engineer will give notice in writing to the Contractor and his surety of such delay, neglect, or default.

b) If the Contractor or surety, within a period of ten (10) days after such notice does not proceed in accordance therewith, then the City will, upon written notification from the City Engineer of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The City may appropriate or use any or all material and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the

opinion of the City Engineer will be required for the completion of said contract in an acceptable manner.

c) All cost and charges incurred by the City, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been made payable under the contract, then the Contractor and his surety shall be liable and shall pay to the City the amount of such excess.

d) Notice to the Contractor shall be deemed to be served when delivered to the person in charge of any office used by the Contractor, to his representative at or near the work, or by certified letter, return receipt requested, addressed to the Contractor at his last known place of business.

XXXVI. Maintenance of Work

a) The Contractor shall maintain the work during construction until the entire project is completed and accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition at all times.

b) In the case of a contract for placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

c) All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

d) Contract unit prices shall include cost of any removal, repairs, protective measures, etc. which may be required as a result of the work.

e) The Contractor will replace at his expense work damaged or stolen.

f) No additional payments will be made for replacement material installed by the Contractor due to vandalism, theft, or damage caused by others.

g) Unless otherwise provided in the proposal, maintenance of the work is considered an incidental part of the project.

XXXVII. City's Use of Portions of the Work

The Contractor agrees that the City may occupy or use portions of the work before final acceptance of the entire work. The Contractor further agrees that such use or occupancy of portions of the work shall not in any way evidence the substantial completion of the work or signify the City's acceptance of the work.

XXXVIII. Substantial Completion & Establishment of Punch List

a) When the Contractor has installed all contractual work items he shall submit a request for substantial completion in writing to the City Engineer. Upon receipt of the written request the City Engineer will review the request and within seven (7) working days either approve or reject the request. The Contractor shall be notified in writing of the City Engineer's decision.

b) Within seven (7) days of the City Engineer's approval of the Contractor's request for substantial completion, City Engineer will schedule a meeting with the Contractor to walk the project, confirm substantial completion and identify deficiencies in the installed work which need corrective actions. Upon confirmation of substantial completion, the City Engineer will issue the *Certificate of Substantial Completion* and a formal punch list document identifying deficiencies in the work needing correction.

c) This document will be distributed to the Contractor to perform the work necessary to remedy the deficiencies. Within seven (7) days of receipt, the Contractor will submit a schedule for the completion of punch list items. The Contractor shall notify City Engineer in writing of his completion of the corrective work. City Engineer shall inspect the corrective work. If the work is satisfactory City Engineer will issue the *Certificate of Final Acceptance*. If the corrective work is not satisfactory City Engineer will identify the deficiencies and issue formal notification in writing to the Contractor. This process will be continued until a declaration of "Final Acceptance" is issued by the City Engineer.

d) If the corrective work occurs after or exceeds the contractual completion date of the project, the City Engineer will establish the value of the outstanding punch list items and along with the Contractor, determine a reasonable time frame for the completion of those outstanding items. If the Contractor fails to complete the punch list within the established time frame, the City may have the punch list completed by others at the Contractor's expense.

XXXIX. Final Acceptance of the Work

The contract will be considered complete when all work has been finished, the final inspection made, and the *Certificate of Final Acceptance* has been issued by the City Engineer.

XXXX. Project Closeout

Upon final acceptance of the work as noted in Section XXXIX, the City Engineer will direct, in writing, the Contractor to begin the necessary advertisements of project completion. The City Engineer will also authorize the start of the one-year guarantee period, landscape maintenance period (if applicable) in accordance with the specifications, and payment of the final pay request. Upon completion of the guarantee and landscape maintenance periods, the Contractor's responsibilities will then cease, except as set forth in his bonds.

END OF SECTION

CITY OF BIRMINGHAM
SALES TAX SAVINGS PROGRAM
TAX EXEMPTION INSTRUCTIONS
(Engineering Construction Projects)

1.00 GENERAL: PLEASE NOTE - BID 10% ON ALL MATERIALS.

- A. The City of Birmingham uses the following procedure to take advantage of its exemption from sales and use taxes in construction contracts.
- B. At the time bids are submitted, the Contractor should include sales taxes in their bid for all anticipated material purchases, as well as in stock material. It will be the responsibility of the General Contractors to inform their subcontractors of this requirement prior to receiving their bid.
- C. The City shall furnish the General contractor with a supply of pre-numbered Special Purchase Orders and Invoice Transmittals.
- D. The following attached documents are included as part of the tax exemption package.

TAX EXEMPTION INSTRUCTIONS
AGREEMENT BETWEEN CITY AND CONTRACTOR
SPECIAL PURCHASE ORDER (SAMPLE ENCLOSED)
INVOICE TRANSMITTAL
EXHIBIT B (Guidelines for the Sales Tax Savings Program)

1.01 LUMP SUM BIDS

Successful Bidder must submit a complete breakdown of material cost for each lump sum line item bid. The breakdown should identify the materials and provide quantity plus cost for each lump sum bid as submitted on the FORM OF PROPOSAL. This requirement must be met before any funds will be released to the General Contractor.

1.02 MATERIAL RESPONSIBILITY

The storage, installation and correct quantities of materials for the project remains the responsibility of the Contractor under this agreement. The City only assumes the responsibility of paying for materials as required and ordered by the Contractor.

1.03 PURCHASE ORDERS

- A. Contractor shall purchase materials and supplies as contractual agent for the City using Special Purchase Orders provided by the City. This also includes purchases made by all Subcontractors.
- B. Special Purchase Orders shall be used in numerical sequence as pre-numbered. Return all unused and/or voided Special Purchase Orders after all materials are purchased.
- C. Purchase orders shall be issued only for materials used on the project and not for tools or rental equipment. Use of Special Purchase Orders for projects or jobs other than for this project constitutes evidence of a breach of contract.
- D. City's *original* of all Special Purchase Orders issued during the job will be sent with invoices or as issued.
- E. Distribution of Special Purchase Orders:
 - (1) **Original** of Special Purchase Order provided to the City of Birmingham's Construction Accountant.
 - (2) Copy of Special Purchase Order retained by the General Contractor.
 - (3) Copy of Special Purchase Order given to the Vendor.
 - (4) Copy of Special Purchase Order issued to the Subcontractor.
- F. After receiving the Notice to Proceed, it is the General Contractor's responsibility to send a representative of his or her company to the City's Finance Department to sign for the release of Special Purchase Orders. Under no circumstances will Special Purchase Orders be mailed to a General Contractor.
- G. If retainage is authorized to be released, it is the General Contractor's responsibility to return all unused and/or voided Special Purchase Orders to the City of Birmingham Finance Department. The City's Finance Department cannot release retainage funds until it receives and verifies all voided and unused Special Purchase Orders from the General Contractor.
- H. It is the General Contractor's responsibility to obtain a release of liens from each vendor concerning Special Purchase Orders originally issued to vendors for materials never purchased. In completing its release of liens, the vendor should specify the name of project and the Special Purchase Order(s) assigned to it by the General Contractor or Subcontractor.

1.04 INVOICES

- A. Invoices shall be billed to the City in care of the Contractor with no sales tax charged.

Example: Sold To: City of Birmingham
Project Name

c/o Contractor's Name
Contractor's Address
Subcontractor's name (if applicable)

Invoices with City of Birmingham written in will not be accepted for payment. All original material invoices must be billed properly from suppliers. The City's purchase order number should be listed on each invoice. All material invoices used on a project must be submitted to the City within seven calendar days after the close of the cutoff date of completed work.

- B. All invoices submitted for payment shall be accompanied by and listed on an approved Invoice Transmittal Form, along with the **ORIGINAL** Special Purchase Order. Submit all documents to:

**City of Birmingham Finance Department
Attention: Construction Accountant
Room GA-100
Birmingham, Alabama 35203**

- C. Invoice Transmittal Forms must be numbered consecutively.
- D. Checks will be mailed directly to Vendor.
- E. The City will deduct discounts submitted by the Contractor but any disallowed discount will be charged back to the Contractor.
- F. In the event purchases are made by the General Contractor or any subcontractor without using the Special Purchase Orders, the City will consider reimbursement for such purchases only after receipt of an invoice evidencing such purchase and a receipt evidencing payment of such purchase, accompanied by written explanation of why such purchase was made without using the Special Purchase Orders supplied. In no event will the City reimburse for taxes paid on such purchases. The City reserves the right to disallow reimbursement for such purchases at its sole discretion.

Revised August 27, 2004
Revised June 15, 2006

CITY OF BIRMINGHAM

Exhibit B

Guidelines for the Sales Tax Savings Program (Engineering Projects)

- A. For all projects that have a 24th of the month work cutoff date, the general contractor must submit all material invoices used on the project during the current billing period, including **all** subcontractor material invoices. All outstanding material invoices must be **received** by the Finance Department within seven calendar days after the close of the cutoff date. This provision also includes any prior month invoices that may be outstanding from a previous period. All material invoices must be **original** documents and must be invoiced in the manner as more fully described in the section entitled **Sales Tax Savings Program, Instructions to Contractor for Engineering Projects**. For all engineering projects that have a cutoff date other than the 24th of the month, the submittal of material invoices will follow the seven calendar day deadline after the cutoff date established for the project. The City reserves the right to accept or decline any document that is not an original document and can refuse to accept any invoice that is billed incorrectly.
- B. If all material invoices are not received by the City of Birmingham by the designated date as outlined above, the Finance Department reserves the right to use alternate engineering methods or other reasonable business practices to calculate any outstanding material. These methods of calculation will be used to determine the dollar value outstanding of material invoices by the general contractor as well as any material cost applicable to any subcontractor. Outstanding material cost as calculated by the Finance Department will be deducted from the general contractor's pay request.
- C. If the general contractor fails to comply with the above referred to submittal requirements, then the City of Birmingham reserves the right to hold the pay application until the Contractor has satisfied these requirements.
- D. Unless specifically authorized by the City of Birmingham, neither the general contractor nor any subcontractor has authority or permission from the City to impair, delegate, assign or transfer the principal/agent purchasing responsibility granted in the "**Agency Agreement**." Subsidiary companies, affiliated organizations, and related parties associated with the general contractor and /or subcontractors, are precluded from conducting any purchasing activities in connection with City of Birmingham Sales Tax Savings Projects unless specifically authorized in writing by the City. Entities with which the Contractor or any Subcontractor enter into purchasing arrangements through the use of City Purchase Orders, must have the ability to produce, create, manufacture, or have authorization to develop specific materials needed and required for the project.

Other entities can be authorized distributors for the sale of such materials. The General Contractor may not use City Special Purchase Orders to contract with any entity whose primary purpose is to act as the General Contractor's agent in procuring construction materials.

- E. Non-payment or delay in payment by the City of any requested amounts due to the failure by the General Contractor to follow these Guidelines or the Instructions regarding the Sales Tax Savings Program shall not in any manner constitute evidence of default on the part of the City of Birmingham.
- F. The City reserves the right to request from the general contractor any pertinent information relating to subcontractor material purchases which utilize the City's Special Purchase Orders or other means of acquiring materials used on the project. The City also reserves the right to reduce the amount of any payment for any portion of work for which information is requested and not supplied, and to withhold such amount until all matters have been resolved to the City's satisfaction.

August 29, 2004

CITY OF BIRMINGHAM

CONSTRUCTION CERTIFICATION FORM

I, the undersigned, an authorized representative of Tortorici Construction,
(Company Name)
a ☐ proprietorship, ☒ corporation or ☐ partnership, licensed by the Alabama State
Licensing Board for General Contractors in accordance with Chapter 8 of Title 34,
Section 1-26, inclusive, of the Code of Alabama of 1975, as amended, do hereby certify
and confirm that the above company, is licensed to perform the following type of work:

Earthwork, Drainage, Utilities, Erosion Control

By: Joseph Tortorici
Signature of Authorized Representative

Joseph Tortorici
Printed Name of Authorized Representative

V.P.
Title of Authorized Representative

3/17/17
Date

CITY OF BIRMINGHAM
AUTHORIZATION TO EXECUTE

I hereby certify that Joseph Tortorigi
(Printed Name of Executor)

is hereby authorized to execute on behalf of Tortorigi Construction, Inc
(Printed Name of Company)

all documents necessary to comply with the requirements set forth in the bid package

submitted to the City of Birmingham for the OnePratt Greenspace Mass Grading

project, PTK Number 1433 41, dated this 17th day of March 2017,

20__.

If A Corporation:

By: Joseph Tortorigi
Its President

Attest: Joseph Tortorigi

Joseph Tortorigi
(Printed Name)

If An Individual or Partnership:

By: _____
Owner

Witness: _____

(Printed Name)

Company Name
Street Address
City, State, Zip Code

Sealed Bid: (Enter Project Name from Notice to Contractors)
City Engineer
Room 220, City Hall
710 N 20th Street
Birmingham, AL 35203

Alabama General Contractor's License Number: 12345

General Decision Number: AL150004 01/02/2015 AL4

Superseded General Decision Number: AL20140004

State: Alabama

Construction Type: Highway

County: Jefferson County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridge designed for commercial navigation, bridges involving marine construction ; and other major bridges).

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

Modification Number
0

Publication Date
01/02/2015

* SUAL2011-005 03/16/2011

	Rates	Fringes
Carpenter.....	\$ 16.39	
Concrete finisher.....	\$ 14.12	
Electrician.....	\$ 18.70	
Ironworkers:		
Reinforcing.....	\$ 14.15	
Laborers:		
Asphalt Raker.....	\$ 11.50	
Concrete Laborer.....	\$ 11.36	
Guardrail Erector.....	\$ 12.98	
Pipe Layer.....	\$ 13.41	
Side Rail/Form Setter.....	\$ 13.46	
Unskilled.....	\$ 10.11	
Power equipment operators:		
Asphalt Distributor.....	\$ 14.28	
Asphalt Paver.....	\$ 12.43	
Asphalt Spreader.....	\$ 12.98	
Backhoe, Clamshell, Dragline, and Shovel.....	\$ 15.61	

Bulldozer.....	\$ 15.89
Concrete Saw.....	\$ 13.19
Drilling Machine.....	\$ 13.60
Front End Loader.....	\$ 13.91
Mechanic.....	\$ 16.49
Milling Machine.....	\$ 13.45
Motor Grader and Patrol.....	\$ 14.50
Roller (self-propelled).....	\$ 12.66
Striping Machine.....	\$ 15.23
Track-Hoe/Excavator.....	\$ 15.50
Tractor and Loader (farm rubber tired).....	\$ 11.74

Truck drivers:

Multi-Rear Axle.....	\$ 13.10
Single Rear Axle.....	\$ 12.25

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

AGREEMENT TO COLLECT MONIES DUE

* * * * *

I, the undersigned, an authorized representative of
TORTORICI CONSTRUCTION INC., a

☐ proprietorship ☐ corporation ☐ partnership,

acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to the above named entity under the contract all unpaid, delinquent, or overdue license fees, taxes fines, penalties and other amounts due the City from the above named entity.

Joseph Tortorici
Signature of Authorized Representative

V.P.
Title

4/11/17
Date

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

THE CITY OF BIRMINGHAM
FORM "A"
MBE/DBE BID SOLICITATION NOTICE

GENERAL CONTRACTOR'S NOTICE OF INTENT TO BID
MBE/DBE PARTICIPATION

BID DATA

- | | |
|---|--|
| 1. GENERAL CONTRACTOR | <u>TORTORIGI CONSTRUCTION</u> |
| ADDRESS: | <u>3801 MARY TAYLOR RD</u> |
| | <u>BIRMINGHAM, AL 35235</u> |
| CONTACT(S): | <u>JEREMY TORTORIGI</u> |
| PHONE: | <u>205-655-8891</u> |
| FAX: | <u>205-449-1636</u> |
| EMAIL: | <u>jeremyt@tortorigi.com</u> |
|
2. OWNER: |
<u>City of Birmingham</u> |
| 3. NAME OF PROJECT: | <u>One Pratt Park Development Mass Grading &
Stormwater Infrastructure Project</u> |
| 4. SCHEDULED PRE-BID MEETING | |
| DATE/TIME: | <u>3/8/17</u> |
| LOCATION: | <u>Birmingham City Hall Room 215</u> |
|
5. DATE/TIME FOR RECEIPT OF BIDS | |
| TO CONTACT INDICATED ABOVE: | <u>3/16/17 @ 3:00 pm</u> |
|
6. SCHEDULED BID OPENING | |
| DATE/TIME: | <u>3/17/17... @ 2:00 pm</u> |
| LOCATION: | <u>710 20th St. North, Bham City Hall Room 220</u> |
|
7. ESTIMATED JOB START DATE: |
<u>May 2017</u> |
| 8. ESTIMATED COMPLETION DATE: | <u>July 2017</u> |

Assistance is hereby requested in securing proposals for MBE/DBE Subcontractors/Suppliers per the attached listing of construction specialties.

NOTICE TO BCIA - CERTIFIED CONTRACTORS:

IN ORDER TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE GENERAL CONTRACTOR ON OR BEFORE THE DATE LISTED IN ITEM FIVE (5) ABOVE.

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

PROJECT: One Pratt Greenspace Mass Grading
PTK 143321

LOCATION: PRATT CITY -HIBERNIAN STREET

BID DATE: 3/17/17

GENERAL CONTRACTOR CONTACT:

NAME Jeremy Tortorigi

ADDRESS: 3801 Mary Taylor Rd
Birmingham, AL 35235

TELEPHONE: (205) 655-8891

FAX: (205) 449-1636

EMAIL: () jeremyt@tortorigi.com

DEADLINE FOR PROPOSALS

3/16/17 @ 2:00 PM

DATE/TIME

* Estimated Contract Opportunity Value:

{1} 0-25,000 {2} 25,000-50,000 {3} 50,000-100,000 {4}
100,000 - 500,000 {5} over 500,000

DIVISION 02 – EXISTING CONDITIONS

{1} {2} {3} {4} {5} *

- ☒ 02 21 SURVEYS
☐ 02 32 GEOTECHNICAL INVESTIGATIONS
☐ 02 41 DEMOLITION
☐ 02 42 REMOVAL and SALVAGE of
CONSTRUCTION MATERIALS
☐ 02 43 STRUCTURE MOVING
☐ 02 56 SITE CONTAINMENT
☐ 02 65 UNDERGROUND STORAGE TANK
REMOVAL
☐ 02 81 TRANSPORTATION and DISPOSAL
of HAZARDOUS MATERIALS
☐ 02 82 ASBESTOS REMEDIATION
☐ 02 83 LEAD REMEDIATION
☐ 02 85 MOLD REMEDIATION
☐ 02 91 CHEMICAL SAMPLING, TESTING
and ANALYSIS

☐ 02

(Please fill-in other opportunity)

DIVISION 3 - CONCRETE {1} {2} {3} {4} {5}

- ☐ 03 01 MAINTENANCE OF CONCRETE
☐ 03 11 CONCRETE FORMING
☐ 03 15 CONCRETE ACCESSORIES
☐ 03 21 REINFORCING STEEL
☐ 03 22 WELDED WIRE FABRIC
REINFORCING
☐ 03 30 CAST-IN-PLACE CONCRETE

- ☐ 03 31 STRUCTURAL CONCRETE
☐ 03 35 CONCRETE FINISHING
☐ 03 37 SPECIALTY PLACED CONCRETE
☐ 03 39 CONCRETE CURING
☐ 03 41 PRECAST STRUCTURAL
CONCRETE
☐ 03 45 PRECAST ARCHITECTURAL
CONCRETE
☒ 03 47 SITE-CAST CONCRETE
☐ 03 62 NON-SHRINK GROUTING
☐ 03 63 EPOXY GROUTING
☐ 03 81 CONCRETE CUTTING
☐ 03 82 CONCRETE BORING
☐ 03

(Please fill-in for other opportunity)

DIVISION 4 - MASONRY {1} {2} {3} {4} {5}

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

(Please fill-in for other opportunity)

DIVISION 5 - METALS {1} {2} {3} {4} {5}

- ☐ 05 12 STRUCTURAL STEEL FRAMING
☐ 05 14 STRUCTURAL ALUMINUM FRAMING
☐ 05 15 WIRE ROPE ASSEMBLIES
☐ 05 21 STEEL JOIST FRAMING
☐ 05 31 STEEL DECKING
☐ 05 35 RACEWAY DECKING ASSEMBLIES
☐ 05 41 STRUCTURAL METAL STUD
FRAMING
☐ 05 42 COLD-FORMED METAL JOIST
FRAMING
☐ 05 44 COLD-FORMED METAL TRUSSES
☐ 05 51 METAL STAIRS
☐ 05 52 METAL RAILINGS
☐ 05 53 METAL GRATINGS
☐ 05 55 METAL STAIR TREADS & NOSING
☐ 05 56 METAL CASTINGS
☐ 05 58 FORMED METAL FABRICATIONS
☐ 05 71 DECORATIVE METAL STAIRS
☐ 05 73 DECORATIVE METAL RAILINGS
☐ 05 75 DECORATIVE FORMED METAL
☐ 05

(Please fill-in for other opportunity)

DIVISION 6 – WOODS, PLASTICS & COMPOSITES

{1} {2} {3} {4} {5}

- ☐ 06 11 WOOD FRAMING
☐ 06 12 STRUCTURAL PANELS
☐ 06 15 WOOD DECKING

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

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

(Please fill-in for other opportunity)

DIVISION 7 – THERMAL & MOISTURE PROTECTION

{1} {2} {3} {4} {5}

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

(Please fill-in for other opportunity)

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

- ☐ 08 11 METAL DOORS & FRAMES
- ☐ 08 12 METAL FRAMES

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

(Please fill-in for other opportunity)

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

- ☐ 09 21 PLASTER & GYPSUM ASSEMBLIES
- ☐ 09 22 SUPPORTS FOR PLASTER & GYPSUM
- ☐ 09 23 GYPSUM PLASTERING
- ☐ 09 24 CEMENT PLASTERING
- ☐ 09 26 VENEER PLASTERING
- ☐ 09 28 BACKING S & UNDERLAYMENTS
- ☐ 09 29 GYPSUM
- ☐ 09 30 TILING
- ☐ 09 51 ACOUSTICAL CEILINGS
- ☐ 09 54 SPECIALTY CEILINGS
- ☐ 09 62 SPECIALTY FLOORING
- ☐ 09 63 MASONRY FLOORING
- ☐ 09 64 WOOD FLOORING
- ☐ 09 65 RESILIENT FLOORING
- ☐ 09 66 TERRAZZO FLOORING
- ☐ 09 68 CARPETING
- ☐ 09 72 WALL COVERINGS
- ☐ 09 77 SPECIAL WALL SURFACING

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

- ☐ 09 91 PAINTING
- ☐ 09 93 STAINING & TRANSPARENT FINISHING
- ☐ 09 96 HIGH PERFORMANCE COATINGS
- ☐ 09 97 SPECIAL COATINGS
- ☐ 09 _____
(Please fill-in for other opportunity)

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

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

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

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

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

- ☐ 12 21 WINDOW BLINDS
- ☐ 12 22 CURTAINS & DRAPES
- ☐ 12 23 INTERIOR SHUTTERS
- ☐ 12 24 WINDOW SHADES

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

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

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

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

- ☐ 14 11 MANUAL DUMBWAITERS
- ☐ 14 12 ELECTRIC DUMBWAITERS
- ☐ 14 21 ELECTRIC TRACTION ELEVATORS
- ☐ 14 24 HYDRAULIC ELEVATORS
- ☐ 14 27 CUSTOM ELEVATOR CABS & DOORS
- ☐ 14 28 ELEVATOR EQUIPMENT & CONTROLS
- ☐ 14 31 ESCALATORS
- ☐ 14 32 MOVING WALKS
- ☐ 14 42 WHEELCHAIR LIFTS
- ☐ 14 51 CORRESPONDENCE & PARCEL LIFTS
- ☐ 14 91 FACILITY CHUTES
- ☐ 14 92 PNEUMATIC TUBE SYSTEMS
- ☐ 14 _____
(Please fill-in for other opportunity)

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

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

- ☐ 21 11 FIRE-SUPPRESSION WATER
SERVICE PIPING &METHODS
☐ 21 12 FIRE SUPPRESSION STANDPIPES
☐ 21 13 FIRE SUPPRESSION SPRINKLER
SYSTEMS
☐ 21 21 CARBON-DIOXIDE FIRE
EXTINGUISHING SYSTEMS
☐ 21 22 CLEAN AGENT FIRE
EXTINGUISHING SYSTEMS
☐ 21 31 CENTIFUGAL FIRE PUMPS
☐ 21 _____
(Please fill-in for other opportunity)

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

- ☐ 22 07 PLUMBING INSULATION
☐ 22 11 FACILITY WATER DISTRIBUTION
☐ 22 13 FACILITY SANITARY SEWERAGE
☐ 22 14 FACILITY STORM DRAINAGE
☐ 22 41 COMMERICAL PLUMBING FIXTURE

☐ 22 42 COMMERICAL PLUMBING FIXTURES
☐ 22 45 EMERGENCY PLUMBING FIXTURES
☐ 22 47 DRINKING FOUNTAINS & WATER
COOLERS
☐ 22 51 SWIMMING POOL PLUMBING
SYSTEMS
☐ 22 66 CHEMICAL-WASTE SYSTEMS FOR
LAB & HEALTHCARE FACILITIES
☐ 22 _____
(Please fill-in for other opportunity)

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

- ☐ 23 07 HVAC INSULATION
☐ 23 09 INSTRUMENTATION & CONTROL
FOR HVAC
☐ 23 13 FACILITY FUEL-STORAGE TANKS
☐ 23 21 HYDRONIC PIPING & PUMPS
☐ 23 22 STEAM & CONDENSATE PIPING &
PUMPS
☐ 23 31 HVAC DUCTS & CASINGS
☐ 23 33 AIR DUCT ACCESSORIES
☐ 23 34 HVAC FANS
☐ 23 37 AIR OUTLETS & INLETS
☐ 23 38 VENTILATION HOODS
☐ 23 41 PARTICULATE AIR FILTRATION
☐ 23 52 HEATING BOILERS
☐ 23 54 FURNACES
☐ 23 56 SOLAR ENERGY HEATING EQUIP.
☐ 23 57 HEAT EXCHANGES FOR HVAC
☐ 23 62 PACKAGED COMPRESSOR &
CONDENSOR UNITS
☐ 23 63 REFRIGERANT CONDENSORS

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

☐ 23 82 CONVECTION HEATING & COOLING
UNITS
☐ 23 84 HUMIDITY CONTROL EQUIPMENT
☐ 23 _____
(Please fill-in for other opportunity)

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

- ☐ 26 09 INSTRUMENTATION & CONTROL FOR
ELECTRICAL SYSTEMS
☐ 26 12 MEDIUM VOLTAGE
TRANSFORMERS
☐ 26 22 LOW VOLTAGE TRANSFORMERS
☐ 26 24 SWITCHES & PANELS
☐ 26 25 ENCLOSED BUS ASSEMBLIES
☐ 26 27 LOW VOLTAGE DISTRIBUTION
EQUIPMENT
☐ 26 28 LOW VOLTAGE CIRCUIT
PROTECTIVE DEVICES
☐ 26 29 LOW VOLTAGE CONTROLLERS
☐ 26 32 PACKAGED GENERATOR
ASSEMBLIES
☐ 26 35 POWER FILTERS & CONDITIONERS
☐ 26 42 CATHODIC PROTECTION
☐ 26 51 INTERIOR LIGHTING
☐ 26 52 EMERGENCY LIGHTING
☐ 26 53 EXIT SIGNS
☐ 26 54 CLASSIFIED LOCATION LIGHTING
☐ 26 55 SPECIAL PURPOSE LIGHTING
☐ 26 56 EXTERIOR LIGHTING
☐ 26 61 LIGHTING SYSTEMS &
ACCESSORIES
☐ 26 71 ELECTRICAL MACHINES
☐ 26 _____
(Please fill-in for other opportunity)

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

- ☐ 27 13 COMMUNICATIONS BACKBONE
CABLING
☐ 27 41 AUDIO-VIDEO SYSTEMS
☐ 27 51 DISTRIBUTED AUDIO VIDEO
☐ 27 52 HEALTHCARE COMMUNICATIONS &
MONITORING SYSTEMS
☐ 27 53 DISTRIBUTED SYSTEMS
☐ 27 _____
(Please fill-in for other opportunity)

**ELECTRONIC SAFETY & SECURITY- 28 {1} {2} {3}
{4} {5}**

- ☐ 28 13 COMMUNICATIONS BACKBONE
CABLING
☐ 28 16 INTRUSION DETECTION
☐ 28 23 VIDEO SURVEILLANCE

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

- ☐ 28 31 FIRE DETECTION
☐ 28 33 FUEL-GAS DETECTION
☐ 28 39 MASS NOTIFICATION SYSTEMS
☐ 28 _____
(Please fill-in for other opportunity)

- EARTHWORK-31 {1} {2} {3} {4} {5}
☐ 31 06 SCHEDULES FOR EARTHWORK
☒ 31 11 CLEARING & GRUBBING
☒ 31 13 SELECTIVE TREE & SHRUB REMOVAL
& TRIMMING
☐ 31 14 EARTH STRIPPING & STOCKPILING
☒ 31 22 GRADING
☒ 31 23 EXCAVATION & FILL
☒ 31 25 ERSION & SEDIMENTATION
☐ 31 31 SOIL TREATMENT
☐ 31 32 SOIL STABILIZATION
☐ 31 33 ROCK STABILIZATION
☐ 31 36 GABIONS
☐ 31 37 RIPRAP
☐ 31 41 SHORING
☐ 31 43 CONCRETE RAISING
☐ 31 45 VIBROFLORATION & DENSIFICATION
☐ 31 46 NEEDLE BEAMS
☐ 31 48 UNDERPINNING
☐ 31 52 COFFERDAMS
☐ 31 56 SHURRY WALLS
☐ 31 62 DRIVEN PILES
☐ 31 63 BORED PILES
☐ 31 _____
(Please fill-in for other opportunity)

- EXTERIOR IMPROVEMENTS- 32 {1} {2} {3} {4} {5}
☐ 32 11 BASE COURSES
☐ 32 12 FLEXIBLE PAVING
☐ 32 13 RIGID PAVING
☐ 32 16 CURBS, GUTTERS SIDEWALKS &
DRIVEWAYS
☐ 32 17 PAVING SPECIALTIES
☐ 32 18 ATHLETIC & RECREATIONAL
SURFACING
☐ 32 31 FENCES & GATES
☐ 32 32 RETAINING WALLS
☐ 32 34 FABRICATED BRIDGES
☐ 32 35 SCREENING DEVICES
☐ 32 84 PLANTING IRRIGATION
☐ 32 91 PLANTING PREPARATION
☒ 32 92 TURF & GRASSES
☐ 32 93 PLANTS
☐ 32 94 PLANTING ACCESSORIES
☐ 32 96 TRANSPLANTING
☐ 32 _____
(Please fill-in for other opportunity)

- UTILITIES-33 {1} {2} {3} {4} {5}
☐ 33 11 WATER UTILITY DISTRIBUTION
PIPING
☐ 33 12 WATER UTILITY DISTRIBUTION
EQUIPMENT
☐ 33 16 WATER UTILITY STORAGE TANKS
☐ 33 21 WATER SUPPLY WELLS
☐ 33 31 SANITARY UTILITY SEWERAGE
PIPING
☐ 33 36 UTILITY SEPTIC TANKS
☐ 33 41 STORM UTILITY DRAINAGE PIPING
☐ 33 42 CULVERTS
☐ 33 44 STORM UTILITY WATER DRAINS
☐ 33 46 SUBDRAINAGE
☐ 33 49 STORM DRAINAGE STRUCTURES
☐ 33 51 NATURAL GAS DISTRIBUTION
☐ 33 52 LIQUID FUEL DISTRIBUTION
☐ 33 71 ELECTRICAL UTILITY TRANSMISSION
& DISTRIBUTION
☐ 33 81 COMMUNICATIONS & STRUCTURES
☐ 33 _____
(Please fill-in for other opportunity)

- TRANSPORATION-34 {1} {2} {3} {4} {5}
☐ 34 11 RAIL TRACKS
☐ 34 41 ROADWAY SIGNALING AND CONTROL
EQUIPMENT
☐ 34 71 ROADWAY CONSTRUCTION
☐ 34 72 RAILWAY CONSTRUCTION
☐ 34 _____
(Please fill-in for other opportunity)

- MATERIAL PROCESSING & HANDLING
EQUIPMENT-41 {1} {2} {3} {4} {5}
☐ 41 21 CONVEYORS
☐ 41 22 CRANES & HOISTS
☐ 41 _____
(Please fill-in for other opportunity)

- POLLUTION CONTROL EQUIP-44 {1} {2} {3} {4} {5}
☐ 44 11 PARTICULATE CONTROL
EQUIPMENT
☐ 44 _____
(Please fill-in for other opportunity)

- WATER & WASTEWATER EQUIPMENT-46
{1} {2} {3} {4} {5}
☐ 46 07 PACKAGED WATER & WASTEWATER
TREATMENT EQUIPMENT
☐ 46 _____
(Please fill-in for other opportunity)

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

THE CITY OF BIRMINGHAM
FORM "C"

MBE/DBE CONTRACTORS SUBMITTING BIDS AND/OR PROPOSALS
(TO BE SUBMITTED WITH BID DOCUMENTS)

GENERAL CONTRACTOR: Tortorigi Construction

CONTACT: Jeremy Tortorigi

NAME OF PROJECT: One Pratt Greenspace Mass Grading and Stormwater Infrastructure PTK 143341

DATE SUBMITTED: 3/17/17

List Each MBE/DBE Firm Submitting Bids and/or Proposals	Scope of Work	Proposal Amount (\$)
Mill I+48	Mill+overlay	8000 ⁰⁰

Instructions:

1. Complete this form regarding the MBE/DBE Firms submitting bids and/or proposals on the specified project.
2. Submit completed form WITH BID DOCUMENTS to THE CITY and BCIA.
3. Submission of Form "C" is a prerequisite to awarding the Contract.

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY
601 37TH STREET SOUTH
BIRMINGHAM, ALABAMA 35222
Telephone: (205) 324-6202 Fax: (205) 324-6210

THE CITY OF BIRMINGHAM
FORM "D"
MBE/DBE CONTRACTORS TO BE UTILIZED
(TO BE SUBMITTED WITH BID DOCUMENTS)

GENERAL CONTRACTOR: Tortorigi Construction, Inc

CONTACT: Jeremy Tortorigi

NAME OF PROJECT: One Pratt Greenspace Mass Grading and Stormwater Infrastructure PTK#143341

TOTAL CONTRACT AMOUNT \$ 356,902.15

TOTAL AMOUNT OF ALL SUBCONTRACTORS \$ 50,611

DATE SUBMITTED: 3/17/17

List Each MBE/DBE Subcontractor to be Utilized	Scope of Work	Contract Amount (\$)
mill I+UP	mill + Overlay	8,000.00
	TOTAL	8000.00

Instructions:

1. Complete this form regarding the MBE/DBE participation to be utilized on the specified project.
2. Submit completed form prior to contract award.
3. Submission of Form "D" is a prerequisite to awarding the Contract.

PROJECT NAME: _____

(Location)
 (Type) _____

Drawn by: _____
 G.J.A. _____

Project Manager: _____

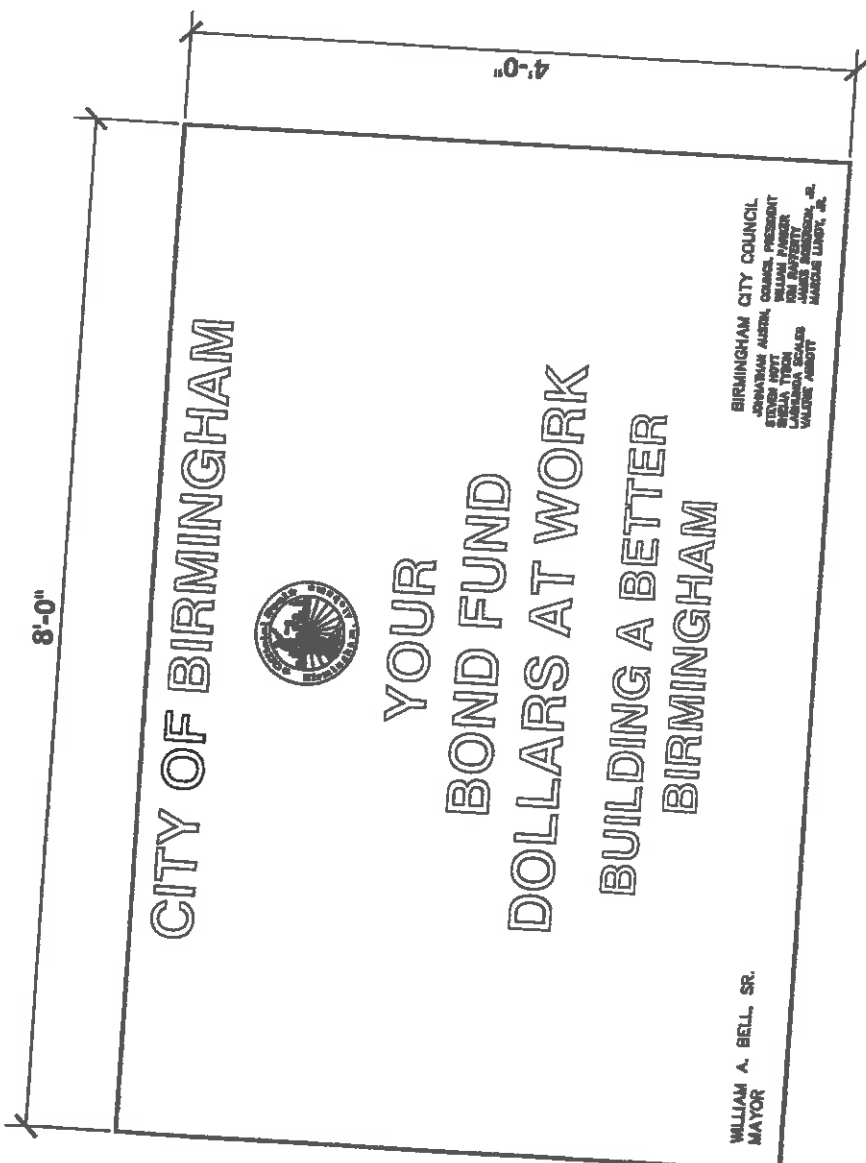
Project Number: _____

Sheet Name: _____

Scale: _____

Sheet of _____

File Number: 200-200



SPECIFICATIONS

MATERIALS: 60" x 60" x 1/2" ALUMINUM PLATE
 SIGNAGE: 1/2" x 1/2" x 1/2" ALUMINUM PLATE
 GRAPHICS: NAVY BLUE VINYL (AS PER SPECIFICATIONS)
 LETTERING: NAVY BLUE VINYL (AS PER SPECIFICATIONS)
 CONTRACTOR MUST VERIFY, MAINTAIN AND REMOVE SIGNAGE

STATE OF ALABAMA

BID LIMIT: U

LICENSE NO.: 11804

AMOUNT: UNLIMITED

TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TORTORIGI CONSTRUCTION INC

BIRMINGHAM, AL 35235

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

H/RR-S: DRAINAGE, IRRIGATION, AND FLOOD CONTROL PROJECTS AND DAMS, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY, SC: ATHLETIC FIELDS, SC: LANDSCAPING

until July 31, 2017

when this Certificate expires.

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

1st day of July, 2016

SECRETARY-TREASURER

Walter H. Dancy

Alley Whaley L CHAIRMAN

124131

FORM OF PROPOSAL-R2

PROJECT NUMBER:
PTK NUMBER: 143341
BID: N/A

BID DATE: 3/17/17
2PM
PAGE 1 OF 2

One Pratt Mass Grading and Stormwater Infrastructure

To: Fred T. Hawkins, PE – City Engineer

The undersigned hereby propose(s) to furnish all material, labor and appliances, and do all the work to complete the contract for certain

Site Development

In a workmanlike manner, and in accordance with the plans, specifications and profiles in the office of the City Engineer, at the prices hereinafter named, (I, We) hereby further agree that in case of failure on (my, our) part to sign this contract and give bond satisfactory to the Council of the City of Birmingham, Alabama within ten days after the contract has been awarded to (me, us), the certified check or bidder's bond accompanying this proposal and the proceeds thereof shall be the property of the City of Birmingham.

Item #	Item	Quantity	Units	Unit Price	Total Price
1	Unclassified Excavation	15,000	CY	8.50	127,500.00
2	Clearing & grubbing	1	LS	44,300.00	44,300.00
3	18" Reinforced Concrete Pipe	580	LF	71.00	41,180.00
4	Grate Inlet	4	EA	2072.00	8,288.00
5	Storm Sewer Manhole	3	EA	2,265.00	6,795.00
6	Double Wing Concrete Headwall	1	EA	766.00	766.00
7	Erosion Control	1	LS	8,069.00	8,069.00
8	Class II Riprap w/ filter blanket (2' Thick)	20	SY	39.00	780.00
9	Trench Rock Excavation	35	CY	85.00	2,975.00
10	8" Ductile Iron Pipe Class 350 (Sanitary Sewer)	40	LF	635.00	25,400.00
11	3" Asphalt Binder	5	TON	1,111.00	5,555.00
12	1.5" Asphalt Wearing Surface	5	TON	1,778.00	8,890.00
13	4.5" Asphalt Cold Mix	5	TON	224.00	1,120.00
14	Seeding (in kind)	29,777	SY	\$.50	14,888.50
15	Unsuitable Soil Removal	1075	CY	7.00	7,525.00

Continued

State Licensing Board for General Contractors, State of AL number is 11804

My license states that I can be awarded contracts not to exceed \$ UNLIMITED

Extra work in connection with same to be estimated by the City Engineer. (I, We) further agree that the City shall have the right to reject any and all bids submitted on the above work. (I, We) hereby certify that no person, firm or corporation is either directly or indirectly interested in (my, our) bid herewith submitted, or will share in any profits which may be derived from same; and (I, We) further certify that no firm, person or corporation has any knowledge, either directly or implied, as to the prices herein bid.

CONTRACTOR TORTORIGI CONSTRUCTION, INC

By (Signature) 

ADDRESS 3801 MARY TAYLOR RD
BIRMINGHAM, AL 35235

TITLE VICE PRESIDENT

FORM OF PROPOSAL-R2

PROJECT NUMBER:
PTK NUMBER: 143321
BID: N/A

BID DATE: 3/17/17
2PM
PAGE 2 OF 2

One Pratt Mass Grading and Stormwater Infrastructure

To: Fred T. Hawkins, PE – City Engineer

The undersigned hereby propose(s) to furnish all material, labor and appliances, and do all the work to complete the contract for certain

Site Development

In a workmanlike manner, and in accordance with the plans, specifications and profiles in the office of the City Engineer, at the prices hereinafter named, (I, We) hereby further agree that in case of failure on (my, our) part to sign this contract and give bond satisfactory to the Council of the City of Birmingham, Alabama within ten days after the contract has been awarded to (me, us), the certified check or bidder's bond accompanying this proposal and the proceeds thereof shall be the property of the City of Birmingham.

Item #	Item	Quantity	Units	Unit Price	Total Price
16	Borrow	1075	CY	19.00	20,425.00
	SUBTOTAL				\$324,456.50
17	CONTINGENCY (10%)	1	EA		32,445.65
	PROJECT TOTAL				\$356,902.15

State Licensing Board for General Contractors, State of AL number is 11804

My license states that I can be awarded contracts not to exceed \$ UNLIMITED

Extra work in connection with same to be estimated by the City Engineer. (I, We) further agree that the City shall have the right to reject any and all bids submitted on the above work. (I, We) hereby certify that no person, firm or corporation is either directly or indirectly interested in (my, our) bid herewith submitted, or will share in any profits which may be derived from same; and (I, We) further certify that no firm, person or corporation has any knowledge, either directly or implied, as to the prices herein bid.

CONTRACTOR TORTORIGI CONSTRUCTION, INC

By (Signature) 

ADDRESS 3801 MARY TAYLOR RD
BIRMINGHAM, AL 35235

TITLE VICE PRESIDENT

AGENCY AGREEMENT

AGREEMENT BETWEEN **TORTORIGI CONSTRUCTION, INC.**, (hereinafter called the ("Contractor")) and the City of Birmingham, Alabama, a municipal corporation (hereinafter called "City").

RECITALS

1. Contractor and City entered a contract dated **March 28, 2017**, for the performance work described therein; a copy of said contract is attached hereto as **Exhibit A** (hereinafter called the "Contract").
2. Contractor and City also desire to enter into an agreement whereby certain purchases under the Contract can be made through City as a means of taking advantage of the City's status of being exempt from sales and use taxes.

AGREEMENT

1. City hereby appoints Contractor as its **AGENT** for the City to purchase for and in the name of City, all equipment, materials, supplies and other items which the contractor requires for performance of the Contract. The purchases of any materials, supplies, or other items which are not required for the performance of the Contract are expressly made outside the authority granted hereunder. Purchases made under this agreement shall not be commingled with other jobs or projects, either those of the City or otherwise.
2. City will be responsible for the payment of all authorized purchases made hereunder. General contractor and subcontractors agree to follow the "Guidelines for the Sales Tax Savings Program" cited in **Exhibit B** to this agreement and all provisions of the Tax Exemption Instructions section of the Instructions to Bidders heretofore provided. The City reserves the right to amend, alter, supplement or waive any provision of these Guidelines and/or Instructions as it may deem necessary to protect the interests of the City. The City will notify the Contractor in advance, in writing, of any such changes or amendments.
3. Contractor will execute orders, or purchase orders on forms prescribed by the City, with each such order or purchase order showing that it is executed by and through the Contractor as an Agent for the City. Vendors will render statements for materials purchased to Contractor as agent for City. After reviewing and approving the invoices, Contractor will immediately forward these invoices to the City for payment. If the Contractor disputes any invoice charge or amount, the invoice will be submitted to the City with a statement by the Contractor that the invoice is disputed with an explanation

in writing of why the invoice is disputed. The City may withhold payment of all or any part of any disputed invoice pending resolution of the dispute. Use of Special Purchase Orders issued for this project for the purchase of materials to be used on projects other than this project is unauthorized and will constitute evidence of a breach of contract for which the City reserves the right to terminate this agreement and the underlying contract for construction.

4. The amount due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials, supplies or other authorized items purchased hereunder, plus any savings of sales and use tax on the purchase of such items. In the event that the Contractor pays for materials that should have been purchased and/or paid for by the City under this Agreement, then said amount due as Contract sum shall also be reduced by the amount of sales tax that was due and/or paid.
5. Contractor shall maintain separate accounting records of all material purchases for the Project under the authority granted to it as agent. Such records shall be open to City during normal business hours of Contractor for a period of two (2) years after completion of the project.
6. The authority granted to Contractor hereunder may be revoked by City at any time upon written notice delivered to Contractor at his offices located at **3801 Mary Taylor Road, Birmingham, AL 35235** during normal business hours.
7. Unless specifically authorized by the City of Birmingham, neither the general contractor nor any subcontractor has authority or permission from the City to impair, delegate, assign or transfer the principal/agent purchasing responsibility granted in this “**Agency Agreement.**”
8. Contractor shall preserve and protect all City-owned materials ordered hereunder and shall inspect all such materials before accepting delivery to assure that said materials, supplies and equipment are specified quality and quantity.
9. All work contemplated by this project shall comply with the American with Disabilities Act.

TORTONIGI CONSTRUCTION, INC.
Contractor

BY Joseph Tortonigi

**THE CITY OF BIRMINGHAM,
A MUNICIPAL CORPORATION**

BY William A. Bell, Sr.
William A. Bell, Sr., Mayor

ATTEST:

Lee Frazier
Lee Frazier, City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

[Signature]
(Signature)

2 May 2017
Date

CONTRACT BOND

1

KNOW ALL MEN BY THESE PRESENTS: That we **TORTORIGI CONSTRUCTION, INC.**, (hereinafter called the "Principal") and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(hereinafter called the "Surety") are held and firmly bound unto the City of Birmingham (hereinafter called the "Owner") in the penal sum of **Three Hundred Fifty-Six Thousand Nine Hundred Two Dollars and 15/100 (\$356,902.15)** for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns for the faithful performance of a certain written contract dated **March 28, 2017**, entered into between the Principal and the City of Birmingham for certain street and utilities improvements, **One Pratt Park Development Mass Grading & Stormwater Infrastructure Project**, a copy of which contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall faithfully perform the terms and conditions of the contract in all respects on Their part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and nature, and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any, and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further, that the Principal shall pay all lawful claims of all persons, firms, partnerships or corporations for all labor performed and materials furnished in connection with the performance of the Contract, and that the failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the

CONTRACT BOND

-2

date on which the final payment on the Contract falls due; and provided further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

IN TESTIMONY WHEREOF, witness the hands and seals of the Parties hereto on this 20th day of April, 2017.

WITNESS:

[Signature]

Tortorigi Construction, Inc.

BY [Signature]

Vice President



COUNTERSIGNED:

North American Specialty Insurance Company

BY [Signature]

Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent

[Signature]

Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent

Title

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDIA H. WOESSNER,

ROBERT R. FREEL, ALISA B. FERRIS, and RONALD B. GIADROSICH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of September, 2015.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

ss:

On this 24th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of April, 2017

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we **TORTORIGI CONSTRUCTION, INC.**, as principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the City of Birmingham, (hereinafter called the "Obligee") in the penal sum of **Three Hundred Fifty-Six Thousand Nine Hundred Two Dollars and 15/100 (\$356,902.15)** of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain contract with said Obligee dated **March 28, 2017**, (hereinafter called the "Contract") for certain street and utilities improvements, **One Pratt Park Development Mass Grading & Stormwater Infrastructure Project**, which contract and specifications for said work shall be deemed a part hereof as fully as if set out herein,

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION are such that, 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 payments to all persons supplying him or them with labor, materials, feedstuffs or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extensions of or additions to said Contract, and for the payment of reasonable attorneys' fees incurred by the claimant or claimants in suits on said bond, then **PROVIDED**, however, that this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, feedstuffs or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action 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 or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the City Clerk of the City of Birmingham as the agent of each of them to receive and accept service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damage 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 Section 39-1-1, Code of Alabama, 1975.

SIGNED, SEALED AND DELIVERED, this 20th day of April, 2017.

Tortorigi Construction, Inc.

BY

Joseph Tortorigi



North American Specialty Insurance Company

BY

Jeffrey M. Wilson

Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent

WITNESS:

Ashleigh McLenney

COUNTERSIGNED:

Jeffrey M. Wilson

Jeffrey M. Wilson, Attorney-in-Fact & AL Resident Agent



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDIA H. WOESSNER,
ROBERT R. FREEL, ALISA B. FERRIS, and RONALD B. GIADROSICH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached "



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 24th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of April, 2017

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

FORM OF CONSTRUCTION AGREEMENT

-1

This agreement made and entered into on the **28th** day of **March, 2017**, by and between **TORTORIGI CONSTRUCTION, INC., PARTY OF THE FIRST PART**, and the **CITY OF BIRMINGHAM**, a municipal corporation,

PARTY OF THE SECOND PART,

WITNESSETH:

That the first party, for the consideration herein fully set out, hereby agrees with the second party as follows:

1. That the first party shall furnish all labor and materials and perform all of the work in manner and form as provided by the plans, profiles and Standard Specifications on file in the office of the City Engineer, and any Special Conditions which are attached hereto and made a part hereof as if fully contained herein, for certain street and utilities improvements, **One Pratt Park Development Mass Grading & Stormwater Infrastructure Project, PTK# 143341: G/L# 035_013.652-001; CD035GR_022028.003 .**
2. The Agreement is composed of and incorporates the following attached documents:
 - **This Agreement for certain street and utilities improvements One Pratt Park Development Mass Grading & Stormwater Infrastructure Project in the Pratt Community:**
 - **Notice to Contractors**
 - **Information to Bidders**
 - **Executive Order 64-90**
 - **Bid Conditions, Affirmative Action Requirements, Equal Employment Opportunity**
 - **Miscellaneous**
 - **Information for Bidders**
 - **General Requirements and Conditions**
 - **Sales Tax Savings Program Tax Exempt Instructions**
 - **Form of Proposal**
 - **Construction Certification Form**
 - **Authorization of Execution**
 - **Affidavits**
 - **Bid Bonds**
 - **MBE/DBE Quotation Report**
 - **Agency Agreement**
 - **Special Conditions**

FORM OF CONSTRUCTION AGREEMENT

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-
3. That the first party hereby expressly agrees to indemnify and hold harmless the second party from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract by the first Party in accordance with Section 10.14 of the "Bid Specifications and Proposal Package".
 4. That the first party shall commence the work to be performed under this agreement by the date specified in the **"NOTICE TO PROCEED"** and shall fully complete all work here under within the specified time -----, time being the essence of this contract.
 5. The second party hereby agrees to pay the first party for the faithful Performance of this agreement, at the rates set out in the **"FORM OF PROPOSAL"** hereto attached, subject to additions and deductions as Provided in the specifications or proposal, in lawful money of the United States.
 6. After the close of business on the 24th day of each month, estimates will be made by the Engineer on the work done during the previous period. The estimate shall be paid for the following month, less five percent (5%), up to fifty percent (50%) of the project.
 7. Immigration Law Compliance.
 - (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act").
 - (b) Contractor represents and warrants that it has enrolled in the E-Verify program prior to performing any work on the project and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
 - (c) Contractor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Contractor on the Project that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any

FORM OF CONSTRUCTION AGREEMENT

-3

subcontractor to work on the Project which Contractor knows is not in compliance with the Act.

(d) 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.

FORM OF CONSTRUCTION AGREEMENT

-4

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written, in two counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

TONTONIGI CONSTRUCTION, INC.

Contractor

BY

Joseph Tontig

WITNESS:

[Signature]

**APPROVED AS TO FORM BY
LAW DEPARTMENT:**

BY Tracy Roberts
Typed name

[Signature]
Signature

2 May 2017

Date

CITY OF BIRMINGHAM

BY

William A. Bell, Sr.
William A. Bell, Sr., Mayor

ATTEST:

[Signature]
Lee Frazier, City Clerk

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, a notary public, personally appeared JOSEPH TORTOMBI (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Birmingham, Alabama, to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as VICE PRESIDENT (your position) for TORTOMBI CONSTRUCTION, INC. (name of business entity/employer/contractor) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Joseph Tortombi
Signature of Affiant

Sworn to and subscribed before me this 24TH day of April, 2017.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Rebecca Miles
Signature and Seal of Notary Public

AFFIDAVIT FOR SUBCONTRACTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, a notary public, personally appeared JOSEPH TONTOMIGI
(print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as VICE PRESIDENT (your position) for TONTOMIGI CONSTRUCTION, INC (subcontractor name), said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project. (ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Joseph Tontomigi
Signature of Affiant

Sworn and subscribed before me this 24TH day of APRIL, 2017.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Dee Ann Miles
Signature and Seal of Notary Public

AFFIDAVIT OF DIRECT SUBCONTRACTOR TO BE GIVEN TO CONTRACTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, a notary public, personally appeared JOSEPH TONTONIGI (print name) who, being duly sworn, says as follows:

I hereby attest that as VICE PRESIDENT (your position) for the direct subcontractor TONTONIGI CONSTRUCTION, INC. (name of business entity/employer/subcontractor) for _____ (name of business entity/employer/contractor) said direct subcontractor has not knowingly employed, hired for employment, or continued to employ an unauthorized alien. I further attest that I have verified each of the above-named direct subcontractor's employee's eligibility for employment. I further attest that I have in good faith complied with Code of Alabama, Section 31-13-9 (c)*

Joseph Tontoni
Signature of Affiant

Sworn to and subscribed before me this 24TH day of April, 2017.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Dee Ann Mela
Signature and Seal of Notary Public

PART ONE - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
 - 1. Division 1 Section "Photographic Documentation" for preconstruction photographs taken before selective demolition operations.
 - 2. Section 02230 Site Clearing

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
 - 1. Coordinate with Owner's representative, who will establish special procedures for removal and salvage.

SELECTIVE DEMOLITION

SECTION 024100-2

1.5 SUBMITTALS

- A. Qualification Data: For demolition firm
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.
- E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - 1. Comply with submittal requirements in Division 1 Section "Construction Waste Management."

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- F. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.

SELECTIVE DEMOLITION

SECTION 024100-3

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.7 PROJECT CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

SELECTIVE DEMOLITION

SECTION 024100-4

- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.
 - 1. Comply with requirements specified in Division 1 Section "Photographic Documentation."
 - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."

SELECTIVE DEMOLITION

SECTION 024100-5

- B. **Temporary Facilities:** Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. **Temporary Shoring:** Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. **General:** Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting

SELECTIVE DEMOLITION

SECTION 024100-6

operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Division 1 Section "Construction Waste Management."

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then

SELECTIVE DEMOLITION

SECTION 024100-7

remove concrete between saw cuts.

- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 4. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed: Reference Demolition Plans
- B. Existing Items to Be Removed and Salvaged:
 - 1. Concrete – All concrete to be removed shall be crushed to meet specifications and reused as base for new walks. All rebar, wire mesh, etc. shall be removed from demolished concrete prior to reuse. Reference Demolition Plans for concrete to be demolished. Crushed concrete to be reused as aggregate base for walks.

2. Fence Posts – Remove existing fence and preserve posts for reuse at the Playground Area per Materials Plans. Reference Demolition Plans for locations of fence posts which will be reused.

C. Existing Items to Remain: Reference Demolition Plans

END OF SECTION 024100

SECTION 020100 - CLEARING AND GRUBBING

1.1 Description. The work specified in this section includes clearing, or clearing and grubbing, removing and disposing of all vegetation and debris, except such objects that are designated to remain within the limits designated in the contract or as required by the Engineer. This work also includes preventing injury or defacement to vegetation and objects designated to remain.

1.2 Construction Requirements.

a) General.

- i) The Contractor shall stake out on the ground the areas noted in the contract to be cleared, or cleared and grubbed. Any damage to natural terrain, vegetation, trees or objects designated to remain shall be repaired, replaced or other compensation made, as determined by the Engineer, by the Contractor without additional compensation.
- ii) Ornamental trees, cultivated shrubs and similar growth which occupy public rights-of-way or easements but which lie outside the limits of construction shall remain undisturbed and shall be carefully preserved and protected by the Contractor throughout all stages of the work. In the case where this type of growth exists within the limits of construction, the Contractor shall contact the property owner relative to salvaging the growth.
- iii) Any blasting necessary to complete the work shall be done in accordance with Title 4, Chapter 1, Article D of the *General City Code* and any other applicable federal, state and local regulations, laws and ordinances. The Contractor shall exercise the utmost care not to endanger life and property. Any claims of damage as a result of the blasting operation shall be the Contractor's responsibility. The Contractor shall be responsible for obtaining a City of Birmingham *Blasting* permit prior to commencing with any blasting.
- iv) The contractor shall be responsible for work done under this section by any subcontractor employed by him.

b) Clearing.

- i) The designated areas shall be cleared of all surface objects, trees that have been identified to be removed, stumps, roots and other objectionable obstructions resting on or protruding through the surface of the original ground.
- ii) Areas outside of the clearing limits shall be protected from damage.

c) Clearing and Grubbing.

- i) The designated areas shall be cleared and grubbed of all trees identified to be removed, stumps, roots, buried logs, brush, grass, rubbish of any nature and other objectionable matter on or protruding through the ground surface.
- ii) All holes remaining after the stump removal and grubbing operation shall be filled with acceptable material and properly compacted and shaped so as not to prevent the natural drainage of water from the area.
- iii) All fill areas shall be grubbed to a depth at least one (1) foot below the natural ground surface.
- iv) Areas outside of the clearing and grubbing limits shall be protected from damage.

d) Disposal of Materials.

i) The Contractor shall submit a plan providing for the disposal of materials and debris from the clearing, or clearing and grubbing, operation to the Engineer for approval prior to beginning work. The plan shall conform to all applicable federal, state and local laws, regulations and ordinances.

ii) If the Contractor elects to dispose of materials and debris outside of the project limits, he shall obtain and file with the Engineer written permission from the property owner for the use of private property for this purpose prior to beginning any work. There shall be no additional compensation for material and debris so disposed.

iii) Burning as a method of disposal of materials and debris shall be evaluated on a project-by-project basis by the Engineer. The Contractor shall comply with all federal, state and local laws, regulation and ordinances pertaining to burning.

iv) The manner and location of disposal of materials and debris shall not create an unsightly or objectionable view nor shall it create a future maintenance problem for the City of Birmingham or property owner.

1.3 Method of Measurement.

a) General. The quantities of clearing, or clearing and grubbing, as indicated by the limits shown in the contract or as ordered by the Engineer shall be cited in terms of the number of acres, or fractions thereof, of land specifically cleared, or cleared and grubbed, unless a lump-sum bid is specified in the contract.

b) Partial Payment.

i) If Bid in Acres. The number of acres or fraction thereof cleared, or cleared and grubbed, each pay period work is performed on this item shall be multiplied by the unit price bid per acre for clearing, or clearing and grubbing.

ii) If Bid Lump Sum. The estimated percentage of the total area cleared, or cleared and grubbed, each pay period shall be multiplied by the unit price bid for this item. These percentage payments shall be made each pay period work is performed on this item until the entire project has been cleared, or cleared and grubbed.

1.4 Basis of Payment.

a) Unit Price Coverage.

i) Accepted clearing and grubbing shall be paid for at the per acre price bid in the contract, unless bid lump sum, for the designated areas and such bid, whether per acre or lump sum, shall be full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete and maintain the work until final acceptance of the project.

ii) In case changes in location, right of way or easement areas result in changes in designated areas from those shown in the contract, a proportionate increase or decrease in payment shall be made.

b) Exclusions.

i) When no item is provided, the work under this section shall not be paid for directly but shall be considered incidental to the overall work, the cost of which being included in other items of work.

ii) This exclusion shall not apply to the removal of trees if an item for tree removal is included in the contract.

END OF SECTION

SECTION 021100 – EROSION CONTROL

1.1 Description

- a) The work specified in this section includes providing, establishing, and maintaining appropriate best management practices (BMP's) in accordance with the Contractor's Construction Best Management Practices Plan (CBMPP) as approved by the Alabama Department of Environmental Management (ADEM) and/or the City of Birmingham, or as ordered by the Engineer during the life of the contract to control erosion and sedimentation on or beyond the project limits.
- b) Special attention is directed to ADEM Administrative Code Chapter 335-6-12, as amended.
- c) Special attention is directed to the *Soil Erosion and Sediment Control Code* of the *General City Code*, as amended.
- d) Special attention is directed to the Alabama Soil and Water Conservation Committee's (ASWCC) *Alabama Handbook For Erosion Control, Sediment Control, and Storm water Management On Construction Sites And Urban Areas (Handbook)*, as amended

1.2 Materials

In general, materials used in BMP's shall conform to the requirements of the *Handbook* or as specified in the contract.

1.3 Construction Requirements

- a) Permits.
 - i) The Contractor shall procure all permits, pay all fees and charges, provide all required bonds, and give all notices necessary and incidental to the due and lawful prosecution of the work as it relates to erosion and sedimentation control. This shall include, but is not limited to, ADEM's *Notice of Registration* (NOR) and NPDES permit and the City of Birmingham's *Clearing and Earthwork* permit.
 - ii) A copy of the NOR and the application for the *Clearing and Earthwork* permit shall be presented to the Engineer at the pre-construction conference. In lieu of the foregoing documents, the Contractor may submit a copy of the NPDES permit and *Clearing and Earthwork* permit for the project. The *Notice to Proceed* will not be issued until this documentation is presented to the Engineer.
 - iii) Failure to provide the documentation specified in 45.03a)ii) within the timeframe cited above shall be grounds for declaring the Contractor to be in default of the contract.
- b) General.
 - i) The Contractor shall be responsible for preventing sediment from polluting storm water runoff to the maximum extent practical.
 - ii) The appropriate BMP's shall be constructed at the locations as determined by the Contractor's approved CBMPP and as may be ordered by the Engineer.
 - iii) Any BMP not designated by the Engineer as permanent shall remain the property of

the Contractor and be removed and disposed of by the Contractor prior to final acceptance of the project. Any salvage value shall be reflected in the original unit price bid. All BMP's shall meet or exceed the requirements of the *Handbook*.

iv) The Contractor shall exercise planning and forethought in coordinating the work of protecting the project and adjoining properties from soil erosion by effective and continuous erosion control methods of either a temporary or permanent nature.

v) BMP's damaged as a result of negligence on the part of the Contractor shall be repaired or, if not repairable, replaced by the Contractor at no cost to the City of Birmingham.

c) Maintenance. The Contractor shall maintain all BMP's as recommended by the *Handbook* or as directed by the Engineer. Maintenance of BMP's shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

d) Compliance.

i) The Contractor shall comply with the requirements and conditions of the contract, all permits, the CBMPP, and orders by the Engineer as they relate to erosion and sedimentation control. Failure on the part of the Contractor to comply with said requirements and conditions shall be cause for the Engineer to withhold progress payments.

ii) Contractor violations of the ADEM NPDES permit which result in enforcement action from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the City of Birmingham by ADEM because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement.

1.4 Method of Measurement.

a) Lump Sum Pricing. No measurement shall be made.

b) Unit Pricing. BMP's shall be measured as specified in the contract.

1.5 Basis of Payment.

a) Lump Sum Pricing.

i) At the end of each pay period, the Engineer shall pay a fractional portion of the lump sum price bid for *Erosion Control*, if the erosion and sedimentation control measures are determined to be acceptable, which shall be payment in full for procuring all permits and paying all fees and charges, and posting bonds; maintaining all BMP's; furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract, permits, the CBMPP and orders of the Engineer.

ii) The fractional portion of the lump sum price to be paid each pay period for erosion and sedimentation control measures shall be determined in accordance with the following chart. For the purpose of determining the fractional portion to be paid, a month shall be assumed to contain thirty (30) days with fractions rounded up to the next whole number.

Pay Period	Fractional Portion to be Paid
1 st	50% of the Lump Sum Price
All Subsequent	50% of the Lump Sum Price

b) Unit Pricing.

i) The accepted BMP's, measured as noted above or as specified in the contract, shall be paid for at the unit price bid which shall be payment in full for procuring all permits and paying all fees and charges, and posting bonds; furnishing all materials, equipment, labor, tools, and other incidentals necessary to complete the work.

END OF SECTION

SECTION 023150 - EXCAVATION AND EMBANKMENT

1.1 Description. The work specified in this section includes the excavation, hauling, compaction and/or disposal of all material, not otherwise being removed and paid for under another item of work, which is encountered within the limits of the work, and is necessary for all construction in accordance with these specifications and in close conformity with the lines, grades, thickness and typical cross-section shown in the contract or established by the Engineer. All excavation covered in this section shall be classified either as Unclassified Excavation, Borrow, or Rock Excavation - Pipe Trench Only.

1.2 Materials.

- a) **Unclassified Excavation.** Unclassified excavation shall consist of the excavation, disposal or placement in embankments of all materials of whatever character encountered in the work including, but not limited to, soil, rock, concrete paving, streetcar tracks, cobblestone, asphalt paving, concrete, etc.
- b) **Borrow.** Borrow shall consist of approved material required for the construction of embankment, or for other portions of the work, in excess of the quantity of usable material available from required excavations on the project.
- c) **Rock Excavation - Pipe Trench Only.**
 - i) Rock excavation shall include the removal of sound, solid rock which occurs in its original position within the excavation pay limits and which is of such hardness or texture that, in the opinion of the Engineer, it cannot be loosened or broken down and removed with conventional soil excavating equipment. The removal of boulders, pieces of stone and old masonry masses one cubic yard or larger in volume shall be classified as Rock Excavation - Pipe Trench Only.
 - ii) The removal of hardpan, chert, clay, soft or disintegrated shale, and other like materials, and boulders less than one cubic yard in volume shall not be classified as Rock Excavation - Pipe Trench Only although the Contractor may elect to remove such material by drilling and blasting methods.

1.3 Construction Requirements.

- a) **General.**
 - i) Prior to beginning excavation and embankment operations in any area, all required clearing and grubbing of the area should have been completed in accordance with the requirements of Section 20.
 - ii) The excavation and embankment for the work shall be constructed and maintained so as to properly drain and have reasonably smooth and uniform surfaces. The final elevation shall be in conformity to that shown in the contract or as approved by the Engineer.
 - iii) Special attention is directed to Section 45 of these specifications regarding soil erosion control measures.
 - iv) No material shall be wasted without the permission of the Engineer.

- v) The Contractor shall be responsible for disposing of excess material.
 - vi) Excavation operations shall be so conducted that material outside the limits of construction are not disturbed.
 - vii) Choice of equipment to perform the work shall be that of the Contractor. The type and number of units shall be adequate to perform the excavation and embankment operations in conformity with the contract and to obtain the required compaction. Supplemental equipment shall be furnished by the Contractor as necessary to keep the work properly shaped, without additional compensation.
 - viii). All hauling shall be considered a necessary and incidental part of the work. No payment shall be made for hauling on any part of the work.
- b) The removal and disposal of existing improvements is considered an incidental part of the work and no additional compensation shall be allowed there for.
- c) Roadway and Drainage Excavation.
- i) General. All intersecting roads, approaches, entrances and driveways shall be kept graded, completed concurrently with the roadway grading, and be passable at all times, as directed by the Engineer. During the grading operation, the area being graded shall be maintained reasonably smooth and well drained.
 - ii) Removal and Replacement of Topsoil. Topsoil within the construction limits shall be removed in the areas and to the depth specified by the Engineer. It shall be stockpiled in approved locations for use in the final finishing of slopes or other areas to be re-vegetated. The work of removing and stockpiling topsoil shall be measured and paid for as Unclassified Excavation.
 - iii) Selective Grading.
 - (1) Certain designated zones or portions of cuts which afford the more suitable soils for roadway construction shall be reserved as directed by the Engineer for use in forming the upper graded earth layer or layers for embankments or cuts, for backfilling, or for other purposes as determined by the Engineer. Should it become necessary to stockpile selected material for later use, it shall be stockpiled in a location approved by the Engineer.
 - (2) Selective grading shall include, but not be limited to, excavating, stockpiling, removing from the stockpile, and re-handling selected material. It shall also include the disposal of all or part of the stockpiled selected material that is not used. Selective grading as described in this paragraph shall be measured and paid for as Unclassified Excavation.
 - (3) The Contractor may, without additional compensation, elect to use material from offsite sources in lieu of using selected material as described above.
 - iv) Undercutting.
 - (1) Soils that are determined by the Engineer to be unsuitable for the intended purpose shall be undercut to the depth specified by the Engineer. The

Contractor shall dispose of unsuitable material without additional compensation. The undercut areas shall then be backfilled with a suitable material, obtained from stockpiles as described in paragraph 21.03c)iii) or from borrow sources, and compacted to the density specified for embankments. Undercutting as described in this paragraph shall be measured and paid for as Unclassified Excavation.

(2) Material, other than stockpiled selected material as described in paragraph 21.03c)iii), used to backfill undercut areas shall be paid for in the respective unit of the material comprising the backfill (i.e., crushed stone - cy, borrow - cy, etc.).

(3) No additional compensation shall be allowed for using stockpiled selected material, as described in paragraph 21.03c)iii), from the job site as backfill.

v) Excavation of Rock.

(1) The excavation of rock from all areas, except pipe trenches, shall be measured and paid for as Unclassified Excavation.

(2) Any blasting necessary to complete the work shall be done in accordance with Title 4, Chapter 1, Article D of the General City Code and any other applicable federal, state and local regulations, laws and ordinances. The Contractor shall exercise the utmost care not to endanger life and property. Any claims of damage as a result of the blasting operation shall be the Contractor's responsibility. The Contractor shall be responsible for obtaining a City of Birmingham blasting permit prior to commencing with any blasting.

vi) Overbreak, including slides, shall be defined as that portion of any material displaced or loosened beyond the finished work as shown in the contract or authorized by the Engineer. The Engineer shall determine if the displacement of such material was unavoidable and his decision shall be final. All overbreak shall be graded or removed by the Contractor as directed by the Engineer; however, no separate payment shall be made for the removal and disposal of overbreak, which the Engineer determines, as avoidable. Unavoidable overbreak shall be measured and paid for as Unclassified Excavation.

d) Borrow.

i) The Contractor shall be responsible for locating suitable borrow sources. The Contractor must have written approval from the Engineer of the borrow source prior to using any material from the source. Such approval shall not relieve the Contractor of the responsibility for the quality and quantity of the material used.

e) Embankment.

i) General.

(1) Only suitable, approved materials shall be used in the work. The Engineer shall be the sole judge as to the suitability of the materials to be used in the embankment and his decision shall be final.

- (2) Operations on embankment work shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing temperatures or other unsatisfactory conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed on frozen material.
- (3) Rock, broken concrete or other solid material shall not be placed in embankment areas where piles are to be driven.

ii) Formation of Embankments.

- 1) The Owner shall secure the services of a geotechnical testing laboratory approved by the Engineer to sample the proposed embankment material and determine the maximum density and optimum moisture content in accordance with ASTM D 698 (AASHTO T 99) prior to the placement and compaction of any embankment material. A copy of the results of the tests shall be furnished to the Engineer prior to placement of any material. No material shall be placed until after the laboratory test results have been furnished to the Engineer. Material placed prior to the Engineer receiving the stipulated laboratory tests shall be removed and replaced by the Contractor in the presence of the Engineer at no additional cost to the City.
- (2) Embankments shall be formed in successive horizontal layers of not more than eight inches in loose depth for the full width of the cross-section. Layer placement shall begin in the deepest portion of the fill. As placement progresses, layers shall be constructed approximately parallel to the finished grade line.
- (3) Each layer shall be compacted, at a minimum, to 95 percent of the ASTM D 698 (AASHTO T 99) maximum dry density. The material in each layer shall be within \pm three percent of the optimum moisture content, as determined from the ASTM D 698 (AASHTO T 99) density test, to obtain the prescribed compaction. Based on the results of these tests, the Contractor shall make the necessary adjustments and corrections in methods, materials or moisture content to achieve the correct embankment density. No layer shall be covered by a successive layer until the specified density of the preceding layer is obtained. A copy of the results of the compaction tests shall be furnished to the Engineer before an exposed layer is covered. If the Contractor fails to place material as required in this embankment specification or does not comply with the procedures in this provision for testing, verification, and reporting of compaction levels, the City reserves the right to require that any material that was placed without complying with these procedures be removed and replaced by the Contractor in the presence of the Engineer at no additional cost to the City. A minimum of one compaction (density) test shall be performed for every 500 square yards of fill layer or two tests per layer which ever is greater. Additional density tests may be required by the Engineer where compaction of the fill appears questionable or whenever a change in fill layer is detectable. Test locations shall be randomly selected by the Engineer.

- (4) In order to achieve uniform moisture content throughout the layer, wetting or drying of the material may be required. Should the material be too wet to permit proper compaction, all work on all of the affected portions of the embankment shall be delayed until the material has dried to the required moisture content. Wetting of dry material to obtain the proper moisture content shall be done with approved equipment that shall sufficiently distribute the water.
- (5) During construction of the embankment, the Contractor shall route his equipment at all times, both when loaded and empty, over the layers as they are placed and shall distribute the travel evenly over the entire width of the embankment.
- (6) Stones or fragmentary rocks larger than four inches in their greatest dimensions shall not be allowed in the top six inches of embankment that serves as the subgrade for a roadway.
- (7) When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in layers of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed by the Engineer in layers not to exceed two feet in thickness. Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of rock. These type lifts shall not be constructed above an elevation of four feet below the finished grade or elevation. Density requirements shall not apply to portions of embankments constructed of materials that cannot be tested in accordance with specified methods.
- (8) Embankment over, under and around structures (pipes, culverts, etc.) shall be selected embankment material placed and compacted or tamped in a manner and by methods that shall avoid unbalanced loading, cause movement or place undue strain on any structure. The Contractor shall be responsible for protecting the structures and any damage to any part of a structure due to not providing proper protection shall be cause for ordering its replacement without additional compensation.
- (9) When new embankment is to be placed against an existing slope steeper than 4:1, the existing slope shall be continuously benched and the new work brought up in layers. Benching shall be of sufficient width to permit the operation of equipment but in no case less than six feet. Material thus removed shall be re-compacted along with the new embankment material.
- (10) When new embankment is to be placed against an existing slope of 4:1 or flatter, the slope shall be scarified to a depth of six inches to provide a bond between the new embankment and the existing surface.

1.4 Method of Measurement.

- a) Measurement for all accepted unclassified excavation shall be by the cubic yard of the material in its original position computed from cross-sections by the average-end-area method.

- b) Measurement for borrow shall be by the cubic yard of the material in place, as indicated by the cross- sections, computed from the cross-sections by the average-end-area method.
- c) Embankment shall not be measured for payment.
- d) Measurement for rock excavation shall be by the cubic yard of the material removed from pipe trenches only unless an item for rock excavation in areas other than pipe trenches is included in the contract.

1.5 Basis of Payment.

- a) Unit Price Coverage.
 - i) Unclassified Excavation. The accepted yardage of unclassified excavation, measured as provided above, shall be paid for at the unit price bid per cubic yard, which price shall be payment in full for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.
 - ii) Borrow. The accepted yardage of borrow material, measured as provided above, shall be paid for at the unit price bid per cubic yard, which price shall be payment in full for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.
 - iii) Rock Excavation - Pipe Trench Only. The accepted yardage of rock excavation, measured as provided above, shall be paid at the unit price bid per cubic yard, which price shall be payment in full for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item.
 - iv) Embankment. There shall be no direct payment for embankment. All of the operations required for embankment formation described previously shall be considered necessary work incidental to and for which compensation is included in the unit prices for the pay items of the materials composing the embankment.
- b) Exceptions.
 - i) If no item for unclassified excavation or borrow appears in the contract, it shall be understood that the price for this work shall be included in the prices bid for other items of the contract.
 - ii) If no item for rock excavation appears in the contract and rock excavation is necessary, then rock excavation shall be paid for at a price agreed upon, in writing, by the Engineer and the Contractor.

END OF SECTION

SECTION 025310 - MANHOLES, CURB INLETS and YARD INLETS

1.1 Description.

- a) The work specified in this section includes furnishing and installing manholes and inlets, including necessary metal frames, grates, covers, etc., in accordance with the plan details and these specifications, at the locations and to the grades shown in the contract or as directed by the Engineer.
- b) The various units shall be further designated by type to distinguish shape, size, etc., as indicated by the plan details. Certain units or portions of units may be constructed of cast-in-place concrete, pre-cast concrete and/or masonry, as specified by the plan details.

1.2 Materials.

Materials shall conform to the appropriate sections of these specifications and the following:

- a) Concrete and steel reinforcing for cast-in-place units, pre-cast units or parts of units not covered by other requirements shall conform to the requirements of Sections 034100.13 Structural Concrete and 032000 Steel Reinforcing, respectively, of these specifications.
- b) Pre-cast concrete units or portions of units shall conform to the appropriate requirements of ASTM C478 unless otherwise provided by the plan details or as approved by the Engineer.

- c) Brick masonry materials shall conform to the requirements of ASTM C32, Grade MM.

d) Castings.

- i) Manhole and inlet frames and covers shall be gray iron castings. The castings shall be boldly filleted at angles and the arises shall be sharp and perfect. They shall be true to pattern in form and dimension and shall be free from cracks, pits, or other defects. All frames and covers shall conform to ASTM A48 Class 30 as a minimum for gray iron castings.

- ii) Manhole and inlet frames and covers for sanitary manholes, storm sewer manholes and inlets shall be of the respective design and dimensions shown on the plan details.

- iii) The contact surfaces between the bearing surfaces of the frames and covers shall be machined to true flat surfaces so as to prevent rocking.

- iv) All castings shall be sand blasted or otherwise effectively cleaned of scale and sand so as to present a smooth, clean and uniform surface.

- e) Manhole and inlet steps shall be copolymer polypropylene (plastic) coated reinforcing steel rods with rod and pullout ratings meeting OSHA regulations and requirements. The copolymer polypropylene used in all steps shall conform to ASTM D4101-95b PP0344B33534Z02. The steel used in the steps shall be a deformed one-half (1/2) inch reinforcing rod. The steel reinforcing rods shall be Grade 60 and conform to all the requirements of ASTM A615.

- f) Inlet and outlet pipe shall conform to the appropriate requirements of the section of the specifications covering the kind of pipe to which they are to connect.

1.3 Construction Requirements.

- a) Excavation shall be performed in accordance with the appropriate requirements set forth under Section 027200 Storm Sewer.

b) Concrete units may be either cast-in-place or pre-cast units. Construction requirements relative to the two types shall conform to the following:

i) Cast-in-place Units. Construction shall conform to the requirements of Section 034100.13 Structural Concrete.

ii) Pre-cast Units. Lifting holes or other devices shall be incorporated into the pre-cast sections to facilitate the placement procedure.

iii) Manhole steps shall be cast in the riser sections at equal intervals not to exceed sixteen (16) inches in spacing.

iv) The manhole sections shall have "O" ring rubber gaskets meeting the requirements of ASTM C443.

v) The diameter of the manhole shall be four (4) feet or as specified in the contract. The inside diameter of the manhole at the top shall be twenty-six (26) inches.

vi) Cone sections shall be concentric with an eight (8) inch top wall thickness to accommodate brick.

vii) Base sections shall be cast with pipe holes of the specific number and dimensions necessary to incorporate the unit into the drainage system as shown in the contract. Should installation conditions require additional pipe holes for which no holes were cast, the Contractor shall make such holes as necessary, provided he performs said work in a manner approved by the Engineer. The Contractor shall repair or replace any damaged units to the satisfaction of the Engineer.

viii) Pipe connections to base units shall be made using either concrete or masonry mortar, or flexible manhole connectors meeting the requirements of ASTM 923. Flexible manhole connectors shall be installed as recommended by the manufacturer.

c) Masonry.

i) The height or depth of the manhole or inlet will vary with the location but in all cases it shall be such that it will place the top of the manhole at the finished grade of the pavement or ground surface and the invert at the elevation shown in the contract.

ii) Brick shall be laid radially with horizontal joints between one-quarter (1/4) inch to one-half (1/2) inch in thickness and with vertical joints between one-quarter (1/4) inch to one-half (1/2) inch in thickness on the inside surface of the manhole. Inside joints shall be trowel-struck flush joints to provide a smooth, clean surface. Joints shall be broken in successive layers. Each brick shall be wetted immediately before it is laid and shall be laid separately in a full and close joint of mortar on its bed, ends and side at one operation by shoving the brick into the mortar. Joints shall not be made by working mortar into the joints, grouting, or slushing-in after the brick is in place. Whenever the work is discontinued for any purpose, the unfinished brick masonry shall be racked back in courses and all mortar removed from the exposed surfaces. When the work is continued, exposed surfaces shall be cleaned and wetted before any new work is added.

iii) Approved steps shall be inserted into the walls of manholes at the intervals specified for pre-cast concrete units as the work progresses and shall be securely imbedded into the masonry.

iv) The inside wall surface shall be plastered with a layer of cement mortar one-half (1/2) inch thick from the invert to a height of two (2) feet above the top of the pipe, if practical, and the outside wall surface shall be similarly plastered to the full height.

v) After the masonry work has been completed and topped out, the cast iron frame for the cover shall be carefully set at the required elevation and properly bonded to the masonry with cement

grout.

vi) Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted so as to conform to the exact slope, crown and grade of the existing pavement.

vii) Any work that in the opinion of the Engineer has been damaged by any cause prior to or after backfilling shall be removed and rebuilt by the Contractor without additional compensation.

d) Inlet and Outlet Pipe.

i) Pipe shall be laid in accordance with the appropriate requirements of the section(s) of these specifications covering the type of pipe being used.

ii) Pipe placed in masonry for inlet and outlet connections shall extend through the walls and beyond the outside surface of the walls a sufficient distance to allow for connections and the masonry shall be carefully constructed around them so that there shall be no leakage around the outer surface of the pipe.

e) Backfilling shall be done in accordance with Section 027200 Storm Sewers.

f) Cleaning. All manholes and inlets shall be cleaned of all form material, excess mortar, and all foreign matter, and shall be free from such at the time of final inspection and acceptance.

1.4 Method of Measurement.

a) Inlets shall be measured as an individual unit, including footings, bottom slab, walls, cover, lid, grating, etc., of the type, size and shape shown in the contract.

b) Storm sewer manholes shall be measured as an individual unit, including footings, bottom slab, walls, cover, lid, grating, etc., of the type, size, and shape shown in the contract.

1.5 Basis of Payment.

a) Unit Price Coverage.

i) Inlets. The accepted number of inlets measured as noted above shall be paid for at the respective unit price for each which shall be payment in full for all materials, labor, equipment and incidentals necessary to complete the work.

ii) Storm Sewer Manholes. The accepted number of manholes, measured as noted above, shall be paid for at the respective unit price for each manhole, according to type, which shall be payment in full for all materials, labor, equipment and incidentals necessary to complete the work.

END OF SECTION

SECTION 026300 - TRAFFIC CONTROL IN CONSTRUCTION WORK ZONES

1.1 Description. The work specified in this section includes furnishing, erecting, lighting as directed, handling, and maintaining all construction signs (warning, regulatory, and guide), barricades, and other traffic control devices for the purpose of handling traffic safely through work zones.

1.2 Materials. All materials used in the fabrication, construction, and installation of the construction signs, barricades, markers, lights, and other warning devices shall meet the requirements specified by the *Manual on Uniform Traffic Control Devices (M.U.T.C.D.)*.

1.3 Construction Requirements.

a) General.

- i) The Contractor shall, without additional compensation, be responsible for providing, erecting, and maintaining all traffic control devices as required by the M.U.T.C.D., as last revised, or as designated by the City Traffic Engineer.
- ii) All construction signs shall be erected in a workmanlike manner such that all supports are vertical, sign panels generally perpendicular to the travel way, and legends horizontal so that they effectively convey the intended message.
- iii) Flaggers with proper attire and flags shall be provided, without additional compensation, when ordered by the Engineer or when the Contractor deems flaggers are necessary to safely handle traffic through the construction zone.
- iv) When it becomes necessary to close a street to traffic, the Contractor shall obtain from the Traffic Engineer a closing schedule and an approved detour plan.

b) Maintenance.

- i) The Contractor shall assume full responsibility for the maintenance of all warning signs, barricades, and other traffic control devices. Maintenance shall include, but not be limited to, replacement of sign panels, barricades, and other devices which, in the opinion of the Engineer or Traffic Engineer, are damaged or deteriorated beyond effective use, replacement of broken supports, plumbing of leaning signs, cleaning of dirty signs, barricades and other devices, repair of defaced signs, replacement of stolen signs, etc.
- ii) All items used for traffic control shall be generally maintained in its original placement condition and such maintenance shall be considered a part of the original installation cost. If, at any time, the Engineer or Traffic Engineer determines that proper provisions for safe traffic control are not being provided or maintained, the Engineer may order suspension of the work until the proper level is achieved. In cases of serious or willful neglect by the Contractor for the safety of the public or his employees, the Engineer may proceed forthwith to replace the traffic control measures in the proper condition and deduct the cost thereof from monies due or becoming due the Contractor.

c) Liability.

- i) The Contractor agrees to hold the City of Birmingham harmless from any and all claims for damages resulting from obstruction of the street or from any neglect on the part of the Contractor, or his agents and employees, in failing to provide and maintain flaggers, barricades, signs, or other traffic control devices.

ii) Although the City of Birmingham may be designating and directing the placement of certain traffic control devices, the Contractor shall not be relieved of his responsibility to continuously review and maintain all traffic handling measures and insure himself that adequate provisions have been made for the safety of the public and workmen.

iii) The Contractor may furnish traffic control devices in addition to those required by the M.U.T.C.D. or the Traffic Engineer.

1.4 Method of Measurement. No measurement shall be made for traffic control devices.

END OF SECTION

SECTION 027200 - STORM SEWERS

1.1 Description. The work specified in this section includes furnishing and installing storm sewers at the locations and to the established lines and grades shown in the contract or as designated by the Engineer.

1.2 Materials.

a) Reinforced Concrete Pipe (RCP).

i) Reinforced concrete pipe, circular or arch, shall conform to the requirements of ASTM C76 and C506, respectively.

ii) Standard strength pipe shall be Class III, Wall B or greater.

iii) Extra strength pipe shall be Class IV or V, as shown in the contract, Wall B.

iv) The concrete used in the manufacture of the pipe shall have a compressive strength of not less than four thousand (4000) psi. The absorption shall not exceed eight and one-half percent (8½%).

v) Materials used in the manufacture of concrete pipe shall comply with the following ASTM specifications:

(1) Portland cement, Type II - C150.

(2) Aggregates - C33, except that the coarse aggregates shall be crushed limestone.

(3) Reinforcement shall consist of wire per ASTM A82 or A496, welded wire fabric per ASTM A185 or A497, or Grade 40 steel bars per ASTM A615.

vi) Concrete pipe shall be cast in lengths of not less than four (4) feet for use in storm sewers.

vii) Pipe joints shall be standard bell and spigot or tongue and groove type joints.

viii) **Special Pieces.** Any special pieces of pipe required such as bends, shall be manufactured or fabricated by the pipe manufacturer and meet the requirements of ASTM 2680.

ix) **Pipe Labeling Date** - Each joint or pipe shall have stamped on the exterior side at the bell end the following information:

(1) Type of reinforcement.

(2) Class of pipe - wall thickness.

(3) Name of manufacturer.

(4) Date of manufacture of pipe.

b. Testing.

i) All sewer pipes and materials used in their manufacture shall be tested and approved by an approved testing laboratory prior to delivery to the site. All materials, which fail to

conform to these specifications, shall be rejected.

ii) Each joint of pipe shall be stamped or marked to indicate the testing laboratory's acceptance or approval.

iii) Certified copies of the inspection and acceptance reports of the testing laboratory shall be supplied to the Engineer in duplicate prior to use of the materials.

iv) Any material, which has been damaged in transit or is otherwise unsuitable for use in the work shall be rejected and removed from the site.

v) The cost of inspecting and testing materials shall be considered an incidental part of the work and no specific payment therefor shall be allowed.

vi) Other materials shall conform to the requirements of the appropriate sections of these specifications.

1.3 Construction Requirements.

a) General.

i) All streets, sidewalks, crossings, fire hydrants, water valves, fire alarm boxes and other similar public utilities shall be kept open or accessible for their intended use unless otherwise approved by the Engineer.

ii) Stream, railroad, and highway crossings shall be considered as an incidental part of the work included in the unit prices for the various sizes of sewers unless specific designs are shown in the contract or specified in the contract and unit prices for such crossings are included in the contract.

iii) The removal of existing sewers, manholes and other structures shown in the contract or as directed by the Engineer to be removed shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

b) Site Preparation.

i) Prior to starting construction, the areas designated in the contract or by the Engineer shall be prepared in accordance with Section 020100 Clearing and Grubbing. This work shall be considered as an incidental part of the work and no specific payment shall be allowed unless an item for clearing, or clearing and grubbing, is included in the contract.

ii) Test holes shall be made, when necessary, for locating underground obstructions. Test holes shall be considered as an incidental part of the work and no specific payment shall be allowed.

c) Excavation.

i) Excavation for sewer lines shall consist of the excavation necessary for the construction of sewers and all appurtenant facilities therefor including, but not limited to, manholes, concrete saddles, sand or crushed stone cushion, and pipe protection as specified by the contract. It shall include backfilling and tamping of pipe trenches and around structures.

ii) Excavation for sewer lines shall be made in open cut unless other methods of installing sewer

lines are specified in the contract. Pipe trenches shall not be excavated more than three hundred (300) feet in advance of the pipe laying. The trench shall be excavated true to established lines and grades.

iii) The width of the trench shall be as wide as deemed necessary by the Contractor to assure safe working conditions. The width of the trench for establishing pay limits shall be as shown on the standard drawing on file in the Department of Planning, Engineering and Permits. No additional compensation shall be allowed for excavation, backfilling, backfill material, etc., in the portion of the trench wider than the pay limits.

iv) When sheeting is used, the trench width for establishing pay limits shall be calculated as shown on the standard drawing on file in the Department of Planning, Engineering and Permits.

v) The bottom of the trench shall be level in cross-section and shall be cut true to the required grade of the pipe. The excavation shall extend to the bottom of the pipe bedding and/or cradle required.

vi) Bell holes for bell-and-spigot pipe shall be excavated at proper intervals so that the barrel of the pipe shall rest for its entire length on the bottom of the trench. Bell holes shall be large enough to permit proper installation of joints in the pipe. Bell holes shall not be excavated more than five (5) joints ahead of the pipe laying.

vii) Excavation for manholes and other structures shall not be greater in horizontal area than that required to allow one (1) foot of clearance between the outer surface of the structure and the walls of the adjacent excavation or of the sheeting used to protect it. If the excavation extends beyond the pay limit, the Contractor shall use the same backfill material used within the pay limit, as specified by the contract or as directed by the Engineer. However, no additional compensation shall be allowed for any excavation, backfilling, backfill material used, etc., beyond the pay limit. The bottom of the excavation shall be true to the required shape and the elevations shown in the contract. No earth backfilling shall be permitted under structures unless specifically shown in the contract. Should the Contractor excavate below the elevations shown or specified, he shall fill the void thus made with stone backfill without additional compensation.

viii) Where the excavation area shown falls under a water surface or near the banks of a flowing stream or other body of water, the Contractor may adopt and carry out any method he may deem feasible for the performance of the excavation work and for the protection of the work thereafter; provided the method and equipment to be used have received prior approval of the Engineer. In such cases, the excavation area shall be effectively protected from damage during the excavation period and until all intended construction work has been completed to the satisfaction of the Engineer.

ix) The cost of all temporary construction work necessary or incidental thereto, including the cost of installing and removing sandbags, coffer dams, sheet piling, excavation and backfill, pumping and dewatering, etc., shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

x) When soft clay or other material unsuitable for foundations are encountered which extend below the limits of the excavation, such material shall be removed and replaced with a suitable material approved by the Engineer. The removal of unsuitable material shall be measured and paid for as *Unclassified Excavation*. The material used as backfill in the undercut area shall be measured and paid for at the respective unit price bid for the material.

xi) In the case where no item is included in the contract for unclassified excavation and/or the type of backfill material used, the unit price for each of these items shall be agreed to, in writing, by the Contractor and the Engineer before any work involving these items is undertaken.

xii) Excavated material shall be placed as directed by the Engineer so as to present the least amount of inconvenience to the public. Temporary bridges or crosswalks shall be constructed where required to maintain vehicular or pedestrian traffic.

xiii) In cases where excavated material is deposited along open trenches, it shall be placed so that in the event of rain no damage shall result to the work and/or adjacent property.

xiv) All drains, gutters, culverts or storm sewer pipes encountered shall be kept open for both temporary and permanent flow. If it is necessary to close such structures, other provision for drainage shall be made which meets the requirements of these specifications. Each crossing of such structures shall be made without additional compensation.

xv) Excavation, except as noted herein, shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

d) Rock Excavation.

i) Rock excavation shall be done in accordance with the requirements of Section 023150 Excavation and Embankment.

ii) Where rock is encountered in the process of excavation within the excavation limits specified herein, it shall be completely uncovered and all loose material stripped over the entire area, if for a structure; and over a trench length of not less than fifty (50) feet if for a pipeline. The Engineer shall then make a detailed inspection of the exposed rock surface and shall take such measurements as necessary to determine the volume of rock excavated. The rock shall be removed from the pay-limit width of the trench, as previously described, as far as it is practical to do so, and to the depth shown on the standard drawing on file in the Department of Planning, Engineering and Permits. Rock shall be excavated to the bottom of the pipe bedding and/or cradle required. When necessary to provide sufficient working space, rock shall be excavated to an additional depth for bell holes.

iii) After the Engineer has inspected the completed excavation and has taken the necessary measurements for volume determination, the void below the established pipe grade shall be brought to proper grade by backfilling with an approved material in accordance with the applicable sections of Section 023150 Excavation and Embankment.

iv) Modifications of these provisions for trench excavation in rock shall be permitted only at specific locations where detailed construction methods are shown in the contract.

v) Rock excavation in pipe trenches shall be measured and paid for as described in Section 023150 Excavation and Embankment. No allowance shall be made under this item for bell hole excavation.

e) Sheet piling, Shoring and Bracing.

i) It shall be the responsibility of the Contractor to determine if sheet piling, shoring, or bracing is required in any excavation. It shall also be the Contractor's responsibility to ensure that all

sheeting, shoring, and bracing are done in accordance with current OSHA regulations and requirements.

ii) Sheeting, shoring, and bracing shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

f) Pipe Bedding.

i) A Class C bedding of sand, gravel, crushed stone or crushed slag shall be required for all sewer pipe.

ii) Bedding materials shall be compacted in place by tamping with suitable tools and shaped to support the full length of the barrel of the pipe at the exact line and grade.

iii) The cost of providing pipe bedding shall be considered as an incidental part of the work and no specific payment therefor shall be allowed unless an item for pipe bedding is included in the contract.

g) Laying Pipe.

i) Pipe shall not be laid except in the presence of the Engineer, or his representative, and shall not be covered until approved by him. Pipe laying in finished trenches shall proceed upgrade, starting at the outlet end with the spigot end pointing in the direction of flow. Pipe shall be fitted and matched so that a sewer with a smooth, uniform invert is formed.

ii) As the work progresses, the interior of all pipe in place shall be thoroughly cleaned. All earth, trash, rags and other foreign matter shall be removed from the interior of each new sewer line.

iii) Water shall not be allowed to stand or run in the pipe trench at any time during the construction.

iv) The Contractor shall not open up more trench at any one time than his available pumping facilities are able to dewater.

h) Joints. The method of joint construction shall be in accordance with accepted construction methods or according to the pipe manufacturer's specifications and recommendations consistent with the type of pipe joint being used. No joint shall be finished until the next two (2) joints in advance are in place. Joints that are, in the opinion of the Engineer, unacceptable shall be re-made by the Contractor without additional compensation.

i) Connections.

i) Connections shall be made to all existing sewer lines in the vicinity of the work as shown in the contract or as directed by the Engineer.

ii) Connections to existing manholes shall be made by cutting a hole in the wall of the existing manhole, inserting a length of sewer pipe, filling around the pipe with concrete or mortar and troweling the inside and outside surfaces of the joint to a neat finish. The bottom of the manhole shall be shaped to fit the invert of the sewer pipe.

iii) Connections shall be considered as an incidental part of the work and no specific payment therefor shall be allowed, except where new manholes are constructed.

j) Manholes and inlets shall be built in accordance with Section 025310 Manholes.

k) Encasement pipe shall be installed and paid for in accordance with Section 037400 Encasement Pipe at the locations shown in the contract.

l) Tunneling. Pipe trenches may be constructed by tunneling short distances, such as under railroads. It shall be the Contractor's responsibility to ensure that tunneling is done in accordance with OSHA regulations and requirements. Unless tunneling is included in the contract, there shall be no specific payment therefor if the Contractor elects to use such methods.

m) Backfilling.

i) Trenches and excavations not located in a street or alley rights-of-way shall be backfilled with approved natural soil or, when directed by the Engineer or provided in the contract, with crushed stone backfill material. The backfilling operation shall be started immediately after the pipe work has been approved by the Engineer.

ii) The backfill material shall be carefully deposited, equally on both sides of the pipe, in uniform layers not to exceed eight (8) inches in compacted thickness and tamped with proper tools so as not to disturb the pipe. Backfill not under street or alley rights-of-way shall be compacted as directed by the Engineer.

iii) All trenches and excavations in street or alley rights-of-way shall be backfilled with ALDOT #57 crushed stone in accordance with the standard drawing on file in the Department of Planning, Engineering and Permit. The crushed stone backfill shall be compacted in accordance with Section 28. The Engineer may direct that these trenches and excavations be covered with a temporary plant mix bituminous pavement one (1) inch thick. This temporary pavement shall be spread and rolled to accurately conform to the grade of the existing street surface. The Contractor shall be responsible for maintaining this temporary surface in a safe condition until the permanent paving is placed. The temporary surface shall be removed before the permanent pavement is placed as specified in these specifications or as shown in the contract. The cost of this temporary bituminous surface shall be measured and paid for as *Asphalt Binder*, in accordance with Section 029000.13 Asphalt.

iv) All backfilling shall be done in a manner so as not to disturb or injure the pipe or structure over or against which it is being placed. Any pipe or structure injured, damaged, or moved from its proper line or grade during backfilling operations shall be replaced or repaired and then backfilled as specified herein, by the Contractor without additional compensation.

n) Replacing Pavements.

i) Where paved streets, sidewalks, driveways and gutters are removed within the construction limits as specified they shall be replaced in-kind at equal thickness. Sidewalks, driveways, and curb and gutter shall be removed to the nearest joint and replaced. Brick pavements shall be replaced with concrete of equal thickness unless shown otherwise in the contract. Any such pavement removed or damaged by the Contractor beyond the specified construction limits shall be replaced as specified herein by the Contractor without additional compensation. Replacement of such pavement within the construction limits shall be paid for at the respective unit price in the contract for the material used.

ii) Where unpaved street or driveway surfaces are damaged or removed, they shall be replaced with the same type of material. The cost of this work shall be considered as an incidental part of

the work and no specific payment therefor shall be allowed.

iii) For excavations in and replacement of paving in streets and alleys where the pavement is less than five (5) years old, special attention is directed to Section 4-5-133 of the *General City Code*. Unless otherwise specified or required by the contract, all roadway pavement where disturbed, injured, destroyed, or removed by the Contractor or his agent, by street traffic, or otherwise, on account of the construction of the work, directly or indirectly, are to be completely restored by the Contractor in accordance with the standard drawing on file in the Department of Planning, Engineering and Permits.

o) Disposal of Materials.

i) All excavated material not used on the job shall be disposed of in accordance with Section 023150 Excavation and Embankment.

ii) The Contractor shall, without additional compensation, remove all surplus or unused materials from the project site thus leaving the site and adjacent areas in a neat and presentable condition.

p) Restoration of Adjacent Property - Property disturbed by excavation shall be restored as near as possible to its original condition. This shall include ground preparation, placing topsoil, fertilizing the area, seeding, sodding, resetting fences, etc., as specified in the contract or as directed by the Engineer. All work necessary to accomplish this restoration shall be performed, measured, and paid for in accordance with the requirements of the applicable sections of these specifications.

1.4 Method of Measurement.

a) Storm Sewer Pipe. The actual accepted length of storm sewer laid as directed shall be measured in linear feet along the center of the line, complete in place, with no deductions for manholes.

b) Rock excavation shall be measured along the pipe centerline within the specified horizontal limits and vertically to the bottom of the trench or top of rock. Depth of trench shall include the pipe bedding under the pipe.

c) Pipe Bedding. There shall be no measurement for pipe bedding.

d) Replacement Paving. Materials used to replace pavements shall be measured using the following

formula: (Actual LENGTH installed) x (the specified WIDTH of work) x (the specified DEPTH)

e) Manholes shall be measured and paid for in accordance with Section 025310 Manholes.

f) Concrete pavement shall be measured in square yards for the thickness specified in the contract or shown on the detail.

1.5 Basis of Payment.

a). Unit Price Coverage.

i) Sewer Pipe. The accepted length of storm sewer, laid complete, in place, measured as noted above shall be paid for at the respective unit price for the kinds and sizes specified in the contract, including the excavation and backfilling, which shall be payment in full for furnishing, hauling, excavating, preparing the foundation, laying, backfilling, compacting, cleaning up and

for all materials, equipment, tools, labor and incidentals necessary to complete the work.

ii) Rock Excavation-Pipe Trench Only. The accepted number of cubic yards of rock excavation shall be paid for in accordance with Section 023150 Excavation and Embankment.

iii) Pipe Bedding. No separate payment for pipe bedding shall be allowed.

iv) Replacement Paving.

(1) If the material used to replace a pavement is asphalt, the actual number of tons of asphalt binder and/or seal calculated over the area measured as noted above, shall be paid for at the unit price for *Asphalt Binder* and/or *Asphalt Seal Type NS* which shall be payment in full for furnishing all material, labor, tools and equipment necessary to replace the pavement with the specified material.

(2) If the material used to replace a pavement is concrete, the actual number of square yards, of the required thickness, measured as noted above, shall be paid for at the respective unit price which shall be payment in full for furnishing all material, labor, tools and equipment necessary to replace the pavement with the specified material.

END OF SECTION

SECTION 027300 - SANITARY SEWERS

1.1 Description. The work included in these specifications shall consist of furnishing and installing sanitary sewers at the locations and to the established lines and grades shown in the contract or as designated by the Engineer.

1.2 Materials - All materials shall conform to the requirements of the Jefferson County Environmental Services Department's *Standards for Construction of Commercial and Residential Sanitary Sewer Systems*, latest edition.

1.3 Construction Requirements.

a) All construction shall conform to the requirements of the Jefferson County Environmental Services Department's *Standards for Construction of Commercial and Residential Sanitary Sewer Systems*, latest edition.

b) All streets, sidewalks, crossings, fire hydrants, water valves, fire alarm boxes and other similar public utilities shall be kept open or accessible for their intended use unless otherwise approved by the Engineer.

c) Stream, railroad, and highway crossings shall be considered as an incidental part of the work included in the unit prices for the various sizes and depths of sewers unless specific designs are shown in the contract, and unit prices for such crossings are included in the contract.

d) The removal of existing sewers, manholes and other structures as shown in the contract or as directed by the Engineer shall be considered as an incidental part of the work and no specific payment therefor shall be allowed.

1.3 Method of Measurement.

a) Asphalt binder and seal shall be measured in tons. Pay limits shall be as shown on the standard drawing.

b) Connecting risers and house service lines shall be measured in linear feet along the centerline, complete in place.

c) Concrete pavement shall be measured in square yards for the thickness specified in the contract.

d) Concrete pipe collars, as specified in the contract, shall not be paid as a separate item.

e) Concrete encasement or protection, as specified in the contract, shall be paid as *Class B Concrete* per cubic yard as shown on the details.

f) Rock excavation shall be measured along the pipe centerline within the specified horizontal limits and vertically to the bottom of the trench or bottom of rock. Depth of trench shall include the bedding under the pipe.

g) Electronic markers shall be measured per each, complete in place, for payment.

h) Foundation backfill and special stone aggregate backfill shall be measured in cubic yards according to the pay limits shown in the contract.

i) Sanitary manholes shall be measured per each for each depth division specified in the contract (i.e.,

0-6, 6-8, etc.).

- j) Seeding, in-kind or seasonal, shall be measured in square yards over the area actually seeded.
- k) Sewer pipe. The actual accepted length of sanitary sewer pipe laid as directed for each depth division shall be measured in linear feet along the centerline of the pipe, complete in place, with no deductions for manholes, wyes or tees. Depth of sewers shall be measured from the original ground surface to the pipe invert.
- l) Wyes and Tees shall be measured per each, complete in place including stoppers, for payment.

1.4 Basis of Payment

a) Unit Price Coverage.

- i) Clean Up. There shall be no direct payment for clean-up.
- ii) Connecting Risers and House Service Lines. The accepted length of connecting risers and/or house service lines laid complete, in place, and measured as noted above shall be paid for at the unit price for *4" Laterals* per linear foot (lf) with the type of pipe specified in the contract which shall be payment in full for furnishing, hauling, excavating, foundation preparation, laying, backfilling, compacting, clean-up and for all materials, including all fittings required, equipment, tools, labor and incidentals necessary to complete the work.
- iii) Concrete Pipe Collars. The cost of concrete collars shall be included in the cost of the pipe. However, concrete encasement or protection shall be paid as *Class B Concrete* per cubic yard as shown on the details.
- iv) Electronic Markers. The actual number of electronic markers, measured as noted above, shall be paid for at the unit price for electronic markers which shall be payment in full for all materials, tools, labor, equipment and incidentals necessary to complete the work.
- v) Foundation backfill and special stone aggregate backfill shall be paid for as *Crushed Stone Backfill* per cubic yard (cy) which shall be payment in full for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.
- vi) Manholes shall be paid as *Sanitary Manholes (depth)* per each at the depth division specified in the contract (i.e., 0-6, 6-8, etc.). The price bid for manholes shall include the frame and cover, and shall be payment in full for furnishing all material, equipment, tools, labor and incidentals necessary to complete the work. Watertight manhole covers shall be paid as *Watertight Manhole Frame and Cover (Cost Over Standard)* per each.
- vii) Replacement Paving.
 - (1) If the material used to replace a pavement is asphalt, it shall be paid for as *Asphalt Binder* and/or *Asphalt Seal Type NS*, per ton, at the respective unit price which shall be payment in full for furnishing all material, equipment, tools, labor and incidentals necessary to replace the pavement with the specified material. Pay limits shall be as shown on the detail.
 - (2) If the material used to replace a pavement is concrete, the actual number of square yards, at the thickness shown on the detail or otherwise specified, shall be paid for at the respective unit price which shall be payment in full for furnishing all material,

equipment, tools, labor and incidentals necessary to replace the pavement with the specified material. Pay limits shall be as shown on the detail.

viii) *Rock Excavation*. The accepted number of cubic yards of rock excavation shall be paid as *Rock Excavation - Pipe Trench Only* per cubic yard which shall be payment in full for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work. Pay limits shall be as shown on the detail.

ix) *Seeding* shall be paid as *Seeding-In Kind* per square yard or *Seasonal Seeding* per square yard as shown in the contract which shall be payment in full for all materials, tools, labor, equipment and incidentals necessary to complete the work.

x) *Sewer Pipe*. The accepted length of sanitary sewer pipe laid complete in place measured as noted above shall be paid for at the respective unit price for the kinds, sizes and depths specified in the contract including the excavation and backfilling to the depth specified, which shall be payment in full for furnishing, hauling, excavating, foundation preparation, laying, backfilling, compacting, clean-up and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

xi) *Wyes and Tees*. The accepted number of wyes and tees, including stoppers, shall be paid for at the unit price for the kinds and sizes specified in the contract which shall be payment in full for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work. If there is no item in the contract for wyes and tees the cost of furnishing and installing them shall be included in the price bid for sewer pipe.

END OF SECTION

SECTION 027400 - ENCASEMENT PIPE

1.1 Description. The work specified in this section includes furnishing and installing an encasement pipe for sewer pipes. The installation shall include placement of the pipe at the location shown in the contract or as directed by the Engineer, and in conformity with the lines and grades established by the Engineer.

1.2 Materials. Materials furnished for use shall be as specified in the contract.

1.3 Construction Requirements.

a) General.

i) The encasement pipe may be installed by the open trench method, complying with the requirements for excavation, installation and backfilling of Section 027300 Sanitary Sewer, or by an approved jacking, boring or tunneling procedure approved by the Engineer.

ii) The type of pipe joints used shall be at the Contractor's option provided the joint produces a smooth surface on the inside of the pipe suitable for installation of the carrier pipe.

b) Boring, Jacking or Tunneling. The Contractor shall submit to the Engineer details of the procedure proposed to be used along with a description of the equipment available to install the specified encasement pipe. The results of said procedure shall produce a neatly installed encasement pipe without damage to the existing facility and without excessive voids in the earth surrounding the encasement pipe. If there are indications that voids exist around the encasement, the Engineer shall have cause to order, or the contract may so direct, the Contractor to pump, under pressure, a concrete grout to seal the voids. Any damage to the facility caused by the installation operation shall be restored by the Contractor, without additional compensation, to the satisfaction of the Engineer.

c) Seating of Carrier Pipe. Tracks, guides or other types of supports shall be provided, as directed by the Engineer or as shown in the contract, for conveying the carrier pipe through the encasement.

d) End Treatment of Encasement Pipes. Provisions shall be made at the ends of all encasement pipes to prevent water and other foreign matter from entering the encasement. Sealing of the ends may be accomplished by products manufactured for this purpose or may be constructed of rubble masonry or concrete mortar.

1.4 Method of Measurement. The accepted number of linear feet of encasement pipe of the type installation required shall be measured along the encasement pipe centerline.

1.5 Basis of Payment. The accepted number of linear feet of encasement pipe, measured as noted above, shall be paid for at the unit price for the type installation involved, which shall be payment in full for furnishing all materials, labor, equipment, tools, permits, disposal of excess materials and incidentals necessary to complete the work, including, but not limited to, carrier rails and end treatment.

END OF SECTION

SECTION 027750 – RIPRAP

1.1 Description. The work specified in this section includes furnishing and constructing riprap, which shall consist of a protective course of stone, on areas and in conformity with the lines and grades shown in the contract or as designated by the Engineer.

1.2 Materials.

a) Stone.

i) General.

(1) All stone for riprap shall consist of fieldstone or rough, unhewn quarry stone as nearly rectangular in section as is practicable.

(2) At the Engineer's option, control of the gradation of riprap shall be by visual inspection either at the source or at the project site. The Engineer shall have final authority as to the suitability of the material to be used as riprap.

ii) Riprap. Stone for use as riprap shall consist of graded stones ranging from ten (10) to two hundred

(200) pounds with not more than ten percent (10%) weighing over two hundred (200) pounds and at least fifty percent (50%) weighing over eighty (80) pounds and not over ten percent (10%) weighing less than ten (10) pounds (ALDOT Class 2 Riprap).

b) Geotextile Filter Fabric.

i) In general, any geotextile filter fabric approved for use as a geotextile filter by ALDOT may be used on City of Birmingham projects. The Contractor shall submit evidence to the Engineer that ALDOT has approved a material for use as a geotextile filter. Failure to submit such evidence may result in the material being rejected.

ii) The fabric shall be formed in widths of not less than six (6) feet. Sheets of the fabric shall be sewn together at the point of manufacture to form the required fabric widths, if manufactured in widths of less than six (6) feet.

iii) During shipment and storage, the fabric shall remain wrapped in a covering that shall protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140° F, mud, dirt, dust, and other debris.

iv) Securing pins for anchoring filter fabric shall be three-sixteenths (3/16) inch diameter steel bars, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than one and one-half (1½) inches. The length of the pin shall not be less than eighteen (18) inches.

1.3 Construction Requirements.

a) General.

i) All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the contract or as directed by the Engineer. All outer edges and the top of riprap, where the riprap terminates, shall be formed so that the surface of the riprap shall be embedded and even with the surface of the ground and/or slope.

- ii) The bottom course of riprap shall be keyed to the ground by means of a toe trench.
- iii) Riprap shall be placed to a thickness of eighteen (18) inches unless otherwise shown in the contract.

b) Geotextile Fabric Filter Blanket.

i) A geotextile filter fabric blanket shall be placed on the prepared areas before the riprap is placed. The fabric shall be placed with the long dimension parallel to the horizontal dimension of the prepared area, unless otherwise directed by the Engineer. The material shall be laid free of tension, stress, folds, wrinkles, or creases. The strips of material shall be placed to provide a minimum width of thirty-six (36) inches of overlap for each joint. Overlap joints and seams shall be measured as a single layer of cloth. Overlap joints shall be made by placing the upslope strip of fabric over the downslope strip of fabric. Securing pins with washers shall be inserted through both strips of overlapped material at not greater than the following intervals, or at intervals recommended by the manufacturer, along a line through the midpoint of the overlap.

PIN SPACING	SLOPE
2 feet	Steeper than 3H:1V
3 feet	3H:1V to 4H:1V
5 feet	Flatter than 4H:1V

- ii) The fabric shall be turned down and buried two (2) feet at all exterior limits, except where a stone-filled key is provided below ground.
- iii) The fabric shall be rejected if, at the time of installation, it has defects, rips, holes, deterioration, or damage incurred during manufacture, transportation, or storage.
- iv) The Contractor shall, without additional compensation, replace any fabric damaged during its installation or during placement of riprap.
- v) Riprap shall not be dropped on the fabric from a height greater than one (1) foot. Greater drop heights shall be permitted provided the Contractor can demonstrate that the greater drop height shall not result in the riprap puncturing the fabric.

c) Stone Riprap.

- i) Unless otherwise shown by the plan details or directed by the Engineer, stone riprap shall not be placed on slopes steeper than the angle of repose of the riprap material.
- ii) Placement of stones may be placed by methods and equipment approved by the Engineer and suitable for the purpose of placing riprap without damaging any existing facility or construction feature.
- iii) The stones shall be placed in such a manner as to produce a reasonably well-graded mass of rock with the minimum practical percentage of voids. The riprap shall be constructed to the lines,

grades, and thickness shown in the contract or as directed by the Engineer within a tolerance of plus fifteen

(15) inches and minus three (3) inches from the designated finished surface of the riprap.

Riprap shall be placed in its full course thickness in one operation and in such a manner as to avoid displacing the filter fabric.

iv) Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes shall not be permitted. Rearranging of individual stones by mechanical equipment or by hand shall be required to the extent necessary to obtain a reasonably well-graded distribution of stone as specified above.

d) Maintenance. The Contractor shall maintain all riprap until final acceptance of the project and shall replace, without additional compensation, any damaged or lost riprap.

1.4 Method of Measurement. Riprap shall be measured in square yards computed from measurements taken parallel to the surface of the riprap.

1.5 Basis of Payment. The accepted number of square yards of riprap, measured as noted above, shall be paid for at the unit price bid for riprap, which shall be payment in full for furnishing all materials, including filter fabric, equipment, labor, tools, and other incidentals necessary to complete the work.

END OF SECTION

SECTION 029000.13 -SPECIAL CONDITIONS ASPHALT SEAL, ASPHALT BINDER, PRIME AND TACK COAT

1.1 Description. The work specified in this section includes one or more courses of asphalt plant mix constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, thickness, and cross-sections shown by the contract or as directed by the Engineer. This work includes, but is not limited to, new paving, resurfacing, patching, leveling, and widening, as indicated on the typical sections and details or as directed by the Engineer.

1.2 Materials.

- a) Prime and Tack Coat. Bituminous material for prime and tack coats shall conform to the requirements of ALDOT's *Standard Specifications for Highway Construction*.
- b) Aggregates. Coarse and fine aggregates shall conform to the requirements of ALDOT's *Standard Specifications for Highway Construction*.
- c) Reclaimed Asphalt Pavement (RAP)
 - i) The maximum percentage of RAP allowed in asphalt binder and seal shall be the current maximum allowed by ALDOT specifications.
 - ii) Regardless of the ratio of reclaimed asphalt pavement to new material, the mixture delivered to the roadway shall meet the gradation requirements and the asphalt cement required in the job mix formula.
 - iii) The recycled asphalt concrete mixture shall be homogeneous mixture of reclaimed asphalt pavement, new fine and/or coarse aggregate and new bituminous material and/or asphalt rejuvenator.
- d) Mix Composition.
 - i) Asphalt Seal material shall meet ALDOT Specification 424-A Superpave Bituminous Concrete Wearing Surface Layer, 1/2 inch Maximum Aggregate Size Mix, ESAL Range C/D.
 - ii) Asphalt Binder material shall meet ALDOT Specification 424-B Superpave Bituminous Concrete Upper Binder Layer, 1 inch Maximum Aggregate Size Mix, ESAL Range C/D.
 - iii) Asphalt Patching material shall meet ALDOT Specification 424-B Superpave Bituminous Concrete Lower Binder Layer, 1.5 inch Maximum Aggregate Size Mix, ESAL Range C/D.
 - iv) Asphalt Open Graded Friction Course material shall meet ALDOT Specification 420-A Polymer Modified Open Graded Friction Course.
- e) Material Sources. All material sources shall be on the ALDOT List of Qualified Materials, Sources, and Devices.
- f) Job Mix Formula.
 - i) No asphalt plant mix for payment shall be produced until the Engineer has approved a job mix formula. The Contractor shall submit to the Engineer a job mix for each mixture to be supplied from a specific plant. The Contractor shall submit the job mix formula, in writing, to the Engineer at least 15 days prior to the start of paving operations. The job mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve

size, a single percentage of bitumen material to be added to the aggregate, a single percentage of any additive, and a mixing temperature range suitable for the type, grade, etc., of bitumen to be used in the mix. All test data used to develop the job mix formula shall also be submitted.

- ii) All mixes shall be tested to determine if an anti-stripping agent is needed. All mixes shall have a tensile strength ratio (TSR) of at least 0.80 when tested in accordance with AASHTO T 283 as modified by ALDOT-361.
- iii) The amount of anti-stripping agent, when required, shall be 1/4 to 1 percent by weight of the liquid asphalt binder content for liquid agents and 1/2 to 2 percent by weight of the total aggregate for powdered agents.
- iv) All mixtures furnished for use on the project shall conform to the approved job mix formula within the following ranges of tolerances:
 - (1) Liquid asphalt binder content: $\pm 1/2$ percent
 - (2) Air voids: ± 1 percent
 - (3) #4 and larger sieve requirements: ± 7 percent
 - (4) #8 through #100 sieve requirement: ± 4 percent
 - (5) #200 sieve requirement: ± 2 percent
- v) The initial setting of the controls for all materials shall be those amounts shown on the job mix formula. The above tolerances are provided for slight variations inherent in job control applications. The Engineer shall require the Contractor to make changes as necessary in order that the mixture shall run as close as practical to the percentage designated on the job mix formula.
- vi) The job mix formula for each mixture shall be in effect for one year unless the Engineer withdraws approval in writing. Should a change in sources of materials be made, a new job mix formula must be established before the new material is used. If a Contractor has current approval of a job mix from a specific plant, the Contractor may use this mix on more than one City of Birmingham project provided the materials have not changed.
- ix) All testing and engineering needed to develop an acceptable job mix formula shall be considered as an incidental part of the work and no direct payment for this work shall be made to the Contractor. The laboratory and personnel used to develop the job mix formula shall meet the approval of the Engineer.

e) Preparation of Mixtures.

- i) Bitumen. The bituminous material shall be heated in a manner that insures the even heating of the entire mass under efficient and positive control at all times. Any bituminous material which in the opinion of the Engineer has been damaged shall be rejected.
- ii) Aggregate. All aggregates shall be dried so that the moisture content at the time of mixing is less than 1/2 percent by weight. The temperature of the aggregate at the dryer shall not exceed 350°F. The aggregate, immediately after being heated, shall be screened into three or more sizes and conveyed into separate bins, ready for batching and mixing with bituminous material. However, for mixes using aggregate of 1/2 inch maximum size, the number of bins may be reduced to two.

- iii) Mixing.
 - (1) Batch Mixing. The dried mineral aggregate shall be combined in uniform batches by weighing and conveying into the mixer the proportionate amounts of each aggregate required to meet the job mix formula. The mineral components shall be thoroughly mixed. The required quantity of bituminous material for each batch shall be measured by weight or metering device. The bituminous material shall be added and the mixing continued for a period of at least 45 seconds, or longer if necessary, to produce a homogeneous mixture. Each batch must be kept separate through the weighing and mixing operations. The mixture shall be uniform in composition, free from lumps or balls of material containing an excess quantity of asphalt, or from pockets deficient in asphalt.
 - (2) Continuous Mixing. The amounts of aggregate and bituminous material entering the mixer, and the rate of travel through the mixer shall be so coordinated that a uniform mixture of specified gradation and bitumen content will be produced.
- iv) Recycled Mixtures. The temperature of the new aggregate shall be superheated to the point where, when combined with the reclaimed material, the specified discharge or delivery temperature is produced. However, in no case shall the temperature of the new aggregate exceed 600°F.
- v) The plant shall be so designed and operated so that heat transfer shall take place in the mixing unit without damage to or vaporization of the bituminous material. For batch type plants, a minimum dry mixing cycle of 15 seconds shall be required for the new bituminous material.
- f) Sampling and Testing
 - i) The production of the job mix formula shall be the Contractor's responsibility.
 - ii) The Engineer reserves the right to take samples of aggregates from stockpiles and asphalt from storage tanks at the asphalt plant and to make further tests as needed as a basis for continued acceptance of the materials.
 - iii) The Contractor shall submit ALDOT Form BMT-20 for each mix for each day mixes are produced. The Contractor shall have samples of the mixture taken and tested at least once each day, but as many times daily as deemed necessary by the Engineer to assure the specifications are met. The mixture must be maintained uniform throughout the project within the given tolerances. Unless otherwise directed by the Engineer, composition limits (by weights) of the completed mixture shall be based upon the total mineral aggregate remaining after extraction of bitumen. Testing the mix shall be considered as an incidental part of the work and no direct payment for this work shall be made to the Contractor.
 - iv) As directed by the Engineer, the Contractor shall cut or cause samples no smaller than four inches in diameter to be cut with mechanical equipment from the compacted pavement for the purpose of testing the mix for compliance with the specifications. Samples so cut shall be tested by a geotechnical testing laboratory under contract to the Contractor. The Contractor shall immediately repair the sample holes with a similar type of material. Sampling and testing the mix, as well as patching sample holes, shall be considered an incidental part of the work and no direct payment for this work shall be made to the Contractor.

1.3 Construction Requirements

- a) Weather and Temperature. Asphalt plant mix shall be laid only upon an approved underlying course which is dry and only when weather conditions are suitable, as determined by the Engineer. Asphalt paving shall not be placed when the air temperature is below 40°F. The air temperature must be 40°F and rising before the spreading operation will be allowed to start. Spreading operations shall be stopped when the air temperature is below 45°F and falling.
- b) Equipment.
 - i) In general, choice of equipment shall be left to the Contractor. It shall be the Contractor's responsibility to provide proper sized and amounts of equipment that shall produce, deliver to the roadbed, spread, and compact the plant mixed material in sufficient quantities for the continuous movement of the spreader under normal operating conditions.
 - ii) The Contractor shall secure approval from the Engineer of all equipment prior to its use. Any equipment found to be unsatisfactory by the Engineer shall be promptly replaced or supplemented.
 - iii) Trucks used for hauling asphalt plant mix shall have tight, clean, smooth metal beds that have been thinly coated with a minimum amount of paraffin oil, lime solution or other approved material to prevent the mixture from adhering to the beds. The use of gasoline, kerosene or other volatile material is prohibited. Each truck shall be equipped with a cover of canvas or other suitable material of such size as to protect the mixture from adverse conditions. When the air temperature is below 60°F, or hauling time exceeds 30 minutes, or threatening weather exists, no mixture shall leave the plant unless it is covered entirely and the cover securely fastened. Each truck shall have a hole in the side of the body, approximately 5/16 inch in diameter and suitably located to allow for temperature measurement of the asphalt plant mix.
 - iv) Asphalt plant mix pavers or spreaders shall be self-contained and of sufficient size, power and stability to receive, distribute, and strike-off the asphalt plant mix material at rates and widths consistent with the specified typical sections and details.
 - v) Compaction equipment shall be self-propelled and capable of compacting the mixture to the required density throughout the depth of the layer while it is still in a workable condition without damage to the material. The Contractor shall be responsible for the selection of the types and number of rollers to be used.
- c) Preparation of Underlying Surface.
 - i) The Engineer shall approve the underlying surface before the placing of a plant mix application will be allowed.
 - ii) Preparation for Asphalt Resurfacing.
 - (1) The old pavement surface shall be thoroughly cleaned of all foreign or loose material, cold-mix asphalt patches, and broken and improperly bonded asphalt surfaces as directed by the Engineer. Depressions shall be brought to grade with binder and compacted in accordance with these specifications.
 - (2) Existing storm manholes shall be adjusted to grade as directed by the Engineer. Payment shall be made as Storm Manholes Adjusted per each. The Contractor shall contact and coordinate with other utilities any adjustment that is necessary to their appurtenances. The coordination of utility adjustments shall be considered as an incidental part of the work and the cost shall be included in the payment for asphalt

plant mix.

- (3) After the surface has been prepared, a bituminous tack coat shall be applied to the entire surface. Tack coat material shall be applied in an amount directed by the Engineer up to a maximum of 0.1 gallon per square yard. An asphalt distributor shall be provided for use on all accessible areas. Inaccessible areas such as around manholes, etc., may be coated by other approved methods. When applying tack coat, it shall be applied to all contact surfaces of curbs, gutters, manholes and adjacent pavement edges, as directed by the Engineer.
- (4) Adjacent surfaces that are not to be in contact with the mix shall be adequately protected from the tack coat spray. Any surface soiled by tack coat material shall be cleaned and restored to its previous condition without additional compensation. Tack coat shall be spread only far enough in advance to permit the construction to progress consistently, uniformly, and continuously.
- (5) The application of tack coat shall be paid per gallon of material placed as directed by the Engineer.

iii) Preparation for Asphalt Paving on Stone Base.

- (1) Loose material, dust, dirt, caked clay, or any foreign material shall be removed from the surface of the compacted base material.
- (2) A prime coat shall be applied after the Engineer has approved the surface. The application of the prime material shall be by means of a pressure distributor of an approved type. The prime material shall have a temperature of between 80 °F and 150°F and shall be applied at a rate of 0.3 to 0.5 gallon per square yard.
- (3) After the prime coat has been applied, the Contractor shall keep all traffic off the road until, in the opinion of the Engineer, the prime is dry and cured. When directed by the Engineer, the Contractor shall, without additional compensation, spread the minimum necessary amount of approved clean, coarse sand over the primed area to prevent it from breaking up under traffic or to speed curing. No overlying surface shall be placed until the prime coat has been approved by the Engineer. The Contractor shall, without additional compensation, maintain the prime treatment and the surface of the base intact until it is covered by an application of a surfacing material.
- (4) The application of prime coat shall be paid per gallon of material placed as directed by the Engineer.

d) Placement of Asphalt Plant Mix.

- i) The mixture, when delivered to the jobsite, shall be within ± 20 °F of the established delivery temperature but in no case shall the delivery temperature exceed 350 °F. The Engineer shall regulate the temperature of the mixture within these limits according to its workability and the air temperature.
- ii) The mixture shall be spread in a uniform layer of such depth that, when compacted, the surface course shall have the required thickness and shall conform to the grade and surface contour required. Immediately adjacent to curbs, gutter, manholes, etc., the surface mixture shall be spread in a uniform thickness so that after compaction it shall be 1/4 inch above the edges of such structures.
- iii) Spreading operations shall be correlated with plant and hauling equipment so that the

spreading operation, once begun, shall provide an uninterrupted forward movement of the spreaders.

- iv) Areas inaccessible to mechanical spreading equipment shall be spread by hand without additional compensation.
- v) Placing of asphalt plant mix layers shall be as continuous as possible. All joints shall be made in a careful manner so as to provide a smooth, well-bonded and sealed joint meeting the density and surface requirements. Longitudinal joints in the wearing surface shall conform to the edges of proposed traffic lanes insofar as practical. Any necessary longitudinal joints in underlying layers shall be offset so as to be at least six inches from the joint in the next overlying layer. Transverse joints shall be carefully constructed and rollers shall not pass over the unprotected edge of the freshly laid mixture unless laying operations are to be discontinued. Upon resumption of the work a neat joint shall be formed by sawing back vertically into the previously laid material to expose the full depth of the layer. The fresh mixture shall be raked and tamped to provide a well bonded and sealed joint meeting the surface and density requirements.

e) **Compacting.**

- i) As soon as the mixture has been spread and has set sufficiently to prevent undue cracking or shoving, rolling shall begin. A delay in the initial rolling shall not be tolerated. In general, the initial breakdown rolling should be performed by rolling longitudinally, beginning at the sides and proceeding toward the center of the surface. The roller shall not compact within six inches of the edge of the surface where an adjacent lane is to follow while the surface is still hot. When paving abuts a previously placed lane, the longitudinal joint shall be rolled in the first pass. On superelevated curves, rolling shall begin at the low side and progress toward the high side.
- ii) If any displacement occurs during rolling, it shall be corrected at once. To prevent adhesion of surface mixture to the rollers, the wheels shall be kept adequately moistened with water and a non-foaming detergent. However, an excess of water shall not be permitted.
- iii) In places inaccessible to a roller, compaction shall be obtained with hand or mechanical tampers of adequate weight to produce the required density.
- iv) Rolling shall continue until all roller marks are eliminated and the specified density is obtained, unless directed otherwise by the Engineer.
- v) It shall be the Contractor's responsibility to ensure that all asphalt plant mix layers are compacted in accordance with the requirements of the ALDOT's Standard Specifications for Highway Construction. Deficiencies in the density shall be corrected while the mixture is still workable. Areas of deficient density that are not corrected shall be removed and replaced by the Contractor without additional compensation.

1.4 Surface Smoothness.

- a) **Wearing Surface.** The finished surface of the pavement shall not vary more than 1/4 inch from the required section measured at right angles to the pavement centerline. The finished surface of the layer shall not vary more than 1/4 inch from a 15-foot straightedge and not more than 3/8 inch from a taut string 25 feet in length placed parallel to the centerline at points directed by the Engineer. The variance from the designated grade shall not increase or decrease more than 1/2 inch in 100 feet.
- b) **Binder Surface.** The finished surface of the layer shall not vary more than 3/8 inch from the required section measured at right angles to the pavement centerline. The finished surface of the layer shall not

vary more than 1/4 inch from a ten-foot straightedge and not more than 3/8 inch from a taut string 25 feet in length placed parallel to the centerline at points directed by the Engineer.

1.5 Defective or Deficient Areas.

- a) Deficiencies in surface smoothness shall be remedied to the extent practicable by rolling while the material is still workable. Otherwise, the layer shall be removed and replaced as necessary to obtain required smoothness and without additional compensation to the Contractor. Skin-patching of a surface layer to correct low areas, or heating and scraping to correct high areas, shall not be permitted. Overlays of not less than one inch in thickness may be authorized by the Engineer to correct surface smoothness deficiencies provided, however, that this work shall be done without additional compensation to the Contractor.
- b) All areas containing excessive or deficient amounts of bitumen, all areas showing segregation of materials, and all areas un-bonded after rolling shall be removed and replaced without additional compensation to the Contractor.

1.6 Maintenance and Protection. Sections of newly finished work shall be protected from all traffic until they become properly hardened. Maintenance shall include immediate repairs of any defects that may occur on the work. Such repairs shall be repeated as often as necessary to maintain the work in a continuously satisfactory condition. The Contractor shall be responsible for the protection of the work and protection of any traffic passing through or over the worksite. No additional compensation shall be allowed for maintenance and protection of newly finished work.

1.7 Method of Measurement.

- a) The accepted quantity of asphalt binder and asphalt seal used as directed shall be measured in tons of 2000 pounds. The weight measurement shall include all components contained in the mixture.
- b) The accepted quantity of prime and tack coat used as directed shall be measured in gallons.
- c) Deductions in measurement shall be made for all material wasted or lost due to negligence of the Contractor or applied beyond the limits of the work.

1.8 Basis of Payment.

- a) Compensation for asphalt binder and asphalt seal, measured as provided above, shall be made on a tonnage basis. The unit price per ton shall be full compensation for construction of the asphalt plant mix layers, complete in place, as indicated or directed, including all materials, materials testing as indicated in specifications, hauling, spreading, compacting, and incidentals required to complete the work.
- b) Compensation for prime and tack coat, measured as provided above, shall be made on a volume basis. The unit price per gallon shall be full compensation for construction of the prime and tack coat, complete in place, as indicated or directed including all materials, hauling, application, maintenance of surface, and incidentals required to complete the work.

END OF SECTION

SECTION 029200 - SEEDING

1.1 Description. The work specified in this section includes furnishing and delivering grass and/or legume seeds of the kind or mixture specified, furnishing and incorporating fertilizer, mulching, ground preparation, inoculating and sowing seed, raking and rolling of the seed bed areas, protection and care of the seed bed areas after planting, in accordance with these specifications and at the locations as shown in the contract or as specified by the Engineer.

1.2 Materials.

a) General.

i) All seed used shall meet the requirements of these specifications and comply with the Section 26, Title 2, *Code of Alabama 1975*, as amended. Seed shall have been tested within five (5) months prior to use in accordance with *Rules for Seed Testing 2002*, as amended and adopted by the Association of Official Seed Analysts. Each kind of seed for use, either pure or as a part of mixed seeding, shall be separately packed and delivered to the project in standard seed-tight shipping bags, all prominently identified. Each bag shall bear a tag or label certifying as to contents, tests, and analysis. The analysis on any such tag or label shall be subject to verification by random sampling by the Engineer and such samples may be tested by the Alabama Department of Agriculture and Industries to determine the correctness of labeling.

ii) A seed deficient in purity or germination shall be accepted for use, provided the impure and imperfect fraction consists substantially of seeds of plants that can be tolerated and provided the Contractor elects to cover a deficiency in either purity or germination by a proportionate increase in the rate of sowing.

iii) Seed furnished shall be hulled and scarified where indicated by the letter symbols "H" and "S", respectively. All seeds of legumes, as indicated by the letter "N", shall be inoculated just before use with the appropriate commercial inoculant manufactured by a reputable concern. Such material shall be approved by the Engineer and used according to the manufacturer's instructions.

b) Pure Seeding.

i) The table on the following page specifies the quantity, by weight, of the different seeds required when sown alone, their purity, and germination:

COMMON AND SCIENTIFIC (INTERNATIONAL) NAMES	SEED REQUIRED (pounds per acre)	MINIMUM PURITY (%)	MINIMUM % GERMINABLE
Bermuda Grass (Cynodon Dactylon)	30 Unhulled	98	80
Bermuda Grass (Hulled Seed)	20 HS	98	85
Kentucky 31 Fescue (Festuca Elatior Var Arundinacea)	30	98	85

Lovegrass (Weeping) (Eragrostis Curvula)	5	97	80
Sericea Lespedeza (Lespedeza Cuneata)	50 HS	98	85
Annual Lespedeza (Lesp.Striata Var Kobe)	60 HN	95	80
Reseeding Crimson Clover (Trifolium Incarnatum) (Certified of Affidavit Grown)	30 HN	99	85

ii) Pure Seeding Planting Schedule. In general, pure seeding of construction areas shall be allowed only in residential areas or other areas designated by the Engineer where it is necessary to match a particular species of grass. The following planting schedule shall serve as a guide:

FROM	TO	SEED
November 15	February 15	None
February 15	April 1	Kentucky 31 Fescue
April 1	July 15	Common Bermuda, Centipede
July 15	September 1	None
September 1	November 15	Kentucky 31 Fescue

iii) Unhulled Bermuda may be planted with Kentucky 31 Fescue, at the same rate as the fescue, if planted in the fall.

iv) Pure seeding shall be paid as *Seeding - In-Kind*.

c) Seed Mixtures.

i) In general, the following mixtures shall be used in areas where the establishment of lawn type grasses is not economically feasible or practical. The seed mixtures listed on the following page shall serve as a guide. The Engineer reserves the right to make adjustments as necessary.

SHOULDERS, MEDIANS AND RELATIVELY FLAT AREAS (pounds per acre)				
ALDOT Planting Zone	1			
ALDOT Mix Number	1A		1B	
Planting Dates	March 1 until May 15	May 16 until August 1	March 1 until May 15	Sept. 1 until Nov. 15
Hulled Bermuda Grass	15	20	10	-

Unhulled Bermuda Grass	10	-	10	-
Tall Fescue	-	-	50	50
Annual Lespedeza	-	30	-	-
Reseed Crimson Clover	-	-	30	-
Required Permanent Plant	Common Bermuda Grass	Common Bermuda Grass	Tall Fescue	Tall Fescue

BACKSLOPES, FILL SLOPES AND AREAS NOT SUBJECT TO FREQUENT MOWING (pounds per acre)		
ALDOT Planting Zone	1	
ALDOT Mix Number	1D	
Planting Dates	March 1 until July 31	August 1 until Nov. 15
Tall Fescue	-	30
Weeping Lovegrass	4	
Sericea Lespedeza	50	75
Required Permanent Plant	Sericea	Sericea Lespedeza

ii) Seed mixtures shall be paid as *Seeding - Seasonal*.

d) Temporary Seeding.

i) Ryegrass may be planted as a temporary ground cover from August 1st to January 15th. The rate of seeding shall be twenty-five (25) pounds per acre.

ii) Temporary seeding shall be paid as *Seeding - Temporary*.

1.3 Construction Requirements.

a) General.

i) Seeding operations shall be performed as provided herein and/or as shown in the contract and at times and seasons stated herein, for the seeding involved.

ii) In general, the contract shall include sufficient appropriate seeding or seeding mixes to enable the Engineer to designate effective mixes for the season in which the earthwork or the project as a whole is otherwise completed. Since quantities are subject to wide variation, properly balanced unit prices shall be expected. No price adjustments due to such fluctuation in quantities shall be considered.

iii) The seasonal limitations tabulated in the schedules listed in Section 1.2 are specified for the area as a whole. During the early or late parts of the season, planting conditions may be favorable in a part of the area and not in the whole area. When, during any part of the specified season, weather or ground conditions are such that satisfactory results are not likely to be obtained, the Engineer shall not permit the work to proceed.

b) Inspection.

i) The Contractor shall notify the Engineer at least twenty-four (24) hours in advance of the time he intends to start inoculating and mixing seed, or begin sowing seed, and shall not proceed with such work until the Engineer gives permission to do so.

ii) All ground preparation, incorporation of fertilizer, inoculation of legume seed, seed mixing, and other work preparatory to seeding as well as the sowing, covering and rolling of seed shall be done in the presence of the Engineer.

c) Conditioning of the Area to be seeded. Before sowing any seed upon any area, all shaping and dressing of such areas shall have been completed unless otherwise directed by the Engineer.

d) Ground Preparation and Fertilizer. All ground preparation and fertilizing shall be done in accordance with Section 37 and the following:

i) The seed bed for all seeding shall be fertilized initially with fifteen hundred (1500) pounds of grade 8-8-8 fertilizer per acre or a sufficient quantity of any other acceptable grade or grades of commercial fertilizer that shall provide at least one hundred-twenty (120) pounds of nitrogen, one hundred-twenty (120) pounds of P₂O₅ and one hundred-twenty (120) pounds of K₂O per acre, as computed from the nominal contents of fertilizer elements. After the grass has shown growth and while the soil surface is moist, a second application of fertilizer shall be a top dressing of sodium nitrate, ammonium sulphate, ammonium nitrate, or other approved nitrogen fertilizer uniformly applied at a rate to provide at least sixty-seven (67) pounds of nitrogen per acre.

e) Mixing Seed. Following inoculation, seeds provided for the mix being used shall be mixed until uniform on detail using methods and equipment approved by the Engineer.

f) Sowing.

i) Sowing shall be done uniformly at the provided rate by approved mechanical seeders. Hand operated sowers, in sufficient number, shall be considered mechanical seeders. No sowing shall be done during windy weather, when the prepared surface is crusty, or when the ground is frozen, wet, or otherwise in a non-tillable condition.

ii) Immediately after sowing, the seeded area shall be harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil one-quarter (1/4) inch in depth or as directed by the Engineer, depending on the seed types. Care shall be exercised during covering operations to preserve the lines, grades, and cross-sections of the seeded areas and to see that areas adjacent to pavements, walks, etc., are not left higher than the paved surface.

iii) After the seed has been properly covered, the seedbed shall be compacted immediately by means of a cultipacker, light roller or approved drag. The Engineer shall determine the required weight of the roller or drag according to the type and physical condition of the soil.

g) Maintenance.

i) It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass until final acceptance of the project. A satisfactory stand of grass shall be defined as a cover of living grass (limited to the species of seed that are expected to germinate in the current season) in which gaps larger than ten (10) square inches do not occur. If a satisfactory stand of grass is not established in an area, the Contractor shall, without additional compensation, reseed the area.

ii) Seeded areas shall be mowed, as directed by the Engineer, when weeds or other undesirable vegetation threaten to smother the planted species.

iii) Watering of the seeded areas, when ordered by the Engineer, shall be applied by the Contractor in the form of a spray or sprinkle having no erosive force. There shall be no additional compensation for this work unless an item for watering is included in the contract.

iv) When seeding containing seed expected to lie dormant for a long period of time or seed characteristically slow in development are properly sowed and maintained as specified herein, the Contractor shall be relieved of further maintenance of the seeded areas when all other work of the contract is ready for acceptance.

v) Damage by either pedestrian or vehicular traffic, or by negligence on the part of the Contractor, shall be re-seeded by the Contractor without additional compensation.

1.4 Method of Measurement. The completed and accepted seeding shall be measured in square yards parallel to the seeded surface.

1.5 Basis of Payment. Completed and accepted seeding shall be paid for at the unit price per square yard for *Seeding*, either *In-Kind*, *Seasonal* or *Temporary* as specified in the contract, which shall be payment in full for all ground preparation, fertilizing, soil tests, furnishing and preparing all fertilizers, seeds and inoculants, including water needed in mixing, furnishing mulching, planting and maintaining (including mowing) of the seeded areas until final acceptance, and for all materials, equipment, tools, and labor necessary to complete the work, and for any of the foregoing material, operation, etc., necessary and incidental to seeding as previously provided.

END OF SECTION

**ADDENDUM NO. 1
ONE PRATT PARK DEVELOPMENT
MASS GRADING AND STORMWATER INFRASTRUCTURE PROJECT**

RECEIVED:
2:00 p.m.
3/17/2017
Room 220 City Hall

**DEPARTMENT OF PLANNING
ENGINEERING & PERMITS
ANDRE V. BITTAS, DIRECTOR
FRED HAWKINS, PE, CITY ENGINEER**

THIS ADDENDUM IS DIRECTED TO ALL PRIME BIDDERS, AND ALL OTHERS TO WHOM DRAWINGS AND SPECIFICATIONS HAVE BEEN ISSUED.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING CONDITIONS TAKE PRECEDENCE OVER ANY CONFLICTING CONDITIONS IN THE DRAWINGS AND SPECIFICATIONS. THE DRAWINGS AND SPECIFICATIONS ARE HEREBY AMENDED IN THE FOLLOWING PARTICULARS.

GENERAL

1. PTK Number has changed to 143341
2. Form of proposal attached
3. Updated notice to contractors attached
4. 12" of topsoil will be stockpiled and stabilized for future project, location map attached
5. Specification sections have been replaced by city standard specifications for unit price bidding
6. Updated sheets 1.0, 1.1, 2.0, 2.1, 2.2, and 3.0

END OF ADDENDUM NO. 1

**ADDENDUM NO. 2
ONE PRATT PARK DEVELOPMENT
MASS GRADING AND STORMWATER INFRASTRUCTURE PROJECT**

RECEIVED:
2:00 p.m.
3/17/2017
Room 220 City Hall

**DEPARTMENT OF PLANNING
ENGINEERING & PERMITS
ANDRE V. BITTAS, DIRECTOR
FRED HAWKINS, PE, CITY ENGINEER**

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GENERAL

1. **Questions and Clarifications:**

Clarification: No further questions will be received after 3:00 p.m. on Tuesday, March 14.

Clarification: Clearing and grubbing will primarily be done by the time contractor is on-site. All existing trees and debris will be removed prior to construction activities. Site will be mown prior to construction activities.

Question: Who is responsible for existing utility pole relocation?

Response: Utility company will be responsible. City will initiate request.

Question: Is there any work to existing parking shown?

Response: The parking area shown on the drawings is outside the scope of work area. This area should not be utilized or disturbed by any construction activities. Construction limit of work will be to edge of ex. paving along Lacey and Lafayette Street, back of curb along Dugan Ave. and Hibernian Street, back of curb at Library parking, and 5' from face of building at Library.

Question: The Erosion Control section of the specifications states that the Contractor shall provide all permits not limited to ADEM's NOR and NPDES Permit. During the Pre-

Bid meeting, it was discussed that the City of Birmingham would handle that permit. For bidding purposes, how will this be handled? Who will be responsible for the QCI inspections after the qualify rain events or 30 days?

Response: The City will pay for and acquire the ADEM NPDES Permit. Prior to the beginning of construction, the contractor shall coordinate the transfer of the ADEM NPDES permit from the City's name to the Contractor's name. All transfer expenses shall be the burden of the contractor and shall be at no additional cost to the owner.

Question: The Excavation and Embankment section of the specifications states that the Owner will secure the services of a geotechnical testing laboratory. During the Pre-Bid meeting, it was discussed that the Contractor would be responsible for this item. For bidding purposes who will handle the geotechnical testing laboratory?

Response: Contractor will handle geotech for this portion of the project.

Question: The Addendum No. 1 drawing revision added (2) sections of 20 LF of 8" DI Class 350 pipe for Sanitary Sewer. Will a video pipe inspection be required for each of these runs after the new pipe is installed? Will Jefferson Co. Environmental Services be approving this work?

Response: Yes, Jefferson County Environmental Services will approve all sanitary sewer work. The unit price for the sanitary sewer pipe shall be payment in full for furnishing, hauling, excavating, foundation preparation, laying, backfilling, compacting, clean-up and for all materials, equipment, tools, labor and incidentals necessary to complete the work. A video pipe inspection will be required for between upstream and downstream manholes for the affected sanitary sewer lines.

Question: Could you provide the anticipated depth of topsoil stripping and stockpile? Will additional erosion control measures be required around the stockpiled topsoil? Once the topsoil is stripped and stockpiled on the adjacent property is there enough on-site material to achieve the proposed grades?

Response: Reference Site Grading Notes #9 regarding topsoil stripping and stockpiling. Contractor is to leave site 12" below the finished grades shown. Lower the top elevations of Inlets #1, 10, 11 and 13 by 12" so the site can drain.

Question: Will BCIA Forms A and D be required to be submitted with the proposal?

Response: Yes.

END OF ADDENDUM NO. 2

**ADDENDUM NO. 3
ONE PRATT PARK DEVELOPMENT
MASS GRADING AND STORMWATER INFRASTRUCTURE PROJECT**

RECEIVED:
2:00 p.m.
3/17/2017
Room 220 City Hall

**DEPARTMENT OF PLANNING
ENGINEERING & PERMITS
ANDRE V. BITTAS, DIRECTOR
FRED HAWKINS, PE, CITY ENGINEER**

THIS ADDENDUM IS DIRECTED TO ALL PRIME BIDDERS, AND ALL OTHERS TO WHOM DRAWINGS AND SPECIFICATIONS HAVE BEEN ISSUED.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING CONDITIONS TAKE PRECEDENCE OVER ANY CONFLICTING CONDITIONS IN THE DRAWINGS AND SPECIFICATIONS. THE DRAWINGS AND SPECIFICATIONS ARE HEREBY AMENDED IN THE FOLLOWING PARTICULARS.

GENERAL

1. Geotech report is attached

END OF ADDENDUM NO. 3

**ADDENDUM NO. 4
ONE PRATT PARK DEVELOPMENT
MASS GRADING AND STORMWATER INFRASTRUCTURE PROJECT**

RECEIVED:
2:00 p.m.
3/17/2017
Room 220 City Hall

**DEPARTMENT OF PLANNING
ENGINEERING & PERMITS
ANDRE V. BITTAS, DIRECTOR
FRED HAWKINS, PE, CITY ENGINEER**

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GENERAL

1. Questions and Clarifications:

Clarification: Stockpiled topsoil shall be used to establish the final finished grades. Contractor is to remove all excess soil material from the project site. No stockpiling will be permitted at the end of the project.

Question: Undercutting will be required in the vicinity of borings B-02, B-02, B-08, and B-09 to remove the poorly compacted existing fill material. How will this be handled?

Response: A quantity of 1075 for Engineered Fill (CY) has been added to the Form of Proposal to include 3 feet of undercut Between B-08 and B-09 and 2 feet of undercut between B-02 and B-03.

Question: Because of past use of the site, buried structures could be encountered such as foundations, utility lines, septic tanks, etc. If encountered, they should be removed and backfilled in accordance with requirements outlined in the Structural Fill section of this report. How will this be handled?

Response: All excavation encountered will be paid for as unclassified.

Question: Are we required to have a construction fence around the site? The "Notice to

Contractors" says something about it but I do not see any on the plans.

Response: No construction fence is required. However, per the specifications, it is the contractor's responsibility to secure the site as needed.

2. Form of Proposal attached.
 - a. Borrow added for fill of undercut areas
 - b. Unsuitable soil removal added for undercutting and haul off

END OF ADDENDUM NO. 4

NOTICE TO CONTRACTORS

Sealed bids for **One Pratt Greenspace Mass Grading and Stormwater Infrastructure Project**, Project Number **143341**, will be received by the City Engineer in Room 220, City Hall, Birmingham, Alabama until 2 o'clock p.m., **03/17/2017**, at which time and place they will be publicly opened and read in the Room 220 Conference Room, City Hall, Birmingham, Alabama.

The work will consist of the following:

- Installation of storm trunkline and connection to existing storm line.
- Installation of construction fencing and erosion control devices.
- Strip and stockpile topsoil.
- Mass grading of approximately 7 acres and stabilization of disturbed areas.

Bid documents are open to public inspection at the Department of Planning, Engineering and Permits—Engineering Division, Room 220 City Hall, 710 20th Street, North Birmingham, AL 35203.

Bid documents may be viewed and purchased through the City of Birmingham online plans room site at BirminghamBids.ALGraphics.com, under project name **“One Pratt Greenspace Mass Grading and Stormwater Infrastructure Project”**. Any cost for reproduction shall be the responsibility of bidders.

Prospective bidders are advised to check their source of bid documents frequently for any addenda to the bid documents. It is the bidder's responsibility to bid on the correct set of bid documents.

Bids shall be accompanied by a cashier's check drawn on an Alabama bank, or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, in an amount equal to 5% of the bid (subject to maximum of \$10,000) and payable to the City of Birmingham. Bid bonds of the three (3) lowest bidders will be held for a period of ninety (90) days unless bidders agree, in writing, to a longer period of time. No bid may be withdrawn after the scheduled closing time for the receipt of the bids for a period of ninety (90) days.

Only Contractors licensed as General Contractors required by Chapter 8 of Title 34, Sections 1-9, Code of Alabama 1975, as may be amended, are eligible to be awarded the contract. Interested Contractors who desire to submit a bid proposal do not have to hold such licensing at the time of the submission of their bids, but the successful Contractor must obtain such license prior to contract award.

Bids shall be submitted in a sealed envelope marked **“SEALED BID – One Pratt Mass Grading and Stormwater Infrastructure– PTK# 143341** Contractors shall write on the outside of the sealed bid envelope his or her general contractor's license number and the name of the company submitting the bid.

The sealed bid envelope shall contain the following documents: (1) a copy of the general contractor's license, (2) bid bond, (3) the Form of Proposal, (4) the Authorization to Execute form

5) MBE/DBE Form A and D and 6) any other document(s) required by special conditions. The Construction Certification form should be included with the bid proposal; however, if it is not included it must be submitted, with the proper signatures affixed, prior to the execution of the contract.

Special attention is called to the applicability of the Birmingham Plan-Construction Industry Program to this project. Under this Program the utilization of Minority Business Enterprises and Disadvantaged Business Enterprises ("MBE/DBE") is encouraged on a voluntary basis. The Construction Industry Authority establishes a system of floating MBE/DBE goals which may differ from year to year and project to project. Overall, these goals shall not be less than the historical participation of MBE/DBE's in construction projects of the City and its agencies. Additional information about this Program may be obtained from the Executive Director, Birmingham Construction Industry Authority at 3600-4th Avenue, South, Birmingham, AL, 35233; telephone (205) 324-6202. For federally funded contracts, the provisions of the President's Executive Order 11246 and federal agency regulations requiring affirmative action to achieve employment and utilization of minority persons and businesses, and the Davis-Bacon Act provisions are applicable.

As a matter of public policy, the City of Birmingham agrees to make opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's) such as architectural firms, engineering firms, investment banking firms, other professional consultant services providers, and construction contractors as part of business, economic and community revitalization programs.

No pre-qualification of bidders will be conducted prior to receiving bids.

Davis Bacon Wage Requirements will apply

A pre-bid conference will be held in the Department of Planning, Engineering and Permits, Conference Room 215, City Hall, Birmingham, Alabama on **03/08/2017 at 3 o'clock p.m.** The pre-bid conference will acquaint potential bidders with various aspects of the project. Attendance at the pre-bid conference is recommended but not required.

It is the bidder's responsibility to make sure that his bid is in the possession of the City Engineer on or before **2:00 p.m., 03/17/2017**. Bids received after this time will not be considered.

The City of Birmingham reserves the right to reject any or all bids and to waive informalities.

Fred T. Hawkins, PE, City Engineer
Christopher Nicholson, Project Manager

NEWSPAPERS

Birmingham News (3 time), Huntsville Times, Montgomery Advertiser

ADVERTISEMENT DATES

03/03/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2017

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

INSURED
Tortorigi Construction Inc.
3801 Mary Taylor Road
Birmingham, AL 35235

RECEIVED
APR 25 2017
COST ENGINEERING

CONTACT NAME: Tonya Johnson

PHONE (A/C, No, Ext): 800-476-2211

FAX (A/C, No):

E-MAIL ADDRESS: tjohnson@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Charter Oak Fire Insurance Company

INSURER B: Travelers Property Casualty Co of Amer

INSURER C: ACE American Insurance Company

22687

INSURER D: ALACOMP

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: TVHAA3FS

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		C07G782321COF17	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		8105F129304TIL17	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$1000 ded Coll. \$1000 ded EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	001-2017-19837-000 WC-100-8156000-2017A HDOG27862019	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

RE: One Pratt Park Development Mass Grading & Stormwater Infrastructure Project

The City of Birmingham, it's officers, agents and employees are named as Additional Insureds with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Birmingham
Dept of Planning Engineering & Permits
710 N 20th Street
Room 220 City Hall
Birmingham, AL 35203

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

