



PROJECT MANUAL

For

SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT

**Shelby County
June 10, 2024**

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
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[illegible]

STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed bids will be received at the office of the Chief Financial Officer, Shelby County at 200 West College St. Room 125, Columbiana, AL 35051 for the Shelby County Landfill Scale House Water Main Project until June 27, 2024 at 2:00 p.m. and at that time publicly opened.

Plans and specifications will be available at the Shelby County Facilities & General Services Office, 280 McDow Road Columbiana, AL 35051 after 12:00 noon on Monday, June 10, 2024.

Fee is \$100.00 which includes the cost of plans and specifications when picked up at the above office. No refunds will be made. Electronic copies of bid documents may be obtained by email at no charge. To obtain electronic copies, send request to rlecroy@shelbyal.com.

Please contact Gina LeCroy at rlecroy@shelbyal.com with any questions regarding this project.

June 9
June 16
June 23

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INVITATION TO BID**

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INVITATION TO BID

Project: Shelby County Landfill Scale House Water Main Project

Owner: Shelby County Commission

Sealed bids will be received from bidders, opened, and publicly read by the Shelby County Commission for the **SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT at the Office of the Chief Financial Officer, Shelby County, located at 200 College Street Room 125, Columbiana, Alabama, 35051. The owner will receive Bids until 2:00 p.m. on June 27, 2024.**

The owner requires the Project to be complete within **30** working days from date indicated on the notice to proceed.

All interested bidders may obtain copies of the Construction Documents upon receipt of a \$100.00 non-refundable payment. Checks should be made payable to the Shelby County Commission. Interested bidders may obtain Bid Documents from the Shelby County Facilities & General Services Department at 280 McDow Road, Columbiana, Alabama 35051 and contact Gina LeCroy at 205-670-6461 or at rlcroy@shelbyal.com regarding any questions. To obtain electronic copies, send request to rlcroy@shelbyal.com.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price.

Refer to other bidding requirements described in Document 00201 – Instructions to Bidders

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of sixty (60) days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Sections 34-8-1 to 34-8-24, inclusive, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore will not consider any bid unless the bidder produces evidence that he is licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INVITATION TO BID**

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The attention of non-resident bidders is called to the provisions of Alabama Law, Section 39-3-5, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over non-resident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor, and to the requirements that the bid documents tendered by any non-resident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such non-resident contractor's state of domicile as to the preference, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

REQUIREMENTS FOR BIDDERS

Bidding contractor will be required to provide evidence of E-Verify documentation and Section 84 business license.

IMMIGRATION LAW

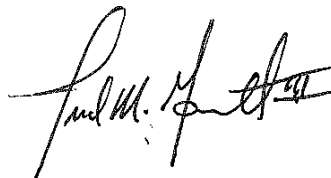
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OPEN TRADE

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please provide your bid response in triplicate, one original and two copies.

The Owner reserves the right to accept or reject any or all Bids.



Fred M. Gauntt, III, PE
Chief Facilities Management Officer
Shelby County, Alabama

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

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1.01 SECURITY DOCUMENTS

Approved bidders may obtain Bid Documents from the Department of Facilities and General Services office located at 280 McDow Road, Columbiana, AL 35051. Electronic copies of bid documents may be obtained at no cost by sending a request to rlcroy@shelbyal.com.

1.02 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
 4. Telegraphic bid or telegraphic modification of bid will not be considered.
 5. Bids received after the time specified for receiving them will not be considered.
 6. Late bids will be returned to the sender unopened.
 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
 9. It is the sole responsibility of the bidder to see that his bid is received on time.

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

Section 00201 - Page 2 of 7

1.03 BONDS

A. BID BONDS

1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract Amount or \$10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
2. All Bid Bonds shall be on standard AIA forms.
3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.
2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

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1.04 PRIOR TO BID

A. Examination of Drawings, Project Manual and Site of Work:

1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Bid Documents, and visit the site of the Work.**
2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Bid Documents.
3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.

B. Interpretation of Bid Documents Prior to Bidding

1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Bid Documents, or finds discrepancies in or omissions from any part of the proposed Bid Documents, he may **submit to the Owner a written request** via email to rlecroy@shelbyal.com for interpretation thereof not later than three days before Bids are specified to be received.
 - a) The person submitting the request shall be responsible for its prompt delivery.
 - b) Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon.**
 - c) The Owner will not be responsible for any other explanations or interpretations of the proposed Bid Documents.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

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1.05 BIDS

A. Withdrawal of Bids

1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for opening bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

1. **The Contract, if awarded will be awarded to the responsive low Bidder who proposes the lowest Contract Sum on the basis of the Base Bid plus approved alternates**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project within 24 hours of bid time.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

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1.06 EXECUTION OF AGREEMENT

- A. Public Works Contract.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.
- C. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.
- D. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.07 CONTRACT TIMES

- A. Notice to Proceed will be issued after the contract is executed. Contractor agrees that the work will be substantially complete within 30 working days after Notice to Proceed.
- B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, and whether contemplated or not,

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
INSTRUCTIONS TO BIDDERS**

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and whether or not arising by active interference by the Owner and his agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

- C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time.

D. **Time Extension for Unusually Severe Weather:**

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

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INSTRUCTIONS TO BIDDERS**

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1.08 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$500.00 per day shall be applied as damages and not as a penalty.

1.09 COORDINATION

It is the responsibility of the Contractor to schedule and coordinate any required testing.

END OF SECTION 00100

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
BID REQUIREMENTS**

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INSURANCE REQUIREMENTS:

The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days Notice of Cancellation**. Required insurance shall not be written for less than the following limits, or greater if required by law. Additional named insured shall be the Shelby County Commission, its officers, agents, and employees, successors or assigns.

Contractor's Liability Insurance:

1. Worker's Compensation
 - a. State Statutory
 - b. Applicable Federal.....
Statutory
 - c. Employer's
Liability.....\$500,000
 - d. Benefits required by Union laboras
applicable
 - e. Voluntary Compensation \$100,000
 - f. Broad Form all States Endorsement

2. Comprehensive General Liability (including Premises - Operations;
Independent Contractor's Protective; Products and Completed
Operations; Broad Form Property Damage; Contractual Liability;
Personal Injury; all as combined single limits):
 - a. Bodily Injury/Property Damage, each occurrence
.....\$1,000,000
 - b. Products/Completed Operations annual
aggregate.....\$1,000,000

Products and Completed Operations Insurance shall be maintained
for 3 years after the work has been completed; Property Damage
liability insurance will provide X, C, or U coverage as applicable;
Fellow employee Suits to be included.

3. Comprehensive Automobile Liability (owner, non-owned, hired):
Combined single limits for bodily injury and property damage:
 - a. Bodily Injury/Property Damage, each occurrence.....
\$1,000,000

Indemnity:

The Contractor shall assume all liability for and shall indemnify and save harmless the Shelby County Commission, its officers, agents, and employees, and their successors and assigns, and their consultants and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
BID REQUIREMENTS**

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indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract. The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work".

NOTICE OF COMPLETION:

The CONTRACTOR immediately after the completion of the contract shall give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

END OF BID REQUIREMENTS

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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Bids shall be submitted in triplicate.

DATE June 27, 2024
2:00 p.m. Local Time

Mr. Chad Scroggins
Shelby County Commission
200 West College Street
Columbiana, AL 35051

Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Bid Documents relating to the construction of:

Shelby County Landfill Scale House Water Main Project - Shelby County, Alabama

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Bid Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Bid Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Bid Documents, for the following sum of money:

Base Bid - _____

2. I understand that the Owner reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages as specified.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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4. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Bid Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.
5. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 6 below.
6. The names of all persons interested in foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

Section 00300 - Page 3 of 4

Bids shall be submitted in triplicate.

NAME OF FIRM:			
ADDRESS:			
LICENSE #		Date of License:	
CLASSIFICATION:		Monetary Limit:	
SIGNED BY:		TITLE:	
PRINTED NAME:			

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid lump sum. The Bidder agrees to perform all necessary work described in the **BID DOCUMENTS** for the following **LUMP SUM BID**. (The bid schedule shall be used for information purposes only and NOT for payment. The project shall be bid and performed lump sum as shown on the project plans and specifications.)

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as Principals is or are as herein named and that no other person than herein named has any interest in this Proposal or Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, and without collusion or fraud.

Sworn to and Subscribed before me

This the _____ day of _____, 2024.

Notary Public

My Commission Expires _____

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROPOSAL FORM AND SAMPLE BID BOND**

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BID SCHEDULE

12" SR 70 extension

Watermain Extension	Quantity	Unit	Unit Price	Cost
Mobilization	1	EA		
12"x12" tap	1	EA		
12" HDPE	3300	LF		
12" Gate Valve	4	EA		
12" 45 deg. Bend	1	EA		
12" 22.5 deg. Bend	2	EA		
12" 11.25 Deg. Bend	2	EA		
12"x6" Tee	5	EA		
Tracer Wire	3300	LF		
Air/Vac Release Valve	3	EA		
6-ft diameter Manhole	3	EA		
6" DIP	40	LF		
6" Gate Valve	4	EA		
6" Hydrant	4	EA		
T.Blocks	10	EA		
Permanent Seeding/Mulching	1	AC		
Testing	1	EA		
Total				

6" watermain to scalehouse

Watermain Extension				
6" HDPE	2100	EA		
Tracer Wire	2100	LF		
6" Gate Valve	2	EA		
6" Backflow	1	EA		
6" Meter	1	EA		
Meter Vault	1	EA		
6" Tee	1	EA		
6" Hydrant	1	LF		
6" DIP	10	LF		
Air/Vac Release Valve	2	EA		
6-ft diameter Manhole	2	EA		
T.Blocks	10	EA		
Testing	1	EA		
Total				

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT SUMMARY**

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Part 1 – General

1.1 SECTION INCLUDES

- A. Summary of the Work
- B. General Requirements
- C. Special Project Procedures

1.2 SUMMARY OF THE WORK

1.3 GENERAL REQUIREMENTS

- A. *Manufacturers Qualifications:* The manufacturers of all materials and equipment used must be reputable and regularly engaged in the manufacture of the particular material or equipment for the use and service to which it will be subjected.
- B. *OWNER shall pay for all laboratory inspection services:* All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards.
- C. *Compliance with state and local laws:* Comply with all applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws or regulations.
- D. *Protection of public and private property:* Take special care in working areas to protect public and private property. The CONTRACTOR shall replace or repair at his own expense any damaged water pipes, power and communication lines, or other public utilities, roads, curbs, gutters, sidewalks, fences, drain pipes, sewer drainage ditches, all properties and fixtures (both permanent and temporary) and all plantings, including grass or sod on the site of the work. Leave the site in original or better condition after all cleanup work has been done.
- E. *Markers:* Preserve all USGS, State of Alabama, and private markers; do not remove or disturb any such markers without prior approval from the OWNER. Any removal and replacement of such markers shall be at the expense of the CONTRACTOR.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT SUMMARY**

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- F. *Pavement repair and/or replacement:* Whenever pipe trenches are cut across or along existing roadway, pavement or shoulders, backfill same and restore traffic over the cuts as quickly as possible. Add material and otherwise maintain such surface until the permanent pavement is restored (by the Contractor) or until the entire project is accepted.
- G. *Approved chemicals:* All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, fertilizer or of other classification, must show approval of either EPA or USDA. The use of all such chemicals and the disposal of residues shall be in strict conformance with instructions.
- H. *Catalog data for OWNERS:* Provide duplicate complete, bound sets of a compilation of catalog data of each manufactured item of mechanical and electrical equipment used in the work, and present this compilation to the ENGINEER for transmittal to the OWNER before payment of more than ninety percent (90%) is made. Include descriptive data and printed installation, operating, and maintenance instructions (including a parts list for each item of equipment). Provide a complete double index as follows:
 - a. Listing the products alphabetically by name.
 - b. Listing alphabetically the names of manufacturers whose products have been incorporated in the work, together with their addresses and the names and addresses of the local sales representative.
- I. *Drawings of Record:* the OWNER prior to approval of pay requests will review the record drawings. Up-to-date record drawings are a precedent to monthly payments to the CONTRACTOR. The CONTRACTOR shall provide and keep up-to-date a complete record set of blue line prints, which shall be corrected daily to show every change, and the approved shop drawings. Keep this set of prints at the job site and use only as a record set. This shall not be construed as authorization for the CONTRACTOR to make changes in the approved layout without definite instructions in each case. Submit the set to the ENGINEER upon completion of the project.
- J. *Preservation of Existing Vegetation:* Take reasonable care during construction to avoid damage to vegetation. Where the area to be excavated is occupied by trees, brush, or other uncultivated vegetable growth, clear such growth from the area, and dispose of it in a satisfactory manner. Leave undisturbed any trees, cultivated shrubs, flowers, etc., situated within public rights-of-way and/or easements through private property but not located directly within excavation limits.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT SUMMARY**

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“Neither OWNER nor ENGINEER makes any warranties or representations about any subsurface conditions that may be encountered within the Scope of Work. The CONTRACTOR shall satisfy himself of subsurface conditions that may be encountered by performing on-site inspections, core drilling or other methods. The risk of encountering and correcting such subsurface conditions shall be borne solely by the CONTRACTOR, and the Contract Price shall include the cost of performing the work complete in- place within the Contract Time and in accordance with the terms and conditions of the Contract Documents.”

- K. *Utilities:* The CONTRACTOR is to contact the OWNER of all underground utilities before beginning construction in the area. Carefully protect from damage all utilities in the vicinity of the work at all times. If it is necessary to repair, remove, and/or replace any such utility in order to complete the work properly, do so in compliance with the rules and the regulations of the particular utility involved. Any such work shall be considered incidental to the construction or repairs of utility lines, and no additional payment will be allowed therefore.

Part 2 – Products

Part 3–Execution

End of Section

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT NOTES**

Section 00 1020 - Page 1 of 2

1. The successful bidder, upon notification by the County, shall have ten (10) days to execute a contract pertaining to the scope of work as identified within this bid proposal package. Failure to do so shall result in forfeiture of the bidder's bond subject to stipulations as provided herein.
2. After the contract is signed and executed by both parties, the County shall issue a "Notice to Proceed" to the successful bidder.
3. Upon failure of the Contractor to complete the contract work within the specified required time of performance, the Contractor shall be assessed liquidated damages of the amount specified in Section 00201-1.08 "Liquidated Damages". The contractor shall locate all utilities prior to commencing construction. Prior to the start of construction, the contractor shall field verify the locations of all pipes, power lines, and utilities to check for conflicts with the construction project. The Contractor shall notify the County immediately if a conflict is found prior to commencement of construction. It shall be the responsibility of the Contractor to determine the exact location of all existing utilities, whether shown on the plans or not. In the event of a conflict it shall be the responsibility of the contractor to cooperate with the applicable utility company.
4. It is the responsibility of the contractor to verify all quantities and site conditions prior to bidding. The Contractor shall notify the Owner prior to bidding of any discrepancies in the plans.
5. **The County shall be responsible for obtaining all required ADEM NPDES Construction permits. The CONTRACTOR shall be responsible for satisfying all the requirements associated with the storm water permit and any violations of such permit shall be the sole responsibility of the CONTRACTOR.**
6. All erosion control devices when required shall be installed and maintained per ALDOT and ADEM BMP specifications.
7. Control points required to perform the layout and other engineering controls shall be provided for the contractor. No grade book will be provided only field control points and data that is found in the plans. CAD files will be furnished upon request.
8. The roadway will be closed to all traffic during construction. Traffic must be maintained and traffic control devices maintained per the project specifications at each end of the project.
9. The contractor will be responsible for all construction signs and traffic control required to control local traffic during work. All temporary traffic control devices if required shall be performed in conformance with the MUTCD Part VI.
10. The Contractor will be responsible for any and all aspects of job safety. The engineer will not supervise or inspect any safety feature.
11. It shall be the duty and the responsibility of the Contractor to give notification to the Project Engineer 24 hours prior to commencement of any construction activity. Failure to notify as required may be grounds for non-acceptance.
12. **The Owner reserves the right to omit and self perform or individually contract any individual quantity item and award any combination of base bid and alternates.**

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT NOTES**

Section 00 1020 - Page 2 of 2

13. Proof of Competency of Bidder – Upon request prior to award of bid the County may request any bidder to furnish additional evidence satisfactory to the County that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project.

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for processing the following:
 - 1. Schedule of Values
 - 2. Cash flow projections for the project
 - 3. Lump Sum and Unit prices (if any)
 - 4. Payment applications
 - 5. Payments at substantial completion
 - 6. Payment at final completion
 - 7. Identification of substitutions and alternatives in payment requests
 - 8. Accounting of Change Order amounts and allowances, and similar cost and pay-out related requirements

1.2 LUMP SUM PRICE SCHEDULE

- A. General:
 - a. It is recognized that this project is a lump sum bid as listed in the Bid Form, and that the Owner- Contractor Agreement records acceptance or rejection of the bid price, either as bid or as otherwise agreed upon by the date of the Agreement.
 - b. It is recognized that the utilization of the lump sum price contain total costs as defined therein, and include each entity's total cost to include margins for overhead and profit.

1.3 PAYMENT REQUESTS

- A. General:
 - a. Except as otherwise indicated in the Contract Documents, comply with the procedures and requirements of the General Conditions, including the submittal of supporting documentation and waivers or releases of lien.
 - b. Refer to the Supplementary Conditions for requirements concerning "retainage" by Owner on payment.
 - c. Except as otherwise indicated, sequence of progress payments shall be made on a regular basis, and each must be consistent with previous applications and payments.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
COST REPORTING AND PAYMENTS**

SECTION 00-1025 – Page 2 of 2

B. Payment Application Times:

The period of construction work covered by each payment request is the period indicated in the General Conditions.

C. Final Payment Application:

- a. The administrative actions and submittals which must precede or coincide with submittal of the final payment application can be summarized as follows but not necessarily limited to these:
 - i. Completion of project closeout requirements
 - ii. Completion of items specified for payment application at time of substantial completion (regardless of whether such application was made).
 - iii. Written assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
 - iv. Transmittal of required project construction records to Owner.
 - v. Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
 - vi. Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
 - vii. Final payment for the work to be performed under this project shall be in accordance with the advertisement of completion requirements as set forth in the State of Alabama Public Works Bid Law.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

Part 1 – General

1.1 SECTION INCLUDES

- A. The entirety of the Project shall be bid lump sum price. The Bidder agrees to perform all necessary work described in the Contract Documents. Alterations to the Construction Contract will be based on the lump sum price established in the Base Bid Schedule, and the Bidder will receive no additional compensation for items covered under this scope. All materials and services provided for construction on this project shall meet or exceed the requirement of the project specifications outlined herein.
- B. Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the Bid Form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work and shall be subsidiary obligation to the items of work being performed.

END OF SECTION

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 1 of 3

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for considering and processing Change Orders.
- B. Related Requirements:
 - a) Agreement: The amounts of established unit prices
 - b) Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
 - 2. Contractor's claims for additional costs
 - c) Section 01025: Cost Reporting and Payments

1.2 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate a potential change by submitting a Proposal Request to Contractor. Request will include the following:
 - a) Detailed description of the change, products, and location of the change in the Project.
 - b) Supplementary or revised drawings and specifications.
 - c) The Projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - d) A specific period of time during which the requested price will be considered valid.
 - e) Such request is for information only, and is not an instruction to execute the changes, nor is it a mandate to stop work in progress.
- B. Provide full written data required to evaluate changes.
 - a) Maintain detailed records of work performed on a time-and-material/force account basis.
 - b) Provide full documentation to Owner upon request.
- C. Designate in writing the member of Contractor's organization:
 - a) Who is authorized to accept changes in the work
 - b) Who is responsible for informing others in the Contractor's organization of the authorization of changes in the work.
- D. Owner will designate in writing the person who is authorized to execute Change Orders.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 2 of 3

1.3 CONSTRUCTION CHANGE DIRECTIVES

- A. In absence of total agreement on the terms of a Change Order, the Owner may prepare and issue a Construction Change Directive directing a change in the work, for subsequent inclusion in a Change order.
 - a) Construction Change Directive will describe changes in the Work, and describe the method of determining any change in the Contract Sum or Contract Time, or both
 - b) The Owner will sign construction Change Directive

- B. Upon receipt of a Construction Change Directive, Contractor shall do the following:
 - a) Promptly proceed with the change in the work involved
 - b) Promptly advise the Owner of the Contractor's agreement or disagreement with the method, if any provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- C. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them.
 - a) Such agreement shall be effective immediately and shall be recorded as a Change Order
 - b) If Contractor does not respond promptly or if he disagrees with the Construction Change Directive, he shall comply with General Conditions.

- D. A Construction Change Directive shall be processed in compliance with requirements of the General Conditions.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

- B. On request provide additional data to support time and cost computations:
 - a. Labor required
 - b. Equipment required:
 - i. Recommended source of purchase and unit cost
 - ii. Quantities required
 - c. Taxes, insurance and bonds
 - d. Credit for work deleted from Contract, similarly documented
 - e. Overhead and profit, for subcontractor and General Contractor separately
 - f. Justification for any change in Contract Time

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
CHANGE ORDER PROCEDURES**

SECTION 00-1028 – Page 3 of 3

- C. Support each claim for additional costs, and for work done on a time-and – material/force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
 - a. Name of the Owner's authorized agent who ordered the Work, and date of the order
 - b. Dates and hours work was performed, and by whom
 - c. Time record, summary of hours worked, and hourly rates paid
 - d. Receipts and invoices for:
 - e. Equipment used, listing dates and times of use
 - f. Products used, listing of quantities
 - g. Subcontracts
 - h. Overhead and Profit, taxes, insurance
- D. Document requests for substitutions for Products as specified elsewhere in Division One

1.5 PREPARATION OF CHANGE ORDERS

- A. Contractor will prepare each Change Order.
- B. Change Order will describe change in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.6 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub-schedules to show changes for other items of Work affected by the changes.
- C. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

Part 1 – General

1.1 PRE-CONSTRUCTION MEETING

- A. Schedule meeting within the early stages of Construction as determined by the owner.
- B. Suggested Agenda: Contractor shall prepare written material, distribute lists, and discuss the following:
 - a. Identification of major Subcontractors and Suppliers
 - b. Projected construction schedule (To be supplied in bar chart format by the Contractor prior to beginning work)
 - c. Critical work sequencing
 - d. Major Equipment deliveries and priorities
 - e. Project coordination, including designation of responsible persons
 - f. Procedures for, and processing of:
 - i. Field decisions
 - ii. Proposal requests
 - iii. Submittals
 - iv. Change orders
 - v. Applications for payments
 - g. Adequacy of distribution of Contract Documents
 - h. Procedures for maintaining Record Documents
 - i. Use of premises
 - i. Work and storage areas
 - ii. Owner's requirements
 - j. Construction facilities, construction aids, and controls
 - k. Temporary utilities
 - l. Safety and first aid procedures
 - m. Security procedures
 - n. Housekeeping procedures
 - o. Working days/hours
 - p. Erosion control and stormwater management

1.2 PROGRESS MEETINGS

- A. Schedule progress meetings as determined by the owner when they are necessary.
- B. Suggested Agenda:
 - a. Review and approval of minutes of previous meeting
 - b. Review of work progress since previous meeting
 - c. Field observations, problems, conflicts.
 - d. Problems which impede construction schedule

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
PROJECT MEETINGS**

SECTION 00-1200 – Page 2 of 2

- e. Corrective measures and procedures required to regain projected schedule
- f. Revisions to construction schedule
- g. Plan progress and schedule for succeeding work period
- h. Coordination of schedules
- i. Review submittal schedules; expedite as required
- j. Review proposed changes for:
 - i. Effect on construction schedule and on completion date
 - ii. Effect on other contracts of the Project
- k. Other Business

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CONSTRUCTION SCHEDULES**

SECTION 00-1310 – Page 1 of 2

Part 1 – General

1.1 SECTION INCLUDES

Procedures for preparation, submission and review of “Horizontal Bar Type”
Progress or Construction Schedules for the entire project, and bi-weekly updating.

1.2 FORM OF SCHEDULES

Prepare Construction Schedules in the form of a horizontal bar chart prior to commencing the work. Work shall not commence until the Contractor submits the project schedule for review.

1.3 CONTENT OF SCHEDULES

- A. Construction Schedules shall include the following:
 - a. Complete sequence of construction by activity.

1.4 SUBMITTALS

- A. Submit Design and Construction Schedule within five (5) calendar days after date of a contract award
 - a. Owner will review design and schedule and return a copy marked approved or with comments.
 - b. If required, resubmit for final review.

1.5 DISTRIBUTION

- A. Distribute copies of approved Design and Construction Schedule to job file and other concerned parties.
- B. Instruct all recipients to report any inability to comply and provide detailed explanation with suggested remedies.

1.6 DURATION AND MILESTONES

- A. The Contract Time shall commence to run on the date of issuance of the Notice to Proceed. The project shall be substantially completed within 60 calendar days after the Contract Time commences to Run. Upon reaching substantial completion, the successful contractor will be issued a letter stating the project has reached substantial completion, the work will be inspected, and a punch list will be generated and forwarded.
- B. The Contractor shall prosecute the work diligently and will avoid interfering with or delaying any progress of any other Contractors or the Owner's own forces on other project related work.
- C. The Contractor shall be allowed 30 calendar days from the date of award to

**SHELBY COUNTY LANDFILL TURN LANES AND ACCESS ROAD PROJECT
CONSTRUCTION SCHEDULES**

SECTION 00-1310 – Page 2 of 2

procure all required materials after such period, contract time charges shall commence. Contract time in the amount of 30 working days will be allowed.

Part 2 - Products

Not used

Part 3 - Execution

Not used

END OF SECTION

I. Part 1 – General

1.01 GENERAL STORAGE

- A. Store products immediately on delivery in accordance with the manufacturer's printed instructions, with seals and labels intact and legible, and protect until installed in the work.
- B. Arrange storage in a manner to provide easy access for inspection.
- C. Provide protection and restrict access to project site, in-place work, and stored materials from vandalism.

1.02 EXTERIOR STORAGE

- A. Provide substantial platforms, blocking or skids to support fabricated products above the ground to prevent soiling or staining.
- B. **Cover products that are subject to discoloration, deterioration, or oxidation from exposure to the elements with impervious sheet coverings or sheds constructed of lumber.** Provide adequate ventilation to avoid condensation.
- C. Any mechanical or electrical equipment that is to be stored at the Project site shall be protected and periodically maintained in accordance with these Specifications (all applicable sections) and the manufacturer's recommendations. If warehousing of any products to be used in the work is required as a result of inclement weather conditions or other special product needs, all costs shall be borne by the Contractor.
- D. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- E. Provide surface drainage to prevent flow or ponding of rainwater.
- F. Prevent mixing of refuse or chemically injurious materials or liquids.
- G. Maintain a periodic system of inspections of stored products on a scheduled basis to assure that:
 - a. Condition of storage facilities is adequate to provide required conditions.
 - b. Required environmental conditions are maintained on a continuing basis
 - c. Surfaces of products exposed to elements are not adversely affected. NOTE: any weathering of products, coatings and finishes is not acceptable under requirements of the Contract Documents.

1.03 PROTECTION AFTER INSTALLATION

- A. Provide substantial coverings to protect installed products from damage from subsequent operations and vandalism. Remove when no longer needed, prior to completion of work.

- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.
- D. In other areas subject to foot traffic, secure heavy paper, sheet goods or other materials in place.
- E. For movement of heavy products, lay planking or similar materials in place.
- F. Prohibit traffic of any kind across grassed, seeded, or landscaped areas.

II. Part 2 – Products

Not Used

III. Part 3 – Execution

Not Used

END OF SECTION

I. Part 1 – General

1.01 SUBSTANTIAL COMPLETION

- A. When the project is considered to be substantially complete, submit written notice to the Owner that the project or designated portion is substantially complete. Include a list of items to be completed.
- B. Within a reasonable time, Owner will inspect to determine status of completion, and compile a punch list of items to be completed and corrected. If Owner determines that Work is not substantially complete, he will immediately notify Contractor in writing. The Owner will generally point out his reasons; he will not be obligated to give an exhaustive list of discrepancies.
- C. Contractor's Duties are to remedy the deficiencies and send the Owner another written Notice of Substantial Completion.
- D. Owners Actions will be to re-inspect the work and issue a Certificate of Substantial Completion when he considers it to be warranted.

1.02 OWNER OCCUPANCY

- A. Owner's Action: Occupy the Project, or designated portion of the Project, in accordance with provisions of the Certificate of Substantial Completion.
- B. Contractor's Duties:
 - a. Obtain Certificate of Occupancy if required by local building codes authority.
 - b. Obtain consent of insurance company or companies to keep insurance in force during partial occupancy by the Owner.
 - c. Make corrections listed on punch list attached to Certificate of Substantial Completion.
 - d. Perform final clean up.

1.03 FINAL COMPLETION

- A. When this Project is considered to be complete, Contractor shall submit certification indicating the following:
 - a. Contract Documents have been reviewed and Work has been inspected for compliance with those Documents.
 - b. Work has been completed in accordance with Contract Documents.
 - c. All punch list items have been corrected
 - d. Work is complete and ready for final inspection.
 - e. Appropriate notifications have been filed with Governmental Agencies (attach copies.)
- B. Owner's actions during final inspection:
 - a. Inspect to verify the status of completion with reasonable promptness
 - b. Notify Contractor in writing about any Work considered to be incomplete or defective.

- C. Contractor's Duties: take immediate action to correct deficiencies, and send certification to Owner that Work is complete.
- D. Owner's duties: determine when Work is acceptable then request Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES

Should status of completion of work require re-inspection by Engineer due to failure of work to comply with Contractor's claims on initial inspection, Owner will deduct the amount of Engineer's compensation for re-inspection services from final payment to Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS REQUIRED

- A. Documents required by State Licensure inspectors and other authorities having jurisdiction.
- B. Evidence of Payment and Release of Liens: Comply with requirements and Conditions of the Contract
- C. Consent of Surety to Final Payment
- D. Certificates of Insurance for Products and Completed Operations: Comply with Supplementary Conditions
- E. Test Results: Complete, dated test results of various systems signed by persons authorized to sign for the qualified testing agencies that conducted tests.
- F. Closeout documents shall require written acceptance by the governing agency.

1.06 STATEMENT OF ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement to Owner indicating all adjustments to the Contract Sum. Include the following:
 - a. Original Contract Sum
 - b. Previous change orders
 - c. Changes under allowances
 - d. Changes under unit prices.
 - e. Deductions for uncorrected work
 - f. Penalties and bonuses
 - g. Deductions for liquidated damages.
 - h. Deductions for re-inspection fees
 - i. Other adjustments to Contract Sum
 - j. Total Contract Sum, as adjusted.
 - k. Previous payments.
 - l. Sum remaining due
- B. If required, a final Change Order will be prepared reflecting approved adjustments to Contract Sum that were not previously made on Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

Submit final Application for Payment in accordance with procedures and requirements of the Conditions of the Contract and Alabama State Law.

1.08 FINAL PAYMENT

Owner will make final payment.

1.09 POST-CONSTRUCTION INSPECTION

Prior to expiration of one year from the Date of Substantial Completion, the Owner will make a visual inspection of the Project to determine whether correction of Work is required, in accordance with the Conditions of the Contract.

The Owner will promptly notify the Contractor, in writing, of any observed deficiencies. Contractor shall then correct deficiencies promptly.

II. Part 2 – Products

Not Used

III. Part 3 – Execution

Not Used

END OF SECTION

Part 1 – General

1.01 SECTION INCLUDES

Provide warranties and bonds required for specific products: **All materials that will become a permanent part of this project shall require a written manufacturer's warranty.**

1.02 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 three-ring side binders, with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS" with title of Project; name, address, and telephone number of contractor; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section that detailed the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing.
 - a. Provide full information using separate typed sheets as necessary
 - b. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.03 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents to Owner after acceptance.
- B. Make other submittals to Owner after date of Substantial Completion, prior to final Application for Payment.
- C. For items of work when acceptance is delayed beyond date of Substantial Completion, submit documents to owner after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.05 WARRANTY PERIOD

The warranty period shall continue for a period of one (1) year from final acceptance of the work. All materials of construction, installation, and workmanship shall be covered under this warranty.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION



SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$100,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____, 2024 by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR). This agreement concerns the _____ Project as described in the noted attached plans index, specifications index, project issued addenda 1,2,3,4 & 5, and the contractor's bid (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT as specified in design and bid specifications dated _____ which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also attached bid by CONTRACTOR on the _____) and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.
- D) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed _____ (____) working days beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Chief Facilities Management Officer,
Shelby County Department of Facilities and General Services
280 McDow Road
Columbiana, Alabama 35051
(205) 670-6461
Email: trey@shelbyal.com

(2) CONTRACTOR: _____

(f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the representative of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the COUNTY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the COUNTY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the COUNTY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

(g) Attachment A - Supplemental Conditions is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____ dollars and _____ cents (\$ _____). Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five

(45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. The CONTRACTOR immediately after the completion of the contract shall give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the

purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the

CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

The COUNTY shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from CONTRACTOR's performance of this Contract, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. The CONTRACTOR shall further indemnify the COUNTY and hold the COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the COUNTY in defending any claim or lawsuit made against the COUNTY by any person, firm, or corporation arising directly or indirectly out of any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto. IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

SHELBY COUNTY

By: Chad Scroggins
County Manager

Date

ATTEST:

CONTRACTOR

By (print): _____

Title: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 1) Work must be coordinated with the COUNTY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price quote dated _____ is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by COUNTY. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment

Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 10) If work being performed interferes with normal operations of the facility, the work shall be scheduled after hours as necessary.

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency:
- B. Have not within a three year period preceding this covered transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and
- D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date _____, 20__ .

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
as Principal, _____ and
_____ and
_____ as Surety, are held and
firmly bound unto the County of Shelby, in the penal sum of
_____ and /100 Dollars (\$ _____), for
the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this _____
day of _____, 20__.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound
_____ have this day entered into a Contract with the said Shelby County
Commission for the completing the project described in the attached plans and specifications on CR
83 in Vincent in Shelby County, to-wit: known as Buck Creek Greenway Project, located within the
said County, a copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said _____, as such Contractor,
shall faithfully and promptly perform said Contract and all the conditions and requirements thereof,
then this obligation shall be null and void and to no effect, otherwise to remain and be in full force
and effect.

PROVIDED, FURTHER, THAT upon failure of the said _____, to
promptly and efficiently prosecute said work, in any respect, in accordance with the Contract, the
above bound _____

_____,
as Surety, shall take charge of said work and complete the Contract at their expense, pursuant to its
terms, receiving however, any balance of the funds in the hands of said County due under said
Contract. Said Surety may, if they so elect, by written direction given to the Shelby County
Commission authorize the Commission to advertise for bids to complete the said Contract at the
expense of said Surety, and such Surety hereby agree and bind themselves to pay the expense of
the completion of such work, less any funds in the hands of the County remaining due to the above
bound Contractor.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the
mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent
that such service shall be the same as personal service on said Contractor or Surety.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said
Contract, the same shall be paid to said Principal or Surety.

The decision of said County Engineer upon any question connected with the execution of
said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall
be final and conclusive.

The Proposal, Specifications, and the Contract hereinbefore referred to, and the Bond for Performance of the Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation and instrument is to be construed in connection therewith.

WITNESS our hands and seals this _____ day of _____ 2006.

(L.S)

(L.S.)
Contractor

Surety

By _____

Address _____

**BOND FOR
PAYMENT OF
LABOR, MATERIAL, FEED-STUFFS OR SUPPLIES**

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____, as
Principal, _____ and
and _____

_____ as Sureties, are held and firmly
bound unto the County of Shelby, in the penal sum of
_____ and /100 Dollars (\$ _____), for the payment
of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this
_____ day of _____, 20____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above
bound _____ have this day entered into a Contract with the said
County of Shelby for the for the completing the project described in the attached plans and
specifications, to-wit: known as Buck Creek Greenway Project, located within the said County, a
copy of which said Contract is hereto attached.

NOW, THEREFORE, in the event that said _____ as such
Contractor shall promptly make payment to all persons supplying him or them with labor, material,
feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this
obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, FURTHER, in the event that the said _____ as such
contractor shall fail to make prompt payment to all persons supplying him or them with labor,
materials, feed-stuffs, or supplies for or in the prosecution of the work provided in such contract, the
above bound _____ as
Surety shall be liable for the payment of such labor, materials, feed-stuffs or supplies and for the
payment of reasonable attorney's fees incurred by the successful claimants of plaintiffs in suits on
said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended, are made a part of
this obligation, and this instrument is to be construed in connection therewith.

In the event said Principal shall fail or delay the prosecution and completion of said work and
said Surety shall also fail to act promptly as hereinbefore provided, then said County Engineer may
cause ten days notice of such failure to be given, either to said Principal or Surety, and at the
expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said
contract, the Shelby County Commission shall have the authority to cause said work to be done,
and when the same is completed and the cost thereof estimated, the said principal and sureties
shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid
under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said
Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said County Engineer upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for Payment of Labor, Materials, Feed-stuffs or Supplies executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals this _____ day of _____ 20____.

_____ (L.S)	_____ (L.S.)
	Contractor
_____	_____
_____	_____

Surety	
By _____	
Address _____	

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

(Please Print) Name and Title of Signer

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE OF AWARD

To: _____

Date: _____

Project: Shelby County Landfill Scale House
Water Main Project

The OWNER has considered the BID submitted by you for the above described PROJECT in the bid received _____.

You are hereby notified that your BID has been accepted for items in the amount of
\$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Owner

By: _____
Fred M. Gauntt III, PE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the
_____ day of _____, 2024.

Contractor

By _____

Title

NOTICE TO PROCEED

To: _____ Date: _____, 2024

Project: Shelby County Landfill Scale House Water Main Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____ and you are to complete the WORK within _____ WORKING days thereafter. The date of completion of all WORK is therefore approximately _____.

Shelby County, AL
Owner

By: Fred M. Gauntt, III, PE
Title: Manager, Facilities &
General Services

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ this the _____ day of _____, 2024.

Contractor

By _____

Title

PUBLIC WORKS CONTRACT
SHELBY COUNTY COMMISSION

CHANGE ORDER

DATE:

CHANGE ORDER NO:

PROJECT:

CONTRACTOR:

CONTRACT DATE:

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT:

IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS YOU ARE INSTRUCTED TO FURNISH:

AMOUNT OF ORIGINAL CONTRACT	\$	\$0.00
AMOUNT OF PREVIOUS CHANGES	\$	\$0.00
AMOUNT OF THIS CHANGE	\$	\$0.00
TOTAL AMOUNT OF ADJUSTED CONTRACT	\$	\$0.00

NOTE: IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE IS COMPENSATION IN FULL FOR CHANGES AS INDICATED. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL RIGHTS FOR ANY ADDITIONAL COMPENSATION ARE WAIVED CONCERNING THE CHANGES CONTAINED HEREIN.

Shelby County Commission

BY:

TITLE:

Owner

DATE:

BY:

TITLE:

Chief Facilities Management Officer

DATE:

CONTRACTOR NOTICE OF COMPLETION

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, as amended by Act 2023-497 (HB168), notice is hereby given that as of _____ (Insert Date), _____ (Insert Contractor Name), has completed the Contract for the project described as _____ (Insert Project Name).

Signature

Print Name

Title

Company Name

Date

Shelby County

Affidavit for Payment of Debts Incurred on Construction Projects

Project No. _____
County _____
Contractor _____
Description and Location of Project _____

This is to certify that all known debts for labor and materials used on the project and all approved sub-contractual obligations associated with the construction of Project _____, _____ County, have been paid or will be paid within five (5) days after final payment.

Sworn to this the _____ day of _____, _____.
(Month) (Year)

(Name)

(Title)

(Contractor)

Sworn to and subscribed before me on the _____ day of _____, _____.
(Month) (Year)

(Notary)

For _____ County _____ State

My commission expires _____
(Date)



JULIE P. MAGEE
Commissioner

State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner

JOE W. GARRETT, JR.
Deputy Commissioner

CURTIS E. STEWART
Deputy Commissioner

Alabama Department of Revenue NOTICE

Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205.** [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities*.]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (<https://myalabamataxes.alabama.gov>).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

WHAT'S NEW?

TOPIC: Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

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**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
TEMPORARY EROSION AND SEDIMENT CONTROL**

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 RELATED REQUIREMENTS

- A. Section 31 1000 - Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- B. Section 31 2200 - Grading: Temporary and permanent grade changes for erosion control.
- C. Section 31 3700 - Riprap: Temporary and permanent stabilization using riprap.
- D. Section 32 1123 - Aggregate Base Courses: Temporary and permanent roadways.
- E. Section 32 9219 - Seeding: Permanent turf for erosion control.
- F. Section 32 9223 - Sodding: Permanent turf for erosion control.

1.03 REFERENCE STANDARDS

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus; 2014.
- B. ASTM D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 1999a (Reapproved 2014).
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a.
- E. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile; 2012.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2016.
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.
- I. State General NPDES Permit and NOI associated with construction activities.

1.04 PERFORMANCE REQUIREMENTS

- A. Comply with requirements of Alabama Department of Environmental Management (ADEM) Erosion and Sedimentation Control Manual and as required by the National Pollution Discharge

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Elimination System - General Permit.

- B. Best Management Practices Standard: Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas.
- C. Deleted.
- D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
- G. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- K. Open Water: Prevent standing water that could become stagnant.
- L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

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1.05 SUBMITTALS

- A. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- B. Deleted.
- C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished. The contractor shall be responsible for all Daily Observations, Monthly and Qualifying Event
- D. Complete, pay fee, and provide a copy of the Notice of Termination (NOT). issued for the project

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mulch: Use one of the following:
 - 1. Straw or hay.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
 - 4. Cutback asphalt.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 - 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
 - 2. Permittivity: 0.05 sec⁻¹, minimum, when tested in accordance with ASTM D4491.
 - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
 - 4. Tensile Strength: 100 pounds-force, minimum, in cross-machine direction; 124 pounds-force, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
 - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
 - 6. Tear Strength: 55 pounds-force, minimum, when tested in accordance with ASTM D4533/D4533M.
 - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
 - 8. Wire Backing: 1`4 gage, 6 inch x 12 inch maximum opening.
- D. Silt Fence Posts: One of the following, minimum 5 feet long:
 - 1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot.
- E. Gravel: See Section 32 1123 for aggregate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION AND EXECUTION

- A. Deleted.

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3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
 - 1. Width: As required; 20 feet, minimum.
 - 2. Length: 50 feet, minimum.
 - 3. Provide at each construction entrance from public right-of-way.
 - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Sedimentation/Silt Fence with Wire Backing: silt fences.
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 - 1. As detailed on drawings
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Soil Stockpiles: Protect using one of the following measure:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges and surrounded with silt fence around the perimeter of the stockpile.
 - 2. Topsoil and seed with temporary seeding when not in use for 13 days. Provide permanent seeding when stock pile is no longer in use and prior to completion permanent project.
- G. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
 - 2. Asphalt: Use only where no traffic, either vehicular or pedestrian, is anticipated.
- H. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 - 1. Excavate minimum of 6 inches.
 - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
 - 3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
 - 1. Store and handle fabric in accordance with ASTM D4873/D4873M.
 - 2. Install with top of fabric at nominal height and embedment as specified.
 - 3. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
 - 4. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
- C. Temporary Seeding:
 - 1. When hydraulic seeder is used, seedbed preparation is not required.
 - 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 - 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
 - 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
 - 5. Incorporate fertilizer into soil before seeding.

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6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
8. Repeat irrigation as required until grass is established.

3.05 MAINTENANCE

- A. Inspect preventive measures daily, and within 24 hours after the end of any storm that produces .75 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Clean out temporary sediment control structures weekly and relocate soil on site.
- E. Place sediment in appropriate locations on site; do not remove from site.

3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
EXECUTION AND CLOSEOUT REQUIREMENTS**

Section 01 70 00 Page 1 of 3

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control: Additional erosion and sedimentation control requirements.
- B. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- C. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.04 PROJECT CONDITIONS

- A. Use of explosives is permitted only in compliance with local and state standards.
 - 1. Contractor shall obtain and familiarize himself with the local blasting ordinance/regulation
 - 2. Contractor shall preform all preblast surveys as a part of his basic scope of work.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment when needed to prevent ponding of water which may adversely affect grading operations.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Perform dewatering activities, as required, for the duration of the project.
- E. Dust Control: Execute work by methods to minimize raising dust from site work operations.
 - 1. Contractor shall provide a water truck to wet construction road and cut and fill area as needed to minimize dust produced by site work operations.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
EXECUTION AND CLOSEOUT REQUIREMENTS**

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1.05 COORDINATION

- A. Notify affected utility companies and comply with their requirements.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- C. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

2.02 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Protect survey control points prior and site benchmarks to starting site work; preserve permanent reference points and site benchmarks during construction.
- D. Promptly report to Engineer the loss or destruction of any reference point, site benchmark or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points and or site benchmark based on original survey control. Make no changes without prior written notice to Engineer.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and other site improvements.
 - 2. Building foundation, column locations, ground floor elevations, and other building improvements.
- H. Maintain a complete and accurate log of control and survey work as it progresses.

2.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- D. Make neat transitions between different surfaces, maintaining texture and appearance.

2.04 SAW CUTTING

- A. Perform whatever saw cutting is necessary to:
 - 1. Complete the work.
 - 2. To provide a neat edge between existing improvements and proposed improvements such as sidewalks, pavements, curb and gutter, etc.
- B. Cut rigid materials using masonry saw or core drill.

2.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

**SHELBY COUNTY LANDFILL SCALE HOUSE WATER MAIN PROJECT
EXECUTION AND CLOSEOUT REQUIREMENTS**

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2.06 FINAL CLEANING

- A. Clean site; sweep paved areas, rake clean landscaped surfaces.
- B. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

2.07 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer.
- B. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- G. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.
- H. Provide As-Built survey of stormwater management area
- I. Provide As-Built survey of all sanitary sewer mains.
- J. Provide results of bacteria testing on water mains
- K. Provide results of air test and video of sewer mains.
- L. Provide results of pressure testing of water mains

END OF SECTION

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- B. Section 31 1000 - Site Clearing: Handling and disposal of land clearing debris.

1.03 DEFINITIONS

- A. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- B. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- C. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- D. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Abandonment and removal of existing utilities and utility structures.
- B. Selective demolition of curbs, sidewalks, paving, aggregate surfacing, etc.
- C. Removal of above grade improvements and below grade improvements in conflict with proposed improvements.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- C. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- D. Section 31 1000 - Site Clearing: Vegetation, existing debris and topsoil removal.
- E. Section 31 2200 - Grading: Topsoil removal.
- F. Section 31 2200 - Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations. Topsoil removal.
- G. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- H. Section 31 2323 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 31 2323 - Fill.

PART 3 EXECUTION

3.01 SCOPE

- A. Remove curbs, sidewalks, paving, retaining walls, aggregate surfacing, landings, etc. as required to accomplish new work.
- B. Remove all other paving and curbs within construction limits indicated on drawings.
- C. Within area of new construction, remove foundation walls and footings to a minimum of 2 feet below finished grade and as needed to allow for new work.

- D. Remove concrete slabs on grade within construction limits indicated on drawings.
- E. Remove manholes and manhole covers, curb inlets and catch basins.
- F. Remove fences and gates.
- G. Remove above grade improvements and below grade improvements in conflict with proposed improvements.
- H. Remove septic tanks and field lines associated with building structures that been removed from the site. Septic tanks shall be pump out prior to removal. Septage shall be disposed of in a legal manner.
- I. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 31 2323 Filling .

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- F. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
- G. Provide traffic control and when working near or adjacent to open roads, streets, walks, etc.
- H. Provide temporary construction barricades to as needed to separate the work zone from open facilities and the public.
- I. Protect site benchmark and property corners. If destroyed, replace site benchmark and property corners at no expense to the owner.
- J. Protect existing improvements to remain and adjacent properties from damage.

- K. Restore damaged improvements and adjoining properties as acceptable to party having jurisdiction and at no cost to the owner.
- L. Provide positive drainage as needed to keep the site in a dry condition.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Provide temporary services during interruptions as needed.
- E. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- F. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- G. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- H. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- I. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all demolished improvements.
- C. Leave site in clean condition, ready for subsequent work.
- D. All debris, waste and other demolished material shall be disposed of in a legal manner.
- E. No burning of demolished material shall be allowed on site.
- F. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and storage of topsoil.
- B. Rough grading and filling the site for site structures, building pads, and paving.
- C. Finish grading.

1.02 RELATED REQUIREMENTS

- A. Section 31 1000 - Site Clearing.
- B. Section 31 2316 - Excavation.
- C. Section 31 2316.13 - Trenching: Trenching and backfilling for utilities.
- D. Section 31 2323 - Fill: Filling and compaction.
- E. Section 32 9219 - Seeding: Finish ground cover.
- F. Section 32 9223 - Sodding: Finish ground cover.

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Alabama, Department of Transportation standards.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: See Section 31 2323.
- B. Fill Materials: See Section 31 2323.
- C. Unsuitable Materials: Material defined as highly plastic soils, organic or material that will not provide a stable foundation or material that will not compact to the requirements set forth in these specifications or material not meeting the requirements of Section 31 2323.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Verify the absence of standing or ponding water.
- C. It shall be the obligation of the Contractor to satisfy himself as to the accuracy of the topographic survey furnished on the grading plan by personal examination of the site and the existing conditions. If contractor disagrees with topographic survey, he must notify owner in advance of bidding or it is taken that contractor accepts topography.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above and below grade utilities to remain.
- D. Notify utility company to remove and relocate utilities.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.
- F. Do not perform grading operations during periods of wet weather when it would be impossible to control moisture of soils

- G. Complete demolition and clearing operations in areas to be graded. Remove debris, roots, branches, and large rock.
- H. Prior to grading lower areas perform the following:
 - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump or any other measures necessary for drainage of site.
 - 2. After drainage of area is complete, remove muck, mud, debris, and other material of unsuitable nature by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
- I. When rain is predicted, contractor shall roll graded areas to seal against infiltration. Contractor shall at all times keep site graded to maximize runoff in case of rain.

3.03 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. After grade has been established in cut areas and prior to placement of fill in any fill areas, the exposed subgrade shall be carefully inspected by probing, proof rolling and testing as needed. Remove any topsoil, organic material, unsuitable material, wet, soft or loose soil and other undesirable material.
- D. Contractor shall contact the testing representative to inspect proof rolling operations. All areas failing proof rolling shall be undercut to an unyielding subgrade.
- E. Where low density soils and or highly plastic soils are encountered, as detected by proofrolling the contractor shall undercut and replace with compacted structural fill.
- F. Building pads and foundations shall be support on a minimum of 12" of structural fill. Structural fill shall extend 5 feet beyond the periphery of the buildings. Structural fill shall extend 3 feet beyond the paving limits. This requirement applies to both cuts and fills.
- G. All cavities and irregularities shall be enlarged to permit use of compaction equipment for subsequent filling.
- H. Scarify and recompact the top 8" of all areas to receive fill.
- I. See Section 31 2323 for fill material, compaction and moisture content requirements..
- J. Horizontally bench existing slopes greater than 1:4 to key fill material into existing slope for firm bearing.
- K. Fill placement can proceed after the surface densification is accomplished and proof rolling is completed.
- L. In areas where fill is to be placed on exiting steep cuts slopes, the exiting surface shall be horizontally benched the width of a piece of equipment prior to fill placement.
- M. All fill shall be placed in lifts, moisture conditioned, and compacted
- N. After excavations have been cut to subgrade, the subgrade areas shall be scarified to a minimum depth of 8 inches and re-compacted.
- O. Grade areas to elevations or contours are indicated on Drawings. Refer to the drawings for thickness of pavements, concrete slabs, etc. to determine subgrade elevations. Refer to the architectural drawing for thickness floor slabs and granular support material.
- P. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner

- Q. Refer to Section 31 2323 Filling for all material, lift thickness, compaction, and moisture requirements to include re-compact of scarified cuts exposed at grade.
- R. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack surface water control.

3.04 SOIL REMOVAL

- A. Stockpile topsoil to be re-used on site; remove all excess topsoil from site.
- B. All unsuitable material, and excess subsoil shall be removed from the site.

3.05 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify building and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
- B. Where topsoil is to be placed, scarify surface to depth of 2 inches.
- C. Place topsoil to thickness 4 inches.
- D. Place topsoil during dry weather.
- E. Remove roots, weeds, rocks, and foreign material from topsoil while spreading.
- F. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
- G. Roll placed topsoil.
- H. Maintain stability of topsoil during inclement weather. Replace topsoil in areas where surface water has eroded thickness below specifications.
- I. All fill shall be placed in lifts, moisture conditioned, and compacted
- J. All excavations cut to subgrade shall be scarified to a minimum depth of 8 inches and re-compactd
- K. Grade areas to elevations or contours are indicated on Drawings. Refer to the drawings for thickness of pavements, concrete slabs, etc. to determine subgrade elevations. Refer to the architectural drawing for thickness floor slabs and granular support material. Refer to site construction plans for pavement, sidewalks, and other slab on grade thickness.
- L. Ditches and swales shall be graded to allow for proper drainage with no ponding.
- M. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner
- N. Top Surface of Subgrade: Plus or minus 0.10 feet from required elevation.
- O. Top Surface of Finish Grade: Plus or minus 0.05 feet from required elevation.

3.06 OFF-SITE CONSTRUCTION

- A. It shall be understood that all work occurring off-site and on adjacent highways, roads, streets, or right-of-ways is to be constructed in accordance with latest edition of Standard Specifications of the Alabama Department of Transportation, and any local agency having jurisdiction. Also, this work shall be subject to their inspection, regulations, and acceptance.
- B. All construction of highways or streets is to have appropriate signage and or barricades in accordance with traffic control manual and/or the Alabama Department of Transportation. Peak hour traffic is to be inconvenienced at an absolute minimum.

3.07 REPAIR AND RESTORATION

- A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition.

3.08 FIELD QUALITY CONTROL

- A. Independent Testing Laboratory, paid for by the contractor, shall perform construction testing on site as follows
 - 1. Fill Placed in Areas to be Paved: At least one compaction test for every 5,000 square feet of each 8" loose lift or layer.
 - 2. Fill Placed Under Building and Extending 10' outside Exterior Building Line: At least one compaction test for every 2,500 square feet of each 8" loose lift or layer, a minimum of 3 test per lift.
 - 3. Inspect proof rolling operations of all cuts and fills.
- B. The Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. Owner, Architect, Engineer and Contractor shall be provided with copies of reports within 24 hours of time test was performed.
- C. In event that any test performed fails to meet these Specifications, owner and Contractor shall be notified immediately by the Independent Testing Laboratory.
- D. Foundation excavations shall be inspected and tested for appropriateness of bearing capacity at the bottom of footing by the Independent Testing Laboratory.
- E. All proof rolling operations shall be performed in the presence of the independent testing laboratory. The independent testing laboratory shall determine if the subgrade passes the proof rolling operation.

3.09 CLEANING

- A. Remove unused stockpiled topsoil, subsoil, and excess material.
- B. Grade stockpile area to prevent standing water.
- C. Leave site clean and raked, ready to receive landscaping.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavating for building volume below grade, footings, slabs-on-grade, paving, site structures, and utilities within the building.
- B. Trenching for utilities outside the building to utility main connections.
- C. Temporary excavation support and protection systems.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control: Slope protection and erosion control.
- B. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring. General requirements for dewatering of excavations and water control.
- C. Section 02 4100 - Demolition: Shoring and underpinning existing structures.
- D. Section 31 1000 - Site Clearing: Vegetation and existing debris removal.
- E. Section 31 2200 - Grading: Soil removal from surface of site.
- F. Section 31 2200 - Grading: Grading.
- G. Section 31 2316.13 - Trenching: Excavating for utility trenches outside the building to utility main connections.
- H. Section 31 2323 - Fill: Fill materials, filling, and compacting.
- I. Section 31 3700 - Riprap.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

1.04 PROJECT CONDITIONS

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. A geotechnical report is available. Document: Geotechnical Engineering Report – Hoover Fire Station #1, Dated November 16th, 2023, Prepared by ECS Southeast, LLP Project No. 30:2556

PART 2 PRODUCTS

2.01 MATERIALS

- A. Refer to Section 31 2323 for fill material requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 1000 for clearing, grubbing, and removal of existing debris.
- C. See Section 31 2200 for topsoil removal.
- D. Locate, identify, and protect utilities that remain and protect from damage.
- E. Notify utility company to remove and relocate utilities.

- F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- G. Protect plants, lawns, rock outcroppings, and other features to remain.
- H. Grade top perimeter of excavation to prevent surface water from draining into excavation. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by Engineer.

3.03 TEMPORARY EXCAVATION SUPPORT AND PROTECTION

- A. Excavation Safety: Comply with OSHA's Excavation Standard, 29 CFR 1926, Subpart P.

3.04 EXCAVATING

- A. Excavate to accommodate new structures and construction operations.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or unless shored.
- C. Do not interfere with 45 degree bearing splay of foundations.
- D. Cut utility trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.
- G. Provide temporary means and methods, as required, to remove all water from excavations until directed by Engineer. Remove and replace soils deemed suitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.05 SUBGRADE PREPARATION

- A. See Section 31 2323 for subgrade preparation at general excavations.
- B. See Section 31 2316.13 for subgrade preparation at utility trenches.

3.06 FILLING AND BACKFILLING

- A. Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation.
- B. See Section 31 2323 for fill, backfill, and compaction requirements at general excavations.
- C. See Section 31 2316.13 for fill, backfill, and compaction requirements at utility trenches.
- D. See Section 31 2200 for rough and final grading and topsoil replacement requirements.

3.07 REPAIR

- A. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.

3.08 FIELD QUALITY CONTROL

- A. Refer to Section 31 2200 Grading
- B. Refer to Section 31 2316.13 Trenching
- C. Probe and visually inspect load-bearing excavated surfaces before placement of foundations.
- D. The Independent Testing Laboratory, paid for by the contractor, shall prepare test reports that indicate test location, elevation data, and test results. Owner, Architect, Engineer and Contractor shall be provided with copies of reports within 24 hours of time test was performed.

3.09 PROTECTION

- A. Divert surface flow from rains or water discharges from the excavation.

- B. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- C. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in satisfactory, undisturbed condition.
- D. Protect bottom of excavations and soil adjacent to and beneath foundation from drainage, rain and freezing.
- E. Keep excavations free of standing water and completely free of water during concrete placement.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfilling and compacting for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Document: A geotechnical report is available. Document: Geotechnical Engineering Report – Hoover Fire Station #1, Dated November 16th, 2023, Prepared by ECS Southeast, LLP Project No. 30:2556
- B. Section 03 3001 - Cast-in-Place Concrete (Site).
- C. Section 31 2200 - Grading: Site grading.
- D. Section 31 2316 - Excavation: Building and foundation excavating.
- E. Section 31 2316.26 - Rock Removal: Removal of rock during excavating.
- F. Section 31 2323 - Fill: Backfilling at building and foundations.

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Determined for Sections and details on site drawing and from architectural drawings for building and accessory structures.

1.04 REFERENCE STANDARDS

- A. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses; 1965 (2012).
- B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- D. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- E. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.
- F. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2015.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. Structural Fill: Refer to Section 31 2323 Filling.
- B. Concrete for Fill: Lean concrete.
- C. Granular Fill - Fill Type Crushed stone ASTM #67: Coarse aggregate, conforming to State of Alabama Department of Transportation standard.
- D. Drainage Fill: Fill Type Crushed stone ASTM #67: Coarse aggregate, conforming to State of Alabama Department of Transportation standard.
- E. Bedding, Hunching and Initial Back Fill (Pipe): Fill Type Crushed stone ASTM #67: Coarse aggregate, conforming to State of Alabama, Department of Transportation standard.
- F. Final Backfill (Pipe): Structural Fill. Refer to Section 31 2323 Filling

- G. Topsoil: See Section 31 2323 Filling

2.02 ACCESSORIES

- A. Trench Utility Locator Tape: Heavy duty 6" wide underground warning tape. Tape shall be made from polyethylene material, 3.5 mils thick, with a minimum tensile strength of 1,750 psi. Place the tape at one-half the minimum depth of cover for the utility line or a maximum of 3 feet, whichever is the less, but never above the top of subgrade. Color of tape shall be determined by as follows:
1. Natural Gas or Propane - Yellow.
 2. Electric - Red.
 3. Telephone - Orange.
 4. Water - Blue.
 5. Sanitary Sewer - Green.
- B. Geotextile Fabric: Non-biodegradable, non-woven, filter fabric; 160N manufactured by Marifii.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 2200 for additional requirements.
- C. Grade top perimeter of trenching area to prevent surface water from draining into trench. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by the Engineer.

3.03 TRENCHING

- A. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- B. Remove excavated material that is unsuitable for re-use from site.
- C. Remove excess excavated material from site.
- D. Provide temporary means and methods, as required, to remove all water from trenching until directed by the Geotechnical Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.
- E. Determine the prevailing groundwater level prior to trenching. If the proposed trench extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Geotechnical Engineer.

3.04 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with in accordance with pipe bedding detail shown on drawings..
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.05 BACKFILLING

- A. Fill up to subgrade elevations unless otherwise indicated.
- B. Employ a placement method that does not disturb or damage other work.
- C. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.

- E. Backfill and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- F. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- G. Correct areas that are over-excavated.
 - 1. Use structural fill, flush to required elevation and compact.
 - 2. Refer to section 31 2323.
- H. Compaction Density and moisture content requirements:
 - 1. Refer to section 31 2323.
- I. Reshape and re-compact fills subjected to vehicular traffic.
 - 1. Refer to section 31 2323.

3.06 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Utility Piping, Conduits, Duct Bank, and 4" diameter piping and less:
 - 1. Provide Bedding, hunching, initial backfill and final backfill.
 - 2. Compact in maximum 6 inch lifts
 - 3. Refer to section 31 2323 for density and compaction requirements.
- B. At Pipe Culverts:
 - 1. Provide Bedding, hunching, initial backfill and final backfill.
 - 2. Compact in maximum 6 inch lifts.
 - 3. Refer to section 31 2323 for density and compaction requirements.
- C. At French Drains and Subdrainage Piping:
 - 1. Use granular fill.
 - 2. Fill up to 6 inches below finish grade.
 - 3. Refer to section 31 2323 for density and compaction requirements.

3.07 TOLERANCES

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.08 FIELD QUALITY CONTROL

- A. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor").
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- C. An independent testing laboratory, paid for by the contractor, shall perform tests at intervals not exceeding 200 feet of trench for each 6" of compacted trench backfill.
- D. The Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. Owner, Architect, Engineer and Contractor shall be provided with copies of reports within 24 hours of time test was performed

3.09 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of identified and discovered rock during excavation.

1.02 RELATED REQUIREMENTS

- A. Section 31 2323 - Fill: Fill materials.

PART 2 PRODUCTS - NOT USED

2.01 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction.
- B. Delay Device: Type recommended by explosives firm.
- C. Blast Mat Materials: Type recommended by explosives firm.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify site conditions and note subsurface irregularities affecting work of this section.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.03 ROCK REMOVAL

- A. Excavate and remove rock by either mechanical or explosive methods.
- B. Use of Explosives: Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.
 - 1. Comply with NFPA 495 and applicable state and local codes.
 - 2. Prior to blasting, obtain a seismographic survey to determine maximum charges that can be used at each location in area of excavation without damaging adjacent properties or other work.
 - 3. Prior to executing seismographic survey, advise owners of adjacent buildings and structures in writing; explain planned survey and blasting operations.
 - 4. Prior to blasting, document conditions of buildings near locations of intended blasting and photograph existing conditions identifying existing irregularities.
 - 5. Prepare pre- blast surveys.
 - 6. Schedule work to avoid working hours of occupied buildings nearby.
- C. Form level bearing at bottom of excavations.
- D. Remove shaled layers to provide sound and unshattered base to 12 inches below slab or footing.
- E. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- F. Excavated rock materials may be may be used as fill.. Refer to Section 31 2323 for rock fill requirements
- G. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 2323.

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall have an independent testing laboratory visually inspect foundation bearing surfaces and cavities formed by removed rock.
- B. Determination of 'Rock' shall be by qualified testing agency or geotechnical engineer.
- C. All 'Rock' removed on a unit cost basis, or as part of a Change Order shall be quantified by the qualified testing agency.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting for footings, slabs-on-grade, paving, site structures, and buildings.
- B. Backfilling and compacting for utilities outside the building to utility main connections.
- C. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control: Slope protection and erosion control.
- B. Section 31 2200 - Grading: Placement of on site and borrow material.
- C. Section 31 2200 - Grading: Site grading.
- D. Section 31 2316 - Excavation: Placement of on site and borrow material.
- E. Section 31 2316.13 - Trenching: Excavating for utility trenches outside the building to utility main connections.
- F. Section 31 3700 - Riprap.

1.03 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Unsuitable Materials: Material defined as highly plastic soils, organic or material that will not provide a stable foundation or material that will not compact to the requirements set forth in these specifications or material not meeting the requirements of this Section.

1.04 REFERENCE STANDARDS

- A. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- B. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- C. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.

1.05 SUBMITTALS

- A. Soil Samples: 50 pounds sample of each type of fill; submit in air-tight containers to testing laboratory.
- B. Materials Sources: Submit name of imported materials source.
- C. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- D. Compaction Density Test Reports.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. On site materials are generally considered acceptable as fill. On site materials failing to meet the requirements of structural fill are not acceptable as fill.
- B. Structural Fill: On Site and Borrow Material.
 - 1. Free of organic matter and debris

2. Free of rocks larger than 6 inches.
 3. Refer to Site Preparation Notes on the site plans.
 4. Material imported from off site shall meet the geotechnical requirements and specifications as defined in the construction documents and geotechnical report for the project.
- C. Concrete for Fill: Lean concrete.
- D. Topsoil: Topsoil excavated on-site and Friable loam; imported borrow.
1. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.
 2. Acidity range (pH) of 5.5 to 7.5.
 3. Containing a minimum of 4 percent and a maximum of 25 percent inorganic matter.
 4. Complying with ASTM D2487 Group Symbol OH.

2.02 SOURCE QUALITY CONTROL

- A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Verify areas to be filled are not compromised with surface or ground water.

3.02 PREPARATION

- A. All fill areas shall scarified and recompact prior to proof rolling.
- B. After recompaction is achieved, the area shall be proof rolled in the presence of the qualified testing agency.
- C. Proof rolling shall be performed in the presence of an independent testing laboratory representative.
- D. Prior to placing fill, any area failing proof roll shall be undercut and backfilled with Structural Fill meeting the project specifications.
- E. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- F. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.
- B. Employ a placement method that does not disturb or damage other work.
- C. In areas where fill is to be placed on exiting steep cuts slopes, the exiting surface shall be horizontally benched the width of a piece of equipment prior to fill placement.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Place fill in 6" compacted lifts or as defined by the geotechnical recommendations and construction documents.
- F. Maintain optimum moisture content of fill materials to attain required compaction density.
- G. Structural Fill: Place and compact material in equal continuous layers not exceeding 8 inches loose depth.
- H. When insufficient material exist on site, provide borrow material meeting the requirements for structural fill.

- I. Excess material shall be disposed of off site, or as directed by the owner.
- J. Correct areas that are over-excavated.
- K. Compaction Density are as follows:
 - 1. Fills shall be compacted to a minimum of 98% of the maximum dry density as defined by ASTM D698 at all location and all depths
 - 2. Where stabilizing agents are used compact to 100% of the maximum dry density as defined by ASTM D698.
- L. Moisture requirements are as follows:
 - 1. Refer to Site Preparation Notes on the site plans.
- M. Reshape and re-compact fills subjected to vehicular traffic.
- N. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the geotechnical engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.04 TOLERANCES

- A. Top Surface: Plus or minus 1 inch from required elevations.

3.05 FIELD QUALITY CONTROL

- A. Refer to Section 2200 Grading for additional Field Quality Control requirements.
- B. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor").
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.06 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition.
- B. Stabilize and leave free draining any borrow area, if used.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Hydroseeding, mulching and fertilizer.
- D. Maintenance.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Topsoil material.
- B. Section 31 2200 - Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this section.
- C. Section 31 2323 - Fill: Topsoil material.

1.03 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.04 SUBMITTALS

- A. Topsoil samples.
- B. Certificate: Certify seed mixture approval by authority having jurisdiction.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

2.02 SEED MIXTURE

- A. Permanent Seed Mixture:
 - 1. Mowable mix as per Alabama Department of Transportation Department Standard Specification for applicable zone.
- B. Temporary Seed Mixture:
 - 1. Oats- 72 lb/ acre - Cool Season
 - 2. Foxtail Millet 34 lb/ac - Warm Season

2.03 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

- B. Fertilizer: recommended for grass, with fifty percent of the elements derived from organic sources of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2200.
- B. Place topsoil in accordance with Section 31 2200.

3.02 HYDROSEEDING

- A. Apply seeded slurry with a hydraulic seeder at a rate as per Alabama Department of Transportation Department Standard Specification.
- B. Do not hydroseed area in excess of that which can be mulched on same day.
- C. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- E. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches.

3.03 MAINTENANCE

- A. Provide maintenance at no extra cost to Owner; Owner will provide water.
- B. See Section 01 7000 - Execution Requirements, for additional requirements relating to maintenance service.
- C. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- D. Neatly trim edges and hand clip where necessary.
- E. Immediately remove clippings after mowing and trimming.
- F. Water to prevent grass and soil from drying out.
- G. Roll surface to remove minor depressions or irregularities.
- H. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- I. Immediately reseed areas that show bare spots.
- J. Protect seeded areas with warning signs during maintenance period.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disinfection of site domestic water lines and site fire water lines specified in Section 33 1416.
- B. Testing and reporting results.

1.02 RELATED REQUIREMENTS

- A. Section 33 1416 - Site Water Utility Distribution Piping.

1.03 REFERENCE STANDARDS

- A. AWWA B300 - Hypochlorites; 2010, Addendum 2011.
- B. AWWA B301 - Liquid Chlorine; 2010.
- C. AWWA B302 - Ammonium Sulfate; 2016.
- D. AWWA B303 - Sodium Chlorite; 2010.
- E. AWWA C651 - Disinfecting Water Mains; 2014.

1.04 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Disinfection report:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test locations.
 - 4. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 5. Date and time of flushing start and completion.
 - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- C. Bacteriological report:
 - 1. Date issued, project name, and testing laboratory name, address, and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
 - 6. Coliform bacteria test results for each outlet tested.

1.05 QUALITY ASSURANCE

- A. Submit bacteriologist's signature and authority associated with testing.

PART 2 PRODUCTS

2.01 DISINFECTION CHEMICALS

- A. Chemicals: AWWA B300, Hypochlorite, AWWA B301, Liquid Chlorine, AWWA B302, Ammonium Sulfate, and AWWA B303, Sodium Chlorite.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping system and water well has been cleaned, inspected, and pressure tested.
- B. Schedule disinfecting activity to coordinate with start-up, testing, adjusting and balancing, demonstration procedures, including related systems.

3.02 DISINFECTION

- A. Use method prescribed by the applicable state or local codes, or health authority or water purveyor having jurisdiction, or in the absence of any of these follow AWWA C651.
- B. Provide and attach equipment required to perform the work.
- C. Inject treatment disinfectant into piping system.
- D. Maintain disinfectant in system for 24 hours.
- E. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- F. Replace permanent system devices removed for disinfection.
- G. Pressure test system to the required pressure, psi, as determined by the Local Utility have jurisdiction. Repair leaks and re-test.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Test samples in accordance with AWWA C651.
- C. Contractor shall provide written report confirming disinfection of water lines.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water pipe for site conveyance lines.
- B. Pipe valves.
- C. Fire hydrants.
- D. Pipe and fittings for site water lines including domestic water lines and fire water lines.
- E. Valves, Fire hydrants, and Domestic water hydrants.

1.02 RELATED REQUIREMENTS

- A. Section 03 3001 - Cast-in-Place Concrete (Site): Concrete for thrust restraints.
- B. Section 31 2316 - Excavation: Excavating of trenches.
- C. Section 31 2316.13 - Trenching: Excavating, bedding, and backfilling.
- D. Section 31 2323 - Fill: Bedding and backfilling.

1.03 REFERENCE STANDARDS

- A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- C. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2016.
- D. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2015.
- E. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals; 1998 (Reapproved 2011).
- F. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service; 2009.
- G. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances; 2010.
- H. AWWA C602 - Cement-Mortar Lining of Water Pipelines in Place, 4 In. (100 mm) and Larger; 2011.
- I. AWWA C800 - Underground Service Line Valves and Fittings; 2014.
- J. UL 246 - Hydrants for Fire-Protection Service; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 WATER PIPE

- A. HDPE DR11: AWWA C906
- B. Copper Tubing: ASTM B88, Type K, Annealed:
 - 1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
 - 2. Joints: Compression connection or AWS A5.8M/A5.8, BCuP silver braze.

2.02 VALVES

- A. Gate Valves 3 Inches and Over:
 - 1. AWWA C500, iron body, bronze trim, non-rising stem with square nut, single wedge, resilient seat, flanged ends, control rod, and extension box.

2.03 HYDRANTS

- A. Hydrants: Type as required by utility company and or fire department.

- B. Finish: Primer and two coats of enamel in color required by utility company.

2.04 BEDDING AND COVER MATERIALS

- A. Bedding: As specified in Section 31 2316.13.
- B. Cover: As specified in Section 31 2316.13.

2.05 ACCESSORIES

- A. Concrete for Thrust Restraints: Concrete type specified in Section 03 3001.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building service connection and municipal utility water main size, location, and invert are as indicated.

3.02 PREPARATION

- A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

3.03 TRENCHING

- A. See the sections on excavation and fill for additional requirements.

3.04 INSTALLATION - VALVES AND HYDRANTS

- A. Set valves on solid bearing.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.
- C. Set hydrants plumb; locate pumper nozzle perpendicular to and facing roadway in accordance with Section 21 1100.
- D. Set hydrants to grade, with nozzles at least 20 inches above ground in accordance with Section 21 1100.
- E. Locate control valve 4 inches away from hydrant.
- F. Provide a drainage pit 36 inches square by 24 inches deep filled with 2 inches washed gravel. Encase elbow of hydrant in gravel to 6 inches above drain opening. Do not connect drain opening to sewer.

3.05 FIELD QUALITY CONTROL

- A. Perform bacteria and pressure test in accordance with state and local utility authority having jurisdiction. Provide copies of all test as required.
- B. Contractor shall provide copies of all testing to the engineer.

END OF SECTION