



# **PROJECT MANUAL**

## **Artificial Turn Improvements Sportsblast Complex**

**Shelby County  
Alabama**

**December 2015**

# ARTIFICIAL TURF IMPROVEMENTS SPORTSBLAST COMPLEX

## SPECIFICATION INDEX

Title Sheet

Index

Legal Advertisement

00020 Invitation to Bid  
00100 Instructions to Bidders  
00200 Bid Requirements  
00300 Proposal Form  
01010 Project Summary of Work  
01700 Contract Closeout  
01710 Cleaning  
01740 Warranties and Bonds  
010000 – General Construction  
013119.13 – Pre-Construction Conference  
013300 – Submittals & Substitutions  
321813 – Synthetic Turf

## CONTRACT FORMS

Sample Public Works Contract

Sample Change Order Form

Sample Advertisement of Completion

Alabama Department of Revenue – Sales Tax Notice

Attachments:

Drawing SP1.0 – Layout and Materials Plan Revised 11/12/15

## LEGAL NOTICE ADVERTISEMENT

Sealed bids for turn key **Artificial Turf Improvements at the Sportsblast Complex** in Shelby County will be received by the Shelby County Commission in Work Session Conference Room located in the Shelby County Administration Building, 200 West College Street in Columbiana, Alabama until 2:00 p.m. local time on January 21, 2016, at which time Bids will be opened and publicly read.

A mandatory pre-bid conference will be held in the Work Session Conference Room in the County Administration Building on January 14, 2016 at 10:00am local time. Any questions must be submitted in writing to Reed Prince at [rprince@shelbyal.com](mailto:rprince@shelbyal.com) or by fax at 205/669-3920. Replies will be by addendum. This project involves, but is not limited to the turn key **Artificial Turf Improvements** as indicated in the specifications and drawings.

All interested bidders may obtain copies of the Bid Documents at the office of Facilities & General Services 280 McDow Drive Columbiana, AL 35051.

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INVITATION TO BID**

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**Section 00020 - Page 1 of 2**

**December 17, 2015**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**INVITATION TO BID**

Sealed Bids for the Artificial Turf Improvements at the Sportsblast Complex, will be received by the Shelby County Commission in the Office of the County Manager, Shelby County Administration Building, 200 West College Street, Columbiana, AL 35051 until 2:00 p.m. central standard time on January 21, 2016, at which time Bids will be opened and publicly read. The Shelby County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

**General Information**

The Contractor shall provide all necessary labor, materials, tools, permits, licenses and equipment required to complete the work.

The project shall be **entirely complete within forty five (45) calendar days** of an awarded contract and written Notice to Proceed.

The proposal package includes Specifications and Drawings, a copy of which is available for examination Monday through Friday from 8:00 a.m. to 3:30 p.m. in the office of the Facilities & General Services Department, 280 McDow Drive, Columbiana, AL 35051. Additional bid packages may be obtained in accordance with the Instruction to Bidders.

A certified check or bid bond for the lesser of five percent (5%) of bid or \$10,000 made payable to the Shelby County Commission must accompany each bid. The bidder's proposal must be submitted in triplicate on a complete original proposal available as provided above. Bidders are required to be licensed in accordance with State law. The right to reject any or all bids is reserved.

All bidders **must** use our form for submitting their bid. All bids must be sealed and marked in the lower left-hand **"BID- Artificial Turf Improvements – Sportsblast Complex" with opening date and time**. Late bids will not be opened. Bids will not include any Local, County, or State sales tax. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file and the Commission Minutes.

**Insurance and Licensing Requirements**

This contract shall not be executed by the County Manager until the successful bidder has supplied the following information in a timely manner, as outlined in the attached contract specifications:



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INVITATION TO BID**

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**Section 00020 - Page 2 of 2**

- A. Section 84 State/County privilege license and all other required license(s).
- B. Proof of Insurance containing additional coverage for the Shelby County Commission, its successors, and/or assigns.
- C. Immigration Compliance Documents

**Disqualification of Bids**

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information or other details of the bid; or
- D. Failure to include the Bid Bond.

**Method of Award**

The award will be made to the lowest responsive bidder meeting specifications on the Base Bid plus accepted alternates. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with the specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission. Upon the awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

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Alex Dudchock  
County Manager

**END OF SECTION**

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INSTRUCTIONS TO BIDDERS**

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**Section 00100 - Page 1 of 5**

**1.01 SECURITY DOCUMENTS**

Bidders may obtain sets of Bid Documents from the Facilities & General Services Office located at 280 McDow Drive in Columbiana, AL 35051.

**1.02 BID FORM**

- A. In order to receive consideration, prepare all bids in strict accordance with the following:
1. Prepare bids upon the forms provided therefore, in triplicate and properly executed and with all items filled in.
  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 or electronic bid or 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.

**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 in the form referenced in the Project Manual.
  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.

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INSTRUCTIONS TO BIDDERS**

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**Section 00100 - Page 2 of 5**

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 Bid.

**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 Project Manual and all other proposed Contract 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 Contract 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.
5. **All Bidders shall note that a mandatory Pre-Bid conference will be held January 14, 2016 at 10:00 a.m. in the Work Session Conference Room in the Shelby County Administration Building located at 200 West College Street, Columbiana, Alabama 35051.**

**B. Interpretation of Contract 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 Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may **submit to the Owner a written request** via facsimile (205/669-3920) 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 Contract 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**



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INSTRUCTIONS TO BIDDERS**

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**Section 00100 - Page 3 of 5**

**signature of an officer of the bidding party does not appear.**

- c) The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

**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 receiving bids.
2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof. This 60 day period may be extended by mutual agreement between Bidder and Owner.
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 has proposed 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. Bidder shall use AIA Document G805, List of Subcontractors.
2. Prior to contract award the apparent low bidder, upon request by the Owner, shall provide within 48 hours, the following information to substantiate bidders competency to perform the work:
  - Letters of recommendation from project owners for three (3) similar projects constructed by bidder within the last three (3) years.
  - Name of bidder's proposed superintendent, resume and list of minimum of three (3) similar projects successfully completed by superintendent within last three (3) years. Project Owner contact information shall be included for verification.
  - List of all projects completed within the last three (3) years. The Owner may obtain appraisals of bidders performance on past projects to establish competency of bidder. Evaluation shall include quality of workmanship, claims for change orders or time

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INSTRUCTIONS TO BIDDERS**

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**Section 00100 - Page 4 of 5**

extensions and would contractor be considered for future projects.

**1.06 EXECUTION OF AGREEMENT**

- A. Public Works Contract (Sample Attached).
- 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. 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 Contract Documents.
- D. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.
- E. 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.
- F. It is the responsibility of the Contractor to make application for qualification of exemption for tax exemption. See Exhibit 1 – Alabama Department of Revenue Sales Tax Notice.

**1.07 CONTRACT TIMES**

- A. Contractor agrees that the work will be substantially complete within 45 days from 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 and whether or not arising by active interference by the Owner and his agents and employees, the Owner 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



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**INSTRUCTIONS TO BIDDERS**

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**Section 00100 - Page 5 of 5**

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.

**1.08 LIQUIDATED DAMAGES**

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$100.00 per day shall be applied as damages and not as a penalty.

**1.09 COORDINATION**

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

**1.10 SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 991-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518, as published in the "Federal Register", Volume 36, NO. 75, Saturday, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- C. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.

**END OF SECTION**

ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX

BID REQUIREMENTS

Section 00200 - Page 1 of 2

**Sportsblast Complex  
Artificial Turf Improvements**

**BID REQUIREMENTS**

**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 labor ..... as 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, Shelby County Parks and Recreation Authority, their 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 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

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**BID REQUIREMENTS**

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**Section 00200 - Page 2 of 2**

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". A statement of the above indemnity coverage and conditions shall be included on the Insurance Certificate.

This Contract shall not be awarded by the County Manager until the successful Bidder has supplied, in a timely manner the following:

1. Section 84 - State/County privilege license and all other required licenses.
2. Proof of insurance containing additional coverage for the Shelby County Commission, its successors or assigns.
3. Proof of Immigration Compliance (E-Verify MOU).

**BASIS FOR AWARD:**

The Shelby County Commission reserves the right to reject any or all bids and to waive any informalities or technicalities and to proceed in the Shelby County Commission's best interest. It is not the policy of the Shelby County Commission to award on the basis of low bid only. The Shelby County Commission reserves the right to accept any Alternates as deemed most beneficial to the Shelby County Commission.

**ADVERTISEMENT OF COMPLETION:**

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion (see sample form within this document) in a newspaper of general circulation in Shelby County, Alabama, once a week for four consecutive weeks. Prior to final payment to the Contractor proof of publication of said notice shall be submitted by the Contractor to the Shelby County Commission by affidavit of the publisher and a printed copy of the notice. In no instance shall a final settlement be made upon the Contract until the expiration of thirty (30) days from the completion of the Contract.

**END OF BID REQUIREMENTS**



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**PROPOSAL FORM**

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**Section 00300 - Page 1 of 3**

**Bids shall be submitted in triplicate.**

**DATE:** January 21, 2016  
2:00 p.m. Local Time

**TO:** Mr. Alex Dudchok  
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:

**Sportsblast Complex Artificial Turf Improvements  
Birmingham, 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 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:

**\$** \_\_\_\_\_

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. The period for acceptance of bid may be extended by mutual agreement between Bidder and Owner.
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.
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

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**PROPOSAL FORM**

**Section 00300 - Page 2 of 3**

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.

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 as a **"LUMP SUM."** The Bidder agrees to perform all necessary work described in the **BID DOCUMENTS** for the following **TOTAL LUMP SUM BID**, constituted by the **BASE BID**:



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**PROPOSAL FORM**

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**Section 00300 - Page 3 of 3**

**BASE BID:**

Artificial Turf Improvements

Base Bid: \$ \_\_\_\_\_

Estimated Sales Tax (not included above): \$ \_\_\_\_\_

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.

**WITNESSES:**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
BY (Legal Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
BY (Legal Signature)

The full names and residences of persons and firms interested in foregoing Bid as Principals are as follows:

Legal Name of Bidder(s)

\_\_\_\_\_  
Name / Title (Print)

\_\_\_\_\_  
BY (Legal Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name / Title (Print)

\_\_\_\_\_  
BY (Legal Signature)

\_\_\_\_\_  
Address

**END OF SECTION 00300**

**Part 1 – General**

1.01 SECTION INCLUDES

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

1.02 SUMMARY OF THE WORK

- A. This project will consist of providing all labor, material, permits, licenses and equipment as necessary to install new artificial turf per specifications and drawings as detailed in the bid documents entitled – Project Manual for Artificial Turf Improvements Shelby County Alabama December 2015.

1.03 GENERAL REQUIREMENTS

- A. *Material Providers Qualifications:* The manufacturers of all materials used must be reputable and regularly engaged in the manufacture of the particular material for the use and service to which it will be subjected.
- B. *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.
- C. *Protection of public and private property:* Take special care in working areas to protect public and private property to include vehicles and adjacent buildings. 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.
- D. *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.
- E. *Preservation of Existing Vegetation:* Take reasonable care during roofing replacement to avoid damage to vegetation.

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**PROJECT SUMMARY**

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Section 01010 - Page 2 of 2

**Part 2 – Products**

Use of manufactures, trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

**Part 3–Execution**

**END OF SECTION**

**I. Part 1 – General**

**1.01 SUBSTANTIAL COMPLETION**

- A. 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. The Owner will generally point out his reasons; he will not be obligated to give an exhaustive list of discrepancies.
- B. Contractor's Duties are to remedy the deficiencies and send the Owner another written Notice of Substantial Completion.
- C. 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 FINAL COMPLETION**

- A. When this Project is considered to be complete, Contractor shall submit certification indicating the following:
  - a. Contact 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.

**1.03 CONTRACTOR'S CLOSEOUT SUBMITTALS REQUIRED**

- A. Documents required by State Licensure inspectors and other authorities having jurisdiction.
- B. Project Record Documents: Comply with Section 01720

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**Contract Closeout**

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**Section 01700 Page 2 of 3**

- C. Maintenance Data: Comply with Section 01730
- D. Warranties and Bonds: Comply with Section 01740
- E. Evidence of Payment and Release of Liens: Comply with requirements and Conditions of the Contract
- F. Consent of Surety to Final Payment
- G. Certificates of Insurance for Products and Completed Operations: Comply with Supplementary Conditions
- H. Closeout documents shall require written acceptance by the governing agency.

**1.04 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.

**1.05 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.

**1.06 FINAL PAYMENT**

Owner will make final payment.

**1.07 POST-CONSTRUCTION INSPECTION**



**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**Contract Closeout**

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**Section 01700 Page 3 of 3**

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

**I. Part 1 – General**

1.01 CLEANING

- A. The Contractor is responsible for clean up daily.
- B. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- C. **During the course of the work, keep streets clean from mud, dirt, debris, and other materials removed from the job site. Promptly remove from the streets mud and dirt tracked by vehicles. Should any pavement surface or utility become damaged or marred as a result of the construction process, or hauling of materials, the Contractor shall repair the damage to the satisfaction of the Owner, at Contractor's own expense.**
- D. Upon completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for construction work to follow, and ready for occupancy, as applicable.
- E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - a. There is a "No Burn" requirement on this project. Do not burn or bury rubbish and waste materials on project site. Dispose of all waste in accordance with local ordinances.
  - b. Do not dispose of volatile waste such as mineral spirits, oil, and paint thinner in storm drains and/or sanitary sewers.
- F. Hazard Control:
  - a. Store volatile wastes in covered metal containers, and remove from premises daily.
  - b. Prevent accumulation of waste that might cause hazardous conditions.
  - c. Provide adequate ventilation during use of volatile and noxious substances.

1.02 DURING CONSTRUCTION

- A. Clean grounds, and public properties and keep free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to prevent dust.
- C. During progress of Work clean site and public properties and dispose of waste materials, debris and rubbish.

**ARTIFICIAL TURF IMPROVEMENTS  
SPORTSBLAST COMPLEX**

**Cleaning**

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**Section 01710 Page 2 of 2**

- D. Provide on-site containers for collection of waste materials, debris, and rubbish. Type of container is at Contractor's option. Provide containers with adequate capacity to accommodate anticipated needs. If containers do not have adequate capacity, increase intervals of waste removal or capacity of containers until adequate capacity is provided.

**1.03 FINAL CLEANING**

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. Remove debris and rubbish from the work areas.
- C. Repair, patch, and touch-up marred surfaces to specified finish and to match adjacent surfaces.
- D. Prior to Final Completion, or Owner Occupancy, Contractor shall conduct an inspection of all work areas, to verify that the entire work is clean.

**II. Part 2 – Products**

Not Used

**III. Part 3 – Execution**

Not Used

END OF SECTION

**Part 1 – General**

1.01 WARRANTIES AND BONDS

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 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 for the entire completed project.
- B. Verify that documents are in proper form, contain full information, and are notarized.

END OF SECTION



**SECTION 01 00 00 - GENERAL CONSTRUCTION**

**PART 1 - GENERAL**

- 1.1 Purpose of Specifications and Scope of Work: It is the intention of these Specifications, together with the accompanying Drawings, to accomplish the work at the project site in accordance with the best standards of construction. The scope of work for this project shall consist of furnishing all labor, materials, equipment, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the several classes of work under this project. Provisions covering any special conditions, materials or construction not covered on the Drawings or in these Specifications will be included in the Contractor's proposal.
- 1.2 Notes on the Drawings: The Contractor is responsible for notes on the Drawings that call attention to particular requirements or conditions. The fact that these requirements or conditions are not called out in the specifications does not relieve the Contractor of responsibility for these requirements or conditions.
- 1.3 Verify dimensions: Verify all dimensions prior to beginning the various work items under this Contract. Immediately report any discrepancies from the Drawings to the Landscape Architect in writing for his action. Failure of the Contractor to report such discrepancies will be interpreted as the Contractor having accepted such conditions, and modifications as required by the Landscape Architect will be made at no additional cost to the Owner.
- 1.4 Protection of Persons and Property:
  - A. Provide barricades, temporary fencing, warning lights and other measures to the extent, which the Contractor determines, necessary to protect the public, workmen and the work.
  - B. Provide additional protection of the existing site as follows:
    1. Protect existing structures, installations, natural features, etc., not designated to be removed from damage as a result of work under this Contract.
- 1.5 Coordination of Work with That of the Owner and Other Contractors: It is the responsibility of the Contractor under this Contract to coordinate his work with that of the Owner and other contractors who may be working on the project site or adjacent project sites.



- 1.6 Approvals and Rejections of Materials and Work: The selection of all materials required by the Drawings and Specifications is subject to the approval of the Landscape Architect. The Landscape Architect has the right to reject any and all materials and any and all work into which materials have been incorporated, which in his opinion, does not meet with the requirements of the specifications at any stage of the operations. The Contractor at his expense will remove all rejected materials from the site. Rejected work will be replaced with work of the specified quality or corrected as directed by the Landscape Architect at no additional cost to the Owner.
- 1.7 Location of Materials: All materials herein specified and shown on the Drawings are to be located and certified by the Contractor's notarized statement as available for construction and installation at the time to be installed as called for in the Contractor's proposal. Such notarized statement is to be submitted by the Contractor within fifteen (15) calendar days following contract award.
- 1.8 Delivery, Storage and Handling:
  - A. Deliver all packaged or containerized materials to project site in manufacturer's original packaging or containers.
  - B. Deliver all non-packaged on non-containerized materials to project site in a manner that will prevent loss, damage, deterioration or contamination.
  - C. Store all materials to prevent loss, damage, deterioration or contamination.

**PART 2 - QUALITY ASSURANCE**

- 2.1 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by these specifications.
- 2.2 All workmen shall have sufficient skill and experience to properly perform the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.
- 2.3 All equipment, which is proposed to be used on the work, shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to adjacent property, sidewalks, paving, roadways or buildings will result from its use.

- 2.4 When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Landscape Architect. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Landscape Architect to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements.
- 2.5 If after trial use of the substituted methods or equipment, the Landscape Architect determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods or equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Landscape Architect may direct. No changes will be
- 2.5 made in the basis of payment for the construction items involved nor in contract time as a result of authorizing a change in methods or equipment under these provisions.

### **PART 3 - CLEANING AND WASTE DISPOSAL**

- 3.1 Continuously, promptly and legally remove and dispose, off-site, of all waste and excess materials during the course of construction unless otherwise directed in writing by the Landscape Architect.
- 3.2 When all work has been completed in an area, clean all structures, paving, fixtures, plantings and other items to the satisfaction of the Landscape Architect. Remove resulting debris, rubbish and waste from the work site and dispose of as specified.

**END OF SECTION**



**SECTION 01 31 19.13 - PRECONSTRUCTION CONFERENCE**

**PART 1 - GENERAL**

- A. Preconstruction conference will be scheduled within ten (10) days after the Owner has issued Notice to Proceed; exact time and place to be announced concurrently with Notice to Proceed.
- B. Provide attendance by authorized representatives of the Contractor and all major subcontractors.
- C. Landscape Architect will compile minutes of the conference and will furnish three copies to the Contractor. Contractor may make and distribute such other copies as he wishes.
- D. Contractor's relationships with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not to be determined by the preconstruction conference.

**1.1 Conference Agenda:**

- A. At the minimum, distribute data on and discuss:
  - 1. Organizational arrangement of Contractor's forces and personnel and those of subcontractors, material suppliers and Landscape Architect.
  - 2. Channels and procedures for communications.
  - 3. Proposed construction schedule. Contractor to submit three (3) copies in written and/or graphic form.
  - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
  - 5. Processing of shop drawings and other data submitted to the Landscape Architect.
  - 6. Processing of field instructions, change orders and requests for payment.
  - 7. Rules and regulations governing performance of the Work.

**END OF SECTION**



**SECTION 01 33 00 - SUBMITTALS AND SUBSTITUTIONS**

**Part 1 - GENERAL**

**1.1 SUMMARY:**

- A. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
- B. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Landscape Architect.
- C. Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- D. Make all submittals of Shop Drawings, Samples, Requests for Substitution, Record Drawings and other items in strict accordance with this Section.
- E. Related Work Described Elsewhere: Individual requirements for submittals are described in pertinent other sections of these Specifications.

**1.2 QUALITY ASSURANCE:**

- A. Coordination of Submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted, and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
- B. Certificates of Compliance:
  - 1. Certify that all materials used in the Work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found to not meet specified requirements.
  - 2. Show on each certification the name and location of the Work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
  - 3. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed and results of the test or tests.

- 1.2 B. 4. Upon completion of the Work, and as a condition of its acceptance, submit to the Landscape Architect all Certificates of Compliance.

**1.3 SUBMITTAL SCHEDULE:**

- A. Submit all Samples, Shop Drawings, Requests for Substitution, Record Drawings and other items in a timely manner to preclude delay in construction progress.
- B. Within fifteen (15) days after Notice to Proceed, and before any items are submitted for review, submit to the Landscape Architect three (3) copies of a complete and comprehensive listing of all submittals anticipated to be made during the progress of the Work. Revise and update the listing as necessary to reflect conditions and sequences.

**1.4 SHOP DRAWINGS:**

- A. Scale and Measurements: Make all shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the items and its method of connection to the Work.
- B. Reproductions of the Contract Drawings will not be used for shop or erection drawings except with written consent.
- C. Type of Prints Required: Submit all shop drawings in the form of one sepia transparency of each sheet plus one blue line or black line print of each sheet. Blueprints will not be acceptable.
- D. Reproduction of Review Shop Drawings: Printing and distribution of review Shop Drawings for the Landscape Architect's use will be by the Landscape Architect. All review comments of the Landscape Architect will be shown on the sepia transparency when it is returned to the Contractor. The Contractor shall make and distribute all copies required for his purposes.
- E. Maintain one print of each shop drawing bearing the Landscape Architect's review comments at the project office and keep in good condition.
- F. No shop drawings bearing Landscape Architect's notation of "Rejected" or "Revise and Resubmit" shall be on the Work site for any purpose and any work installed incorrectly from any shop drawing shall be corrected at no change in contract price.

**1.5 MANUFACTURERS' LITERATURE:**

- A. General: Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.



- 1.5 B. Number of Copies Required: Submit the number of copies required by the various specification sections plus three (3) copies which will be retained by the Landscape Architect.

1.6 SAMPLES:

- A. Accuracy of Samples: Samples shall be of the precise article proposed to be furnished.
- B. Number of Samples Required: Unless otherwise specified, submit all samples in the quantity which is required to be returned plus one (1) which will be retained by the Landscape Architect.
- C. Reuse of Samples: In situations specifically so approved by the Landscape Architect, the Landscape Architect's retained sample may be used in the construction as one of the installed items.
- D. Colors and Patterns: Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Landscape Architect for review and selection.

1.7 TEST REPORTS:

- A. Number of Copies Required: Submit the number of copies which are required for return plus three (3) copies which will be retained by the Landscape Architect.
- B. Processing: Promptly process and distribute all required test reports and related instructions to insure necessary retesting, replacement of materials, or both, as required, and with the least possible delay in progress of the Work.
- C. All test reports shall be signed by the authorized representative of the testing agency or agencies approved by the Landscape Architect.

1.8 SUBSTITUTIONS:

- A. Approval Required:
1. Contract is based on the standards of quality established in the Contract Documents.
  2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Landscape Architect before being incorporated into the Work.
  3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Landscape Architect.
  4. The Landscape Architect will not consider requests for substitution prior to award of the Contract for Construction.

- 1.8 B. "Or Equal":
1. Where the phrase "or equal" or "or approved substitute" occurs in the Contract documents, do not assume that materials, equipment or methods will be approved as equal unless the item has been specifically approved for this Work by the Landscape Architect.
  2. The decision of the Landscape Architect will be final.
- 1.9 Record Drawings: Record drawings as required by various specification sections will be submitted as follows:
- A. When work starts, the Landscape Architect will furnish two (2) complete sets of prints of Drawings for the Contractor's use in preparing record drawings. All corrections, variations and deviations, including those required by change orders, if any, must be recorded in colored ink or colored pencil at the end of each working day on these prints. The marked prints shall be available at all times for the Landscape Architect's inspection.
  - B. Prior to examining the request for final payment or making any response thereto, the Landscape Architect shall receive from the Contractor one (1) complete set of the prints, marked as stated above, indicating the actual completed installation of the work included under this contract.
  - C. The Landscape Architect will, as applicable, review and/or forward the marked prints to the Consulting Engineer for review. They will then be returned by the Landscape Architect to the Contractor for use in preparing record drawings.
  - D. When work is completed, Contractor shall purchase from Landscape Architect (at Landscape Architect's printing cost) one (1) set of reproducible prints of applicable drawings for use in preparing record drawings. Contractor shall transfer the information from the marked prints to the record drawings, removing all superseded data in order to show the actual completed conditions.
    1. Accurately show location, size and elevation of new work and its relationship to any existing structures, utilities, obstructions, etc., contiguous to the area of work.
    2. Block out areas modified by change order and identify them by change order number.
- 1.10 IDENTIFICATION OF SUBMITTALS:
- A. General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.
  - B. Internal Identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.



- 1.10 C. Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.
- D. Submittal Log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. Make the submittal log available for the Landscape Architect's review upon request.

**1.11 COORDINATION OF SUBMITTALS:**

- A. General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:
1. Determine and verify all interface conditions, catalog numbers and similar data.
  2. Coordinate with other trades as required.
  3. Clearly indicate all deviation from requirements of the Contract Documents.
- B. Grouping of Submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

**1.12 TIMING OF SUBMITTALS:**

- A. General: Make all submittals far enough in advance of scheduled dates for installation to provide time required for all reviews, for securing necessary approvals, for possible revisions and resubmittals and for placing orders and securing delivery.
- B. Landscape Architect's Review Time: In scheduling, allow at least ten (10) calendar days for review by the Landscape Architect following his receipt of the submittal.
- C. Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

**1.13 LANDSCAPE ARCHITECT'S REVIEW:**

- A. General: Review by the Landscape Architect shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- B. Authority to Proceed: The notations "Reviewed, no exceptions noted" or "Reviewed, exceptions noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Landscape Architect's review comments.

- 1.13 C. Revisions: Make all revisions required by the Landscape Architect. If the Contractor considers any required revision to be a change, he shall so notify the Landscape Architect as provided for under "Changes" in the General Conditions. Show each drawing revision by number, date and subject in a revision block on the drawing. Make only those revisions directed or approved by the Landscape Architect.
- D. Revisions after Approval: When a submittal has been reviewed by the Landscape Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

**END OF SECTION**

**SECTION 32 18 13 - SYNTHETIC TURF**

**PART 1- GENERAL**

- 1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- 1.2 SUMMARY:
  - A. Furnish all labor, materials, tools and equipment necessary to provide and install all synthetic turf as indicated on the Drawings. The installation of all new materials shall be performed in strict accordance with the manufacturer's installation instructions and in accordance with all approved shop drawings.
  - B. Perimeter edge attachment required for the system as recommended by the manufacturer.
- 1.3 SUBMITTALS:
  - A. Prior to the Landscape Architect approval of a specified synthetic turf system, specify in writing that turf system does not violate any other manufacturer's patents, patents allowed or patents pending.
  - B. Standard printed specifications of the synthetic turf system to be installed on this project along with Manufacturer's data.
  - C. An affidavit attesting that the synthetic turf material to be installed meets the requirements defined by the manufacturer's currently published specifications and any modifications outlined in those technical specifications.
  - D. Three (3) synthetic turf samples, 6"x6" in size, of each color of the same synthetic turf to be installed.
  - E. Prior to ordering of materials:
    1. Submit Shop Drawings indicating:
      - a) Field Layout
      - b) Field Marking Plan and details.
      - c) Roll/Seaming Layout
      - d) Methods of attachment and perimeter conditions.
      - e) Installation details; edge detail, other insets and covers.
    2. Submit the fiber manufacturer's name, type of fiber and composition of fiber.
  - F. Prior to Final Acceptance, submit to the Owner:
    1. Three (3) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and markings.
    2. Project Record Documents: Record actual locations of seams, drains or other pertinent information.
    3. Warranty: Submit Manufacturer Warranty and ensure that forms have been completed in Owner's name and registered with Manufacturer



**1.4 STANDARDS:**

- A. ASTM Standard Test Methods (latest standard):
  - D1577- Standard Test Method for Linear Density of Textile Fiber
  - D5848- Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering
  - D418- Standard Test Method for Testing Pile Yarn Floor Covering Construction
  - D1338- Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings
  - D1682- Standard Method of Test for Breaking Load and Elongation of Textile Fabrics
  - D5034- Standard Test Method of Breaking Strength and Elongation of Textile Fabrics(Grab Test)
  - F1015- Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces
  - D4491- Standard Test Methods for Water Permeability of Geotextiles by Permittivity
  - D2859- Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
  - F355- Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
  - F1936- Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field
  - D1557- Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. National Collegiate Athletic Association (NCAA).
- C. The Synthetic Turf Council, Inc., Suggested Guidelines for Crumb Rubber in Synthetic Turf Systems.
- D. The Synthetic Turf Council, Inc., Suggested Guidelines for the Essential Elements of Synthetic Turf Systems.

**1.5 QUALITY ASSURANCE:**

- A. Installer Qualifications:
  - 1. Provide competent workmen skilled in this specific type of synthetic grass installation.
  - 2. The designated Supervisory Personnel on the project must be certified, in writing by the turf Manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the infill mixture.
  - 3. The Manufacturer shall have a representative on site to certify the installation and Warranty compliance.
- B. Prior to the beginning of installation, the installer of the synthetic turf shall inspect the sub-base and accept in writing the sub-base surface planarity and compaction. The Installer shall have the dimensions of the field and locations for markings measured by a registered surveyor to verify conformity to the specifications and applicable standards. A record of the finished field as-built measurements shall be made.
- C. Provide the necessary testing data to the owner that the finished field meets the required shock attenuation, as per ASTM F1936-07.

**1.6 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver products to project site in wrapped condition.
- B. Store products under cover and elevated above grade.



**SPORTS BLAST COMPLEX  
ARTIFICIAL TURF IMPROVEMENTS  
SHELBY COUNTY, ALABAMA**

**December 2015**

**1.7 WARRANTEES:**

- A. Refer to General Conditions of the Contract, Article 35 for additional requirements..
- B. Provide a warranty to the owner that covers defects in materials and workmanship of the turf for a period of 8 years from the date of Substantial Completion. The turf manufacturer must verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's requirements.
- C. The manufacturer's warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the owner or the manufacturer.
- D. Provide a Warranty to the owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the manufacturer's recommendations and any written directives of the Manufacturer's onsite representative.
- E. All turf warranties shall be non prorated, limited to repair or replacement of the affected areas, at the option of the Manufacturer, and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the Owner of all pertinent invoices.
- F. The synthetic turf must maintain an ASTM 355 G-max of between 125-165 for the life of the Warranty.
- G. The turf manufacturer's warranty shall include a site visit every year for the life of the warranty, to ensure the proper G-max is maintained.

**1.9 MAINTENANCE SERVICE:**

- A. Train the Owner's facility maintenance staff in the use of the turf Manufacturer's recommended groomer.
- B. Train the Owner's facility maintenance staff in daily maintenance and proper upkeep of the field.

**Part 2 - MATERIALS**

**2.1 GENERAL:**

- A. The synthetic turf and all components shall be of national reputation with previous acceptance at all levels of competition.
- B. The turf fabric shall be manufactured and installed by a sole responsible entity. Installation "subcontractors" shall not be permitted unless pre-qualified and approved by the Landscape Architect.
- C. All components and their installation method shall be designed and manufactured for the use on outdoor athletic fields. The materials specified are to withstand full climate exposure, be resistant to insect infestation, rot, fungus, mildew, ultra-violet light and heat degradation, and shall have the basic characteristics of flow through drainage, allowing free movement of surface run-off through the turf and into the subsurface drainage layer.
- D. The finished playing surface shall appear as mowed grass with no irregularities.

2.2 SYNTHETIC TURF:

- A. The component materials of the synthetic turf system consist of:
1. A carpet made of polyethylene fibers tufted into a fibrous, porous backing.
  2. An infill that is a controlled mixture of rubber crumb and sand that partially covers the carpet.
  3. Glue, thread, seaming fabric and other materials used to install and mark the synthetic turf.
- B. The installed synthetic turf shall have the following minimum properties:
- | Standard         | Property                    | Specification                                  |
|------------------|-----------------------------|--|
| ASTM D1577       | Fiber Denier                | 8800 nominal                                   |
| ASTM D418/D5848  | Pile Height                 | 2 1/4" nominal (min)                           |
| ASTM D418/D5848  | Pile Weight                 | 40 oz./sq. yd. (min)                           |
| ASTM D1335       | Tuft Bind                   | 7 lbs. (without infill)                        |
| ASTM D1335       | Tuft Bind                   | 12 lbs. (with infill)                          |
| ASTM D1682/D5034 | Grab Tear (width)           | 207 lbs/force                                  |
| ASTM D1682/D5034 | Grab Tear (length)          | 297 lbs/force                                  |
| ASTM F1015       | Relative Abrasiveness Index | 20.2   |
| ASTM D4491       | Carpet Permeability         | >30 inches/hour                                |
| ASTM D2859       | Flammability (Pill Burn)    | Pass   |
| ASTM F355/F1936  | Impact Attenuation, Gmax    | =<110 at installation<br>=<165 over field life |
- C. The Carpet shall consist of fibers tufted into a primary backing with a secondary backing and the following minimum properties:
1. The Carpet shall be furnished in 15' wide rolls. Rolls shall be long enough to go from sideline to sideline without splicing. The perimeter white line shall be tufted into the individual sideline rolls. Head seams, other than at sidelines, will not be acceptable
  2. The Carpet's primary backing shall be a minimum double-layered fabric treated with UV inhibitors. The secondary backing shall permanently lock the fiber tufts in place.
  3. The fiber shall be 8,800 denier (minimum), TenCate Tapeslide XP, low friction, UV-resistant fiber measuring not less than 2 1/4" inches high or approved substitute.
- D. The Infill materials shall be approved by the Manufacturer. The Infill shall consist of selected and graded ground rubber crumb and washed silica sand.
- E. Thread for sewing seams of turf shall be as recommended by the synthetic turf Manufacturer.
- F. Glue and seaming fabric for inlaying lines and markings shall be as recommended by the synthetic turf Manufacturer.

2.4 FIELD GROOMER:

- A. Provide one (1) 'Synthetic Sports Turf Groomer' as manufactured by Greens Groomer (Phone 888-298-8852) or approved substitute.



**SPORTS BLAST COMPLEX  
ARTIFICIAL TURF IMPROVEMENTS  
SHELBY COUNTY, ALABAMA**

**December 2015**

**2.5 FIELD SWEEPER:**

- A. Provide one (1) 'LitterKat' Sweeper, with a towing mechanism compatible with a field utility vehicle as manufactured by Greens Groomer (Phone 888-298-8852) or approved substitute.

**Part 3 - EXECUTION:**

**3.1 GENERAL:**

- A. The installation shall be performed in full compliance with approved Shop Drawings.
- B. Only trained technicians, skilled in the installation of athletic synthetic turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, topdressing or brushing operations.
- C. The designated supervisory personnel on the project must be certified, in writing by the turf Manufacturer, as competent in the installation of the system.

**3.2 EXAMINATION:**

- A. Verify that all sub-base is complete prior to installation.
- B. The surface to receive the synthetic turf shall be inspected by the Installer, and prior to the beginning of installation, the Installer must accept in writing the sub-base surface. The surface must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

**3.3 INSTALLATION:**

- A. Install system in accordance with Manufacturer's instructions. Any variance from these requirements must be accepted in writing, by the Manufacturer's onsite representative, and submitted to the Landscape Architect/Owner, verifying that the changes do not in any way affect the warranty. Infill materials shall be approved by the Manufacturer and installed in accordance with the Manufacturer's standard procedures.
- B. The carpet rolls are to be installed directly over the properly prepared base.
- C. The full width rolls shall be laid out across the field. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline. No head or cross seams will be allowed in the main playing area between the sidelines. Utilizing sewing or gluing procedures, each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf.
- D. Install specific inlays as required by the drawings and specifications and in accordance with the Manufacturer's standard procedures.
- E. Infill materials shall be applied in numerous thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth determined by the Manufacturer.
- F. The Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The Infill shall be placed so that there is a void of  $\pm \frac{3}{4}$ " to the top of the fibers.

**SPORTS BLAST COMPLEX  
ARTIFICIAL TURF IMPROVEMENTS  
SHELBY COUNTY, ALABAMA**

**December 2015**

- 3.3
  - G. Synthetic turf shall be attached to the perimeter edge detail in accordance with the Manufacturer's standard procedures. Edge detail shall result in a straight, tight, firmly attached edge that will resist de-lamination forces associated with normal play and use.
  - H. Install specified short nap synthetic turf to lids and covers of all valve and utility boxes located in synthetic turf areas.
- 3.5 **CLEANING:**
  - A. Protect installed turf from subsequent construction operations.
  - B. Do not permit traffic over unprotected surface.
  - C. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
  - D. All usable remnants of new material shall become the property of the Owner.
  - E. The Contractor shall keep the area clean throughout the project and clear of debris.
  - F. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.
- 3.6 **OTHER MATERIALS AND EQUIPMENT:**
  - A. Repair Materials – Upon substantial completion, provide directly to Owner the following items in the minimum quantities indicated:
    - 1. Turf Fabric, 500 s.f. with at least one piece 15' wide and 30' long.
    - 2. 4" width Color Fabric, Minimum 100 l.f. of each color specified for inlaid line striping.
    - 3. 500 lbs. ground rubber in weatherproof bags.

**END OF SECTION**





## *PUBLIC WORKS CONTRACT*

**SHELBY COUNTY and \_\_\_\_\_**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, between the SHELBY COUNTY COMMISSION (herein called the COUNTY) and \_\_\_\_\_ (herein called the CONTRACTOR). Agreement concerns the \_\_\_\_\_ (herein called the PROJECT).

### WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the COUNTY officials.

NOW, THEREFORE, the COUNTY and the CONTRACTOR do mutually agree as follows:

### **Section 1. CONTRACTOR**

The COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the COUNTY, in a proper manner as determined by the COUNTY. CONTRACTOR must supply to the COUNTY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Performance bond with penalty equal to 100% and Payment bond with penalty equal to 50% of contract price before commencing work; and
- B) Certificate of Insurance (with unconditional cancellation clause)
- C) Section 84 Business License

### **Section 2. Scope of Services**

The CONTRACTOR shall provide construction and other professional and technical services to the COUNTY to include, but not necessarily be limited to, being responsible for \_\_\_\_\_ in compliance with county rules and regulations, industry standards and Attachment "A" hereby made part of this contract.

### **Section 3. Time of Performance**

Services to be provided shall commence upon execution of this contract and will continue for a period of time not to exceed \_\_\_\_\_ calendar days from the receipt of notice to proceed unless extended upon written agreement by and between COUNTY and CONTRACTOR.

#### Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(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 Agreement, 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 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 as follows:

(1) COUNTY:                      Shelby County - Reed Prince  
   280 McDow Drive  
   Post Office Box 467  
   Columbiana, Alabama 35051  
   Telephone: 205/670-6460  
   Facsimile: 205/669-3920

(2) CONTRACTOR:

#### 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 in the amount of \_\_\_\_\_ as specified in the specifications and bid documents. 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. COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of PROJECT by advertising in the Shelby County Reporter. The advertisement must run once per week for four (4) weeks. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the COUNTY, final settlement will be made as the same is due.

(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):

\_\_\_\_\_ 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 - General.* This Agreement may be terminated at any time for any reason by the CONTRACTOR or Shelby County. The party desiring to terminate this Agreement shall give written notice to the other party of its intent to terminate.

(b) *Termination of Contract for Cause/Breach of Contract.* If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his 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 shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

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.

(c) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this contract at any time 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 herein, the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said project.

(d) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, to be administered in accordance with the contract documents, 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.

(e) *Assignability.* The CONTRACTOR shall not assign any interest on 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 Agreement shall be binding upon and inure to the benefit of any successor to Shelby County and such successor shall be deemed substituted for Shelby County under the terms of this Agreement. As used in this Agreement, 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 Shelby County for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors and administrators.

(f) *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.

(g) *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.

(h) *Waiver of Trial by Jury.* The parties to this Agreement 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 Agreement and the relationship which arises here from. 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.

(i) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the City of Columbiana and the COUNTY(s).

(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 of 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 he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of 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 which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual 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 Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of Shelby 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. Independent CONTRACTOR Relationship**

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing Shelby County with services as a contractor and or independent contractor. Amounts paid to the CONTRACTOR by Shelby County as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that Shelby 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. CONTRACTOR is not considered to be an agent or employee of Shelby County for any purpose and the CONTRACTOR will not be eligible to participate in any benefits Shelby County provides for its own employees. It is further understood and agreed that Shelby County does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

#### **Section 10. Indemnification and Liability**

The COUNTY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. 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 the performance of all work herein provided for. Contractor shall further indemnify COUNTY and hold COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by COUNTY in defending any claim or lawsuit made against COUNTY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of Contractor related thereto.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this agreement to be executed

by their duly authorized officers on the day and year first above written.

SHELBY COUNTY COMMISSION

By: Alex Dudchock, County Manager

Date

ATTEST:

\_\_\_\_\_

Date

\_\_\_\_\_

Date

By: (Print Name):

ATTEST:

\_\_\_\_\_

Date

\_\_\_\_\_





ATTACHMENT "A"  
*Insert Name of Project*  
*Insert Location of Project*

- 1) Prior to start of the Work, provide insurance certificate indicating insurance coverage acceptable to Shelby County. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 2) 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.
- 3) 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.

- 4) Work must be coordinated with County.
- 5) Construction documents include Project Manual dated \_\_\_\_\_, Drawings \_\_\_\_\_ dated \_\_\_\_\_, Addendum No. 1 dated \_\_\_\_\_, etc. are included as part of this Contract.
- 6) Contractor must maintain work space clean and free of debris.
- 7) Debarment, Suspension and Other Responsibility Matters Form.



## 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: \_\_\_\_\_



PUBLIC WORKS CONTRACT  
SHELBY COUNTY

**CHANGE ORDER**

DATE: \_\_\_\_\_

CHANGE ORDER NO: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_  
COST CODE NO: \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_

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	\$	_____
AMOUNT OF PREVIOUS CHANGES	\$	_____ \$0.00
AMOUNT OF THIS CHANGE	\$	_____
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: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: County Manager  
DATE: \_\_\_\_\_

## FORM OF ADVERTISEMENT FOR COMPLETION

### LEGAL NOTICE

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that \_\_\_\_\_ (Contractor), has completed the Contract for (Construction / Renovation / Alternation / Equipment / Improvement) of \_\_\_\_\_  
(insert project name)

at

\_\_\_\_\_  
(insert location data in County or City)

for the State of Alabama and the (County) (City) of \_\_\_\_\_, Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify:

\_\_\_\_\_  
(Architect)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding \$50,000.00 for project less than \$50,000.00, run one time only . Proof of publication is required.



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

ST: EXC-01  
1/14

Application For  
Sales and Use Tax Certificate of Exemption  
FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of  
sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

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

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE) <input type="checkbox"/> Exempt Entity <input type="checkbox"/> General Contractor <input type="checkbox"/> Sub-Contractor		NAICS CODE
APPLICANT'S LEGAL NAME		FEIN
DBA		CONSUMER'S USE TAX ACCOUNT NUMBER
MAILING ADDRESS		
CONTACT PERSON		BUSINESS TELEPHONE NUMBER (    )
ESTIMATED START DATE	ESTIMATED COMPLETION DATE	
REASON EXEMPTION IS CLAIMED		

JOB DESCRIPTION

WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No		ESTIMATED POLLUTION CONTROL COST \$
TOTAL BID AMOUNT \$	LABOR COST \$	MATERIAL COST \$



PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

Exterior Painting-Sheriff's Operation Center and Jail

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC

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

OWNERSHIP INFORMATION:

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

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

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

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

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

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

Exempt entity must provide a copy of the contract accepted by the General Contractor. The General Contractor must provide a copy of the contract and a list of sub-contractors to the Department of Revenue, Sales and Use Tax Division. Any updates, additions and/or deletions, must also be submitted to the Department within 30 days of occurrence.

REVENUE DEPARTMENT USE ONLY

Examiner's Remarks

Examiner Date

Supervisor's Recommendation

Supervisor Date



JULIE P. MAGEE  
Commissioner

# State of Alabama Department of Revenue

([www.revenue.alabama.gov](http://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](mailto: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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**SPORTSBLAST COMPLEX**  
**ARTIFICIAL TURF IMPROVEMENTS**  
SHELBY COUNTY, AL



REVISIONS:  
1 11/12/15 PER COMMENTS

ISSUED:  
11/10/15 PRELIMINARY

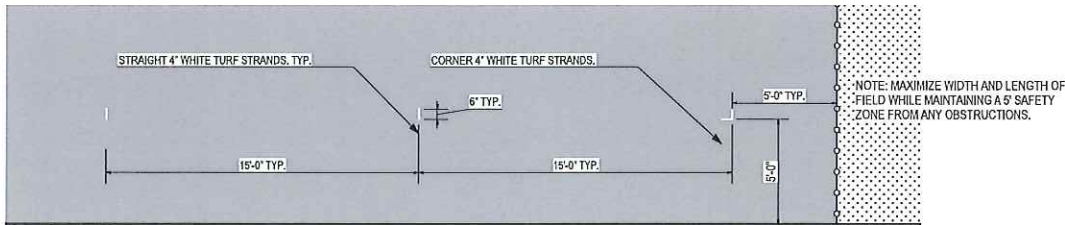
SHEET TITLE:  
**LAYOUT AND MATERIALS PLAN**

DRAWN: SMH CHECKED: EWN

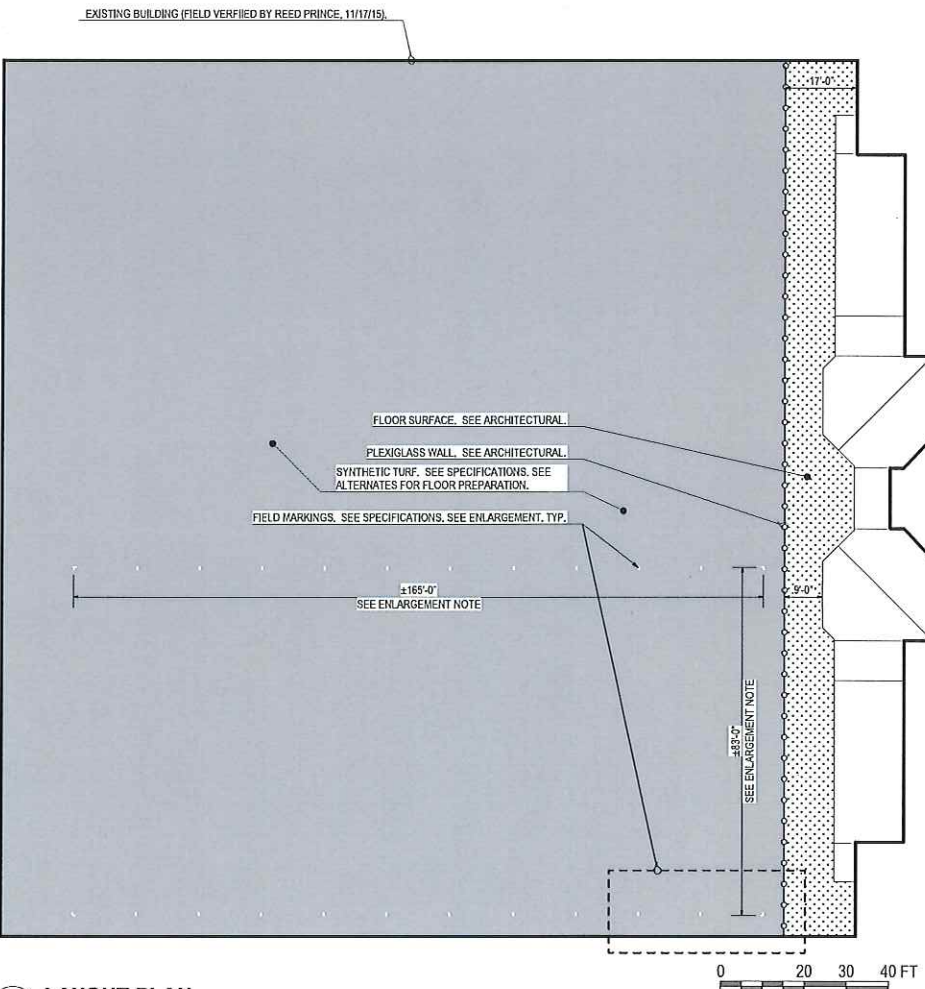
SHEET

**SP1.0**

SEQUENCE: 1 OF 1  
PROJECT No. C15015



**3 FOOTBALL FIELD MARKING ENLARGMENT**  
Scale: 1/4" = 1'-0"



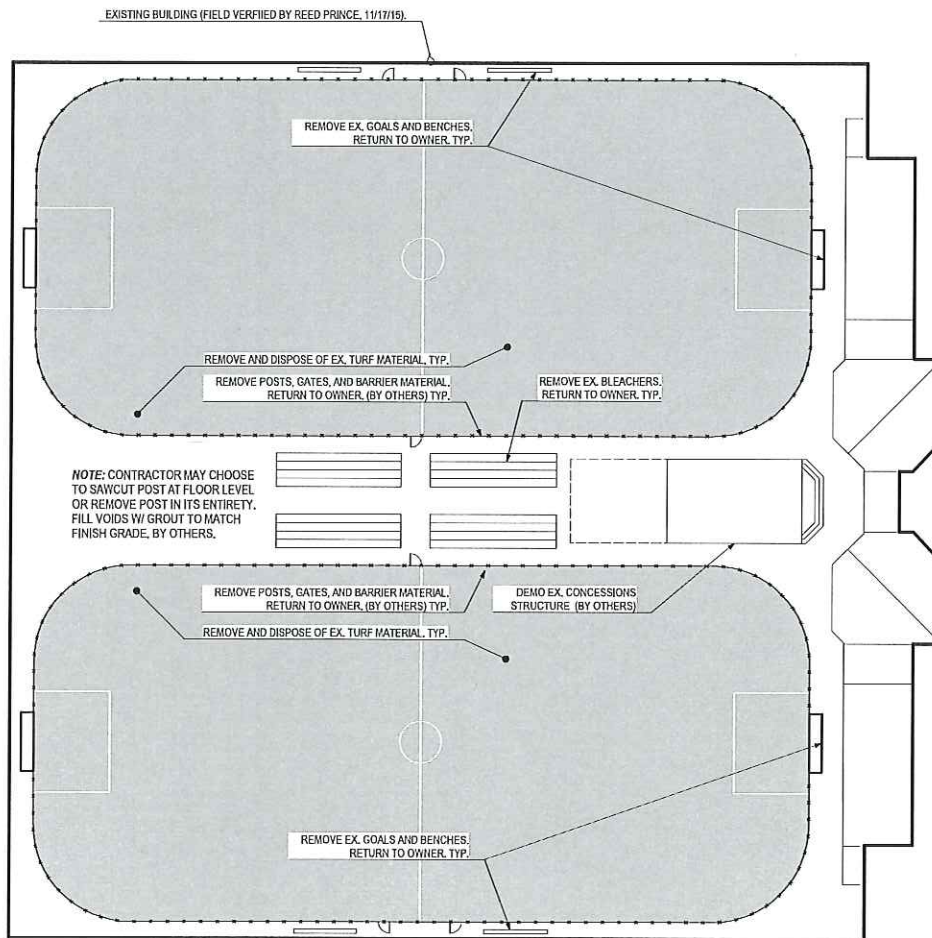
**2 LAYOUT PLAN**  
Scale: 1" = 20 ft

**DEMOLITION/ SITE PREPARATION NOTES:**

1. COMPLY WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS DURING ALL OPERATIONS.
2. DISPOSE OF ALL MATERIALS RESULTING FROM DEMOLITION OPERATIONS OFF OWNER'S PROPERTY UNLESS OTHERWISE NOTED OR DIRECTED.
3. REFER TO MATERIAL LAYOUT PLAN FOR ADDITIONAL INFORMATION AND/OR REQUIREMENTS WHERE EXISTING CONSTRUCTION MEETS NEW CONSTRUCTION.
4. IDENTIFY LIMITS OF DEMOLITION AND MARK INTERFACE SURFACES AS REQUIRED TO CLEARLY DESIGNATE ITEMS TO BE REMOVED AND ITEMS TO REMAIN INTACT.
5. CONTRACTOR TO COORDINATE WITH OWNER PRIOR TO ANY DEMOLITION REGARDING ITEMS TO BE SALVAGED, RECYCLED, AND REUSED. CONTRACTOR SHALL REMOVE ITEMS TO BE SALVAGED WITH EXTREME CAUTION TO PREVENT DAMAGE. CONTRACTOR SHALL TURN ALL SALVAGED ITEMS OVER TO OWNER.
6. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL UTILITIES TO REMAIN.

**LAYOUT NOTES:**

1. ALL WORK WILL CONFORM TO ALL LOCAL, COUNTY AND STATE CODES AND REGULATIONS. OBTAIN ALL PERMITS, LICENSES, ETC. REQUIRED FOR EXECUTION OF WORK.
2. LAYOUT WORK AND VERIFY ALL DIMENSIONS PRIOR TO ACTUAL CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BEFORE CONTINUING WORK.
3. CONDUCT ALL OPERATIONS TO AVOID DAMAGE TO OR DISTURBANCE OF STRUCTURES TO REMAIN.
4. ANY VARIATION FROM DRAWINGS OR SUBSTITUTIONS IN MATERIALS WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT ONLY.
5. THE CONTRACTOR SHALL, FOR HIS OWN PROTECTION, VERIFY THE PRESENCE AND LOCATION OF ALL UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.
6. CHECK DIMENSIONS GIVEN ARE FOR FIELD VERIFICATION OF LAYOUT. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
7. CONTRACTOR IS RESPONSIBLE FOR THE PROPER MANAGEMENT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS GENERATED BY THIS PROJECT. ALL CONSTRUCTION AND DEMOLITION WASTE SHALL BE MANAGED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS AND TO AN ADEM APPROVED DISPOSAL FACILITY.
8. CLEAN-UP, REMOVE AND PROPERLY DISPOSE OF ALL DEBRIS, WASTE AND EXCESS CONSTRUCTION MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN READY FOR OWNER'S USE.



**1 DEMOLITION PLAN (BY OTHERS)**  
Scale: 1" = 20 ft