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TRANSMITTAL COVER SHEET

DATE: January 22, 2025

TO: ALL PLAN HOLDERS OF RECORD

FROM: KEITH STRICKLAND

GRAVITY SEWER EXTENSION FOR THE ASHLAND INDUSTRIAL PARK
BENEFITTING BLUE'S OIL & WASH IN THE CITY OF ASHLAND, ALABAMA
FOR THE CITY OF ASHLAND
CDBG PROJECT NO. SM-ED-PF-23-002
ARC PROJECT NO. AL-21116-2023
GMC PROJECT NO. CBHM230062(2)

RE: ADDENDUM NO. 1 AND
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN E-MAIL BACK TO ashley.morris@gmcnetwork.com FOR OUR RECORDS AND
TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

NAME *(PLEASE PRINT)*

FIRM *(PLEASE PRINT)*

DATE RECEIVED *(PLEASE PRINT)*

If there are any problems with this transmittal, please contact sender, at the number listed above.



ADDENDUM NUMBER 1

GRAVITY SEWER EXTENSION FOR THE ASHLAND INDUSTRIAL PARK
BENEFITTING BLUE'S OIL & WASH IN THE CITY OF ASHLAND, ALABAMA
FOR THE CITY OF ASHLAND
CDBG PROJECT NO. SM-ED-PF-23-002
ARC PROJECT NO. AL-21116-2023
GMC PROJECT NO. CBHM230062(2)

1. Revisions to Project Manual

- 1.1 The following revisions are hereby added as Addendum No. 1 to the referenced Project Manual and Plans and shall be considered when preparing bids.
- 1.2 The bid proposal has been updated, removing the pay items "Site Work", and "Traffic Control Measures", which have now become subsidiary obligations of the various bid items. Also, the redundant "Erosion Control Measures" has been removed from the bid proposal.
- 1.3 In section 01 0300, "Special Project Provisions", sub-section 1.9, "TRAFFIC CONTROL" has been updated to reflect that it is now a subsidiary obligation of the various bid items.
- 1.4 In section 01 1500, "Measurement and Payment", updates were made to remove sub-sections "Clearing and Grubbing", "Site Work", and "Traffic Control Measures".
- 1.5 Wage Rate 20250069 1-3-2025 replaces previous wage rate in project manual.

2. Attachments

- 2.1 Wage Rate 20250069 1-3-2025
- 2.2 Revised Bid Proposal
- 2.3 Revised Section 01 0300 Special Project Provisions
- 2.4 Revised 01 1500 Measurement and Payment
- 2.5 Sign in Sheet from Prebid Meeting

3. Acknowledgement of Receipt

- 3.1 Receipt of Addendum No. 1 shall be acknowledged in two ways:
 - 3.1.1 Note on Page 1 of the Bid for Unit Price Contracts – Bidder acknowledges receipt of "Addendum No. 1."
- AND**
- 3.1.2 EMAIL Goodwyn Mills Cawood, LLC immediately at ashley.morris@gmcnetwork.com and confirm that EMAIL has been received with signed transmittal acknowledgement.

4. Conclusion

- 4.1 This is the end of Addendum No. 1, dated Wednesday, January 22, 2025.

BID PROPOSAL - REVISED PER ADDENDUM No. 1

**PROJECT: GRAVITY SEWER EXTENSION FOR
THE ASHLAND INDUSTRIAL PARK BENEFITTING
BLUE'S OIL & WASH IN THE CITY OF ASHLAND, AL
GMC PROJECT NO. CBHM230062(2)
CDBG PROJECT NO. SM-ED-PF-23-002
ARC PROJECT NO. AL-21116-2023**

BIDDER: _____

BASE BID:

GENERAL:

<u>Item No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	LS	Mobilization & General Conditions (N.T.E. 3% of Total Bid)	\$ LS	\$
2	1	LS	Cleanup, Grassing, Mulching & Landscape Restoration	\$ LS	\$
3	1	LS	Erosion Control Measures	\$ LS	\$
4	1	LS	Allowance - Owner's Contingency	\$ LS	\$ 25,000.00
5	1	LS	Allowance - Construction Materials Testing	\$ LS	\$ 5,000.00
GENERAL ITEMS TOTAL (LINE ITEMS 1-5):					\$

GRAVITY SEWER EXTENSION:

<u>Item No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
6	434	LF	10" SDR26 PVC Gravity Sewer Main (Various Depths)	\$	\$
7	2	EA	48" Diameter Manhole	\$	\$
8	1	EA	Connect to Existing Manhole	\$	\$
9	1	LS	Bypass Pumping	\$ LS	\$
10	434	LF	Gravity Sewer Post-Construction CCTV Inspection	\$	\$
GRAVITY SEWER EXTENSION TOTAL (LINE ITEMS 6 - 10):					\$
BASE BID TOTAL (LINE ITEMS 1 - 10):					\$

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within fifteen (15) days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted: _____

By: _____

Title: _____

Company: _____

(Business Address & Zip Code)

(seal - if bid is by a corporation)

Superseded General Decision Number: AL20240069

State: Alabama

Construction Type: Heavy
Including Water and Sewer Line Construction

Counties: Chambers, Cherokee, Clay, Cleburne, Coosa, Jackson, Randolph, Talladega and Tallapoosa Counties in Alabama.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
Operating Engineers:		
Crane and Cherry Picker.....	\$ 31.52	13.98
Oiler.....	\$ 28.45	13.98

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

 SUAL2007-154 11/28/2007

	Rates	Fringes
ELECTRICIAN.....	\$ 15.96 **	3.57
LABORER: Common or General.....	\$ 8.54 **	0.00
LABORER: Pipelayer.....	\$ 10.13 **	0.00
OPERATOR: Backhoe.....	\$ 13.46 **	0.00
OPERATOR: Bulldozer.....	\$ 16.60 **	2.64
OPERATOR: Drill.....	\$ 9.50 **	2.36
OPERATOR: Grader/Blade.....	\$ 12.59 **	1.33
OPERATOR: Loader (Front End)....	\$ 11.67 **	0.00
OPERATOR: Roller.....	\$ 9.45 **	0.00
OPERATOR: Scraper.....	\$ 9.78 **	0.18
OPERATOR: Trackhoe.....	\$ 12.00 **	0.00
TRUCK DRIVER.....	\$ 15.70 **	5.86

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

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 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.75) or 13658
 (\$13.30). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

SECTION 01 0300 – SPECIAL PROJECT PROVISIONS

PART 1 - GENERAL

1.1 GENERAL:

- A. The Contractor shall obtain the licenses and pay the building fees as required for the completion of this construction.
- B. Owner is exempt from Alabama state sales and use taxes on materials and equipment to be incorporated in the work of this project. Said taxes shall not be included in the Bid.
- C. In the event that bids exceed the funds available, the Owner reserves the right to exercise all or any combination of deleting sections or parts thereof to bring the construction cost within the funds available.
- D. All work shall be done in accordance with City of Ashland's Rules and Regulations, the latest ADEM and EPA guidelines, and the latest ALDOT standard specifications and guidelines (when working within the ALDOT ROW). The amount bid for this Contract shall include all costs related to erosion control procedures, compliance with all current OSHA regulations, and building construction permits.
- E. The work covered by this contract consists of furnishing all materials, labor, equipment, tools, supplies and appurtenances necessary for the construction and testing of water main installation, gravity sanitary sewer line installation, roadway extension off Alabama Highway 9 and related appurtenances as shown on the plans, and as directed by the Engineer and Owner. All equipment, materials and methods of construction shall be subject to the approval of the Engineer. The Contractor shall comply with OSHA regulations on confined space entry, as published CFR on April 14, 1993.
- F. All Special Provisions as detailed herein are intended to amend and/or clarify the other Specifications as noted.
- G. All excavation shall be bid on an unclassified basis. No extra payment will be made for required hand excavation to minimize the destruction of landscaping and vegetation that must remain or be replaced. No extra payment for removal of rock and other hard material will be made, and all costs for this type of work must be included in the amounts bid in the Proposal. No extra payment will be made for muck excavation or the removal of any wet, unstable, or unsuitable soil. Should any unsuitable soil be encountered, the Contractor is responsible for procuring suitable material for pipe trench backfill in those areas and all costs for this work must be included in the amounts bid in the Proposal. The Contractor is required to inspect the area to his satisfaction prior to turning in a Bid Proposal.

1.2 GENERAL CONTRACTOR REQUIREMENTS:

- A. All Bidders shall be prepared to submit a satisfactory qualification and experience record, as outlined in this specification, at the request of the Owner.

- B. The Contractor shall have an adequate number of experienced personnel and available equipment to place on the project to successfully perform the work within the completion period.
- C. The Bidder shall have successfully completed construction of at least five (5) comparable projects similar in scope and size. Comparable projects should also include projects similar in nature.
- D. Subcontractors shall have no less than 5-years verifiable experience in their trade and no less than 5-years verifiable experience in their business enterprise contracting for work under this project. The type of work subcontracted for this project shall be the principal business of the Subcontractor.
- E. Superintendents and foremen, or other individual in the lead or supervisory position for any portion of the Work under this Contract shall have no less than 7-years verifiable experience in performing the type of work they are responsible for.
 - 1. The Contractor shall submit resumes of work and project experience for their Superintendent and foremen, as soon as possible and at least within five calendar days of receipt of the Contract to be executed for the Work, for review and acceptance by the Owner and Engineer.
- F. The Owner anticipates and desires to award the project shortly after the bid opening. Therefore, it is imperative that the Bidder be prepared to submit all required qualification information to the Engineer soon after the bid opening. The Bidder may submit this information with their bid.
- G. Applicants may not be deemed qualified if:
 - 1. The Applicant fails to submit an adequate Qualification Statement, including failing to provide all required documentation, when requested by the Engineer;
 - 2. The Applicant fails to meet the Technical and Corporate Experience Requirements;
 - 3. Reasonable grounds exist that Applicant is involved in collusion among other applicants.
 - 4. The Applicant, or any of its principals, is currently disbarred from bidding on public entity work in any State.
- H. Final determination of Applicant's qualification status rests solely with the Owner.
- I. QUALIFICATION STATEMENT: Bidders shall be prepared to submit the following information with the bid in order for the Owner to evaluate the Bidders' qualifications during the evaluation of the bids:
 - 1. Firm name, address, number, contact.
 - 2. Legal form of business (Corp, etc.) and date started.
 - 3. Name of parent company, sister company, etc.
 - 4. List name and residence (City and State) of all officers, owners, partners and principals. Identify relationship of each to the firm and if active in the firm.
 - 5. Current State of Alabama Contractor's License – License Number, Bid Limit, Classification.
 - 6. Provide a statement that Applicant has not defaulted on a project nor failed to complete a project within the past ten years. If this is not the case, explain and provide project contact information.

7. Provide a statement that Applicant has not filed for bankruptcy or been judged bankrupt at any time over the past nine years. If this is not the case, explain. Provide a document signed and notarized by a Company officer.
8. Provide a statement that Applicant has not been involved in liquidated damages in the past five years. If this is not the case, explain and provide contact information.
9. Provide a list of all projects under contract over the last five years, with a construction contract amount in excess of \$250,000.
10. Provide a statement that the Applicant has never abandoned a project, even temporarily, during a dispute. If this is not the case, please explain and provide contact information.
11. Provide a statement whether Applicant has or has not been involved in litigation as a plaintiff against an Owner, Design Firm or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests, in the past five years. If Applicant has, explain and provide contact information. List any lawsuits or administrative actions to which the Applicant is currently a party or has been a party (either as a plaintiff or defendant) during the past ten years. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an Owner or other. Identify the project giving rise to the suit or administrative action, explain the basis of the claim, and whether a settlement was reached or a judgment entered into for or against the Applicant or the Applicant's bonding company or insurance company.
12. Provide a statement that the Applicant, as well as all of its affiliated companies, is not involved in any dispute, formal claim, or litigation with the Owner, nor any authority or organization with which the Owner has a vested interest. If this is not the case, please explain.
13. List all other projects currently under contract in the United States, the current contract amounts and scheduled completion dates.
14. State percentage of contract amount that bidder will perform with its own forces.
15. List possible subcontractors that may be utilized on the project and the work each subcontractor will perform.
16. In reference to the Similar Projects in Paragraph 1.2.C, provide the following complete description of each project, with Owner, Engineer and Contractor's project manager/superintendent information; the date completed; bid amount and final contract amount, with change order amounts and explanation; contract completion period versus actual completion time and explanation; any claims, disputes or litigation by or against the Contractor.
17. List all gravity sewer projects completed within the past two years with a brief project description and Owner contact information.
18. List all gravity sewer projects and the Owner contact information.
19. Provide a list of project staff including superintendents or foreman and provide a statement of the number of complete pipeline crews assigned to the Project.
20. Provide the following information regarding completion of past work:
 - a. Within the last five years, has your firm failed to complete any work awarded to it? (If Yes, attach a written explanation.)

- b. Within the last five years, has applicant been involved in liquidated damages or has a claim prepared by an attorney or claims consultants, excluding routine change orders? (If Yes, attach a written explanation.)
- c. Within the last five years, has applicant been involved in litigation against Owner or Engineering firms? (If Yes, attach a written explanation.)
- d. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers or Owners? (If Yes, attach a written explanation.)

1.3 TIME FOR COMPLETION OF WORK:

- A. The Contractor may proceed to award the sub-contracts, assemble materials, etc., at any time after award of Contract and Notice to Proceed with Work is given. For purposes of liquidated damages, the Contractor's official time for construction to start on work shall be the date of Notice to Proceed with Work, and completion of same shall be within the number of consecutive calendar days indicated in the Contract Documents.
- B. Acceptance of the completed Work of this Contract will be at a single date after all work is completed, and not in Phases.
- C. Nothing in the Contract Documents shall permit or be construed to permit payment to the Contractor for any extended overhead or profit due to completion of the project extending beyond the Contractual completion date. In no event shall the Owner or Engineer be liable to the Contractor for damage due to any delay to any portion of the work of this Contract.
- D. Delays due to inclement weather will not be considered on this project with the exception of a tropical event.

1.4 CONTRACTOR'S USE AND LIMITATIONS OF THE SITE:

- A. All work shown will be performed within the areas outlined on the plans. Should the Contractor need temporary construction easements, then the Contractor shall be responsible for securing them from the landowner(s). All Bidders are hereby advised that ALDOT standards must be adhered to during any construction within ALDOT right-of-way.
- B. The Contractor shall limit the number of vehicles on the job site by shuttling work crews. No excessive construction equipment will be allowed.
- C. The Contractor shall take the necessary precautions to ensure that no part of the existing public works (streets, storm drains and other utilities) is damaged as a result of his operations. Any damage that does occur shall be promptly repaired by the Contractor at his expense. The Owner urges the Contractor to use rubber-tired equipment when operation on the Highway in order to prevent damage to the asphalt. The Contractor may use a layer of heavy neoprene to protect the roadway.
- D. In the event that a hurricane or tropical storm approaches the area, the Contractor shall secure all equipment, move all materials and prepare the construction site accordingly.
- E. The Contractor shall return all areas to pre-construction condition upon completion of work, at a minimum.

1.5 CONSTRUCTION SCHEDULE AND INSTALLATION PLAN:

- A. In addition to the construction schedule requirements stated in General and Supplemental General Conditions, the Contractor shall prepare a detailed installation plan for the work for approval by the Engineer and shall submit the plan to the Engineer for review prior to the preconstruction conference.
- B. The Contractor's Installation Plan must consider the following criteria:
 - 1. Subsurface geotechnical conditions
 - 2. Restoration of site affected by construction.
 - 3. Environmental impacts of construction activities.
 - 4. Existing utilities and infrastructure and business operations.
- C. Upon award of the project, the Contractor shall work with the Owner and Engineer to have the contracts executed immediately.

1.6 ACCEPTABLE INCLEMENT WEATHER DAYS:

- A. Delays due to rain will be considered, only if the number of rain days is in excess of the average of days with precipitation of 0.01 inch or more for a city within a 100 mile radius of the project's location. This information can be found at www.climate-zone.com.
- B. If the radius overlaps with a nearby city, then the city with the shortest radius from the project location shall be used.
- C. If the project location does not fall within a 100 mile radius, the following schedule shall be used as the default.

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
11	9	10	8	8	9	12	9	8	6	8	10

- D. If admissible rain delay days occur, inclement weather delays may also be applicable. Inclement weather may include, in addition to rain delay days, "dry-out" days at a rate no greater than 1 make-up day for each day or consecutive days of precipitation that total 1.0 inch or more.
- E. On-site records of daily rain and/or temperature readings shall be kept by the Contractor and may be accepted to verify weather and/or temperature variations which prevent earthwork, foundation and slabs, and/or roofing materials installation. The Inspector will also be required to maintain on-site records of daily rain and/or temperature.
- F. Cold Weather concreting shall be per ACI 306. The Contractor shall have a calibrated thermometer on site which is logged by the inspector and contractor prior to any concrete pours during cold weather.
- G. Notice of inclement weather delay days must be submitted by the Contractor to the Inspector for review on the first day of every month.

1.7 MOBILIZATION, GENERAL CONDITIONS, FEES, PERMITS:

- A. Included in the Proposal is a pay item to cover all costs related to mobilizing, obtaining permits, license, bonds and insurance for this project. The Contractor shall include in the amount bid for this item all costs related to providing bonds, insurance, and other security, permits and permitting costs as required under this contract. The bidder shall limit this pay item to no more than three (3) percent of the total base bid. Any additional cost related to this item shall be included in the other various bid items.
- B. The Contractor is required to obtain all city licenses, building permits, and fees from the appropriate regulatory bodies. The Contractor is responsible for all fees associated with hauling off and proper disposal of all debris and construction spoils.

1.8 PROTECTION OF WORK, PROPERTY AND PERSONS:

- A. The Contractor shall thoroughly document the existing condition of all structures, landscaping and improvements in all areas where the construction work may result in actual damage or in damage claims. All costs associated with photographs, videotapes and other similar documentation shall be included in the bid prices. The method of providing this documentation of existing conditions shall be acceptable to the Engineer, and a complete set of the documentation shall be available to the Owner and the Engineer to help settle any disputes which may arise concerning what work is required to return property to its original condition or concerning property damage.

1.9 TRAFFIC CONTROL:

- A. It shall be the responsibility of the Contractor for all traffic control along any portion of the project. Where required, all necessary flagmen, traffic cones and drums, and traffic control plans shall be in place on both City roads and State Highways to meet the governing department's specifications.
- B. The Traffic Control Plan shall be in conformance with the Latest Edition of the Manual on Uniform Traffic Control Devices.
- C. The Contractor should consider the prices for traffic control measures when preparing bids for this project.
- D. All associated cost for Traffic Control Measures shall be a subsidiary obligation under the various bid items.

1.10 OBSTRUCTIONS AND EXISTING UTILITIES:

- A. The Contractor is cautioned that several underground utilities exist within the existing Right-of-Way and along much of the pipeline routes. These utilities may include gas, water, sewer, power, fiber, telephone, etc.. Some utilities may not be shown on the plans. The Contractor shall be responsible for locating and protecting all existing utilities, whether shown on the plans or not.
- B. All existing utilities and structures shown on the plans are for reference only. The Contractor is responsible for verifying all locations prior to beginning work.
- C. The site of the proposed work will be on the site of existing water infrastructure and other utilities. Any damage to any of the objects on site, both in service or out of service, shall be

repaired or replaced to existing condition of better.

- D. These repairs shall be conducted at no additional expense to the owner and shall be considered a subsidiary obligation of the various bid items.
- E. This includes but not limited to the existing water mains, valves, valve markers, meters, service tubing, etc.
- F. All costs associated with locating existing utilities and working around them shall be included in the total price bid. The Contractor shall conduct a thorough and complete investigation to determine the exact location of all existing utilities before beginning work. It is imperative that the Contractor determine the horizontal and vertical location of utilities in advance in order for adjustments to be made to the existing utilities. If at any time the existing utilities come in conflict with the proposed work (i.e. proposed line intersects an existing utility), all work in that area shall stop and the Contractor and/or his agent shall notify the Engineer immediately. Neither the Contractor nor his agents shall take it upon themselves to adjust or relocate existing utilities.
- G. The Contractor is to use extreme care in protection of all utilities and drainage structures throughout the work process.
- H. It shall be the Contractor's responsibility to contact utility companies 48 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.
- I. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.11 SUBSURFACE GEOTECHNICAL INVESTIGATION:

- A. A subsurface geotechnical investigation has not been performed. The Contractor is responsible for verifying subsurface conditions in areas of the project as required to complete the proposed improvements. Any subsurface investigation required by the Contractor shall be included in the various bid prices.

1.12 PIPE:

- A. The prices bid for the various items shall include everything necessary for a complete and workable installation.
- B. All unpaved road patches, whether indicated on the plans or not, shall be patched as a subsidiary obligation of the various bid items.

1.13 EROSION CONTROL MEASURES:

- A. The Contractor shall be responsible for compliance with all Federal and State regulations and statutes as relating to storm water permitting, erosion control and compliance with a BMP plan.
- B. The different erosion control measures are broken out into individual line items.

- C. These are measured and paid in accordance with Section 01 1500 – Measurement and Payment.

1.14 WARRANTIES:

- A. All equipment supplied under these Specifications shall be warranted by the Contractor and the equipment manufacturers for a period of one (1) year. Warranty period shall commence on the date of Owner acceptance.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the Owner.
- C. The manufacturer's warranty period shall run concurrently with the Contractors warranty or guarantee period. No exception to this provision shall be allowed. The Contractor shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for all the equipment specified.
- D. In the event that the manufacturer is unwilling to provide a one (1) year warranty commencing at the time of the Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty starting at the time of equipment delivery to the job site. This two-year warranty shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

1.15 PLANS & SPECIFICATIONS:

- A. The Contractor will be furnished with three (3) complete sets of Drawings and Project Manuals. Any additional sets required can be purchased for the payment fee as stipulated in the Advertisement for Bids.

1.16 ALLOWANCE – CONSTRUCTION MATERIALS TESTING:

- A. A lump sum cash allowance of \$10,000 is given in the Bid Form for required material and compaction/density testing, and concrete testing to be performed during construction.
- B. Goodwyn Mills Cawood, LLC. will perform the required testing to ensure project requirements are met. Contact Andrew Fuller at (334) 271-3200 for coordination of this work.

1.17 OWNER'S CONTINGENCY ALLOWANCE:

- A. A lump sum cash allowance of \$25,000 is given in the Bid Proposal to cover additions and/or changes in the work that may arise during construction. Items included under this allowance shall first be approved by the Owner and Engineer prior to completing the work. Any unused portion of the allowance shall be credited back to the owner thru a final summary change order.

1.18 CONCLUSION:

- A. The preceding specifications, together with the plans are intended to provide the Owner with a complete and workable system for the amounts bid in the Proposal. These prices shall therefore include all minor items which are not specified in detail but which would normally be provided.

- B. The foregoing clause is intended to cover minor items. Any bidder or manufacturer of equipment who should discover a major omission in the plans and specifications is requested to so notify the Engineer before bids are received in order that a suitable addendum may be issued.

PART 2 – PRODUCTS – (Not Used)

PAET 3 – EXECUTION – (Not Used)

END OF SECTION 01 0300

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SECTION 01 1500 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 GENERAL:

- A. For the information and guidance of bidders, the following explanation of the bid form items is made. The omission or reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as a part of the Contract. The quantities set forth in the bid form are approximate and are given to establish a uniform basis for the comparison of bids. The Owner reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract. Unit prices are used as a means of computing the final figures for bid and contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.
- B. Payment shall be made on the basis of work actually performed toward the completion of each item in the Contract proposal and construction cost breakdown, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the Drawings and described in the Specifications.
- C. The Contractor shall assume responsibility for all materials and equipment stored, protection of his product and compliance with all federal, state and local safety regulations.
- D. **The Contractor will be paid only for satisfactorily installed and tested quantities. All material order quantities shall be taken from field measurements after approval from the Engineer. The Owner will not pay for excess leftover materials. All quantities derived or measurements taken from project plan sheets shall be considered estimates only.**
- E. **All excavation shall be bid on an “unclassified” basis. All costs for this type of work must be included in the amounts bid in the Proposal. No extra payment will be made for rock excavation or for muck excavation or the removal of any wet, unstable, or unsuitable soil. Should any unsuitable soil be encountered, the Contractor is responsible for procuring suitable material for backfill in those areas and all costs for this work must be included in the amounts bid in the proposal. The Contractor is required to inspect the area to his satisfaction prior to turning in a Bid Proposal.**

1.2 BID ITEMS:

- A. Mobilization & General Conditions (N.T.E. 3% of Total Bid)
 - 1. Work performed under this item shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for other work, operations or costs which are of necessary incurred prior to the beginning of construction. Bond costs, license fees, lump sum insurance premiums, and other such items

of expense may be included but any item that will be subsequently paid for as project work or material on hand shall be excluded.

2. Payment shall be at the Lump Sum (LS) contract price as stated in the contract documents. The cost of mobilization shall not exceed three percent (3%) of the total amount bid.

B. Cleanup, Grassing, Mulching, Site & Landscape Restoration

1. Work performed under this item shall include furnishing all labor, materials, and equipment necessary to complete all cleanup and site restoration, including but not limited to: cleanup of vegetation and construction debris, final topsoil, fertilizer, seeding, mulching, sodding, watering, maintenance, mowing, landscape and site restoration, and final grading in accordance with the drawings and contract documents.
2. All disturbed grassed areas along the sewer main route must be re-established to original or better condition by seeding or solid sod. Any new sod or seed must match the pre-disturbed grass species and shall be to the satisfaction of the Owner and Engineer.
3. All costs associated with restoring structures and facilities (roadway signs, ornamental shrubbery, landscaping plants, fences, etc.) to pre-construction conditions shall be included in this bid item.
4. Payment shall be at the Lump Sum (LS) contract price as stated in the contract documents.
 - a. The Owner and Engineer shall be the final determination as to whether lawns are acceptable.
 - b. Acceptable seeded areas shall be deemed areas with a vigorous and uniform stand of grass with bare areas less than 5 square feet in size. All areas which fail to provide a uniform stand of turf shall be treated or replanted repeatedly until a uniform stand of grass of at least 70% coverage is attained with no bare areas greater than 5 square feet.

C. Erosion Control Measures

1. Work performed under this item shall include furnishing all labor, materials, and equipment necessary to furnish, install, maintain, and remove all erosion and sedimentation controls in accordance with the drawings and contract documents, as well as any additional measures needed to ensure proper erosion and sedimentation control and regulatory compliance.
2. Payment shall be at the Lump Sum (LS) contract price as stated in the contract documents. The Contractor will be responsible for paying any fines from ADEM or any other regulatory body as a result of inadequate erosion control measures.

D. Allowance – Owner’s Contingency

1. The Owner’s Contingency Allowance shall be a cash allowance for the Owner’s use to cover unanticipated costs. In the event there are additions and/or changes to the work in the contract, the Owner will have the ability to use Contingency Allowance funds to pay the Contractor for these items of work. Items included under the Contingency Allowance shall first be approved by the Owner and Engineer prior to completing the work. Any work completed without approval from the Owner/Engineer is at risk of non-payment
2. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.

3. Funds will be drawn from contingency allowance only by Change Order.
4. At closeout of Contract, funds remaining in this allowance will be credited to Owner by Final Summary Change Order.

E. Allowance – Construction Materials Testing

1. The Construction Materials Testing Allowance shall include costs for the required material and compaction/density testing, asphalt and concrete testing to be performed during construction as stated in Section 01 0300 – Special Project Provisions. The Contractor shall provide a copy of any invoices for this work with the monthly request for payment.
2. Payment shall be at the Lump Sum (LS) contract price as stated in the contract documents.
3. At closeout of Contract, funds remaining in this allowance will be credited to Owner by Final Summary Change Order.

F. 10” SDR26 PVC Gravity Sewer Main (Various Depths)

1. Work performed under this item shall include furnishing all labor, materials and equipment necessary to install the 10” PVC gravity sewer main to the alignment and grades as shown on the drawings, including but not limited to: site preparation, excavation, pipe laying and joining, backfill, dewatering, cleaning, testing, and final grading in accordance with the drawings and contract documents.
2. Linear footage of gravity sewer pipe shall be measured horizontally between manholes.
3. Depth of pipe shall be measured vertically from the pre-construction ground surface above center of the pipe to the pipe invert.
4. Payment shall be at unit price per linear foot (LF) of gravity sewer pipe installed within varying depths, installed and accepted as stated in the contract documents.

G. 48” Diameter Manhole

1. Work performed under this item shall include furnishing all labor, materials, and equipment necessary to furnish and install 48” diameter precast concrete manholes at locations and depths shown on the drawings and in accordance with the contract documents, including but not limited to: site preparation, excavation, dewatering, backfill, steps, pipe connectors, inverts and benching, base section, risers, top cone, watertight frame and cover, final grading, vacuum testing, and other incidentals as applicable.
2. Manhole depth shall be measured from the invert of the lowest pipe to the rim elevation as shown on the drawings and verified by the Engineer.
3. Payment shall be at the unit price per each (EA) 48” diameter concrete manhole furnished, installed, tested, and accepted as stated in the drawings and contract documents.

H. Connect to Existing Manhole

1. Work performed under this item shall include furnishing all labor, materials, and equipment necessary to perform the connection to the existing manhole at the location shown on the drawings and in accordance with the contract documents.

2. Payment shall be at the unit price for each (EA) connection to existing manhole as stated in the drawings and contract documents.

I. Bypass Pumping

1. Work performed under this item shall include furnishing all labor, materials, equipment, and incidentals necessary to perform all bypass pumping operations necessary to construct the proposed improvements in accordance with the drawings and contract documents.
2. Payment shall be at the lump sum (LS) contract price as stated in the contract documents.

J. Gravity Sewer Post-Construction CCTV Inspection

1. Work performed under this item shall include all labor, materials, and equipment necessary to perform Post CCTV inspection in accordance with ASTM standards, in the presence of the Owner and Engineer after the installation of the new gravity sewer and any reconnections that may be required. Radial view (pan and tilt) TV camera shall be used. The finished liner shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers and debris. Immediately prior to conducting the closed-circuit television inspection, the Contractor shall thoroughly clean the newly installed pipe removing all debris and build-up that may have accumulated.
2. Payment shall be at the per linear foot (LF) contract price as stated in the Bid Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 1500



PRE-BID MEETING ATTENDANCE ROSTER

GRAVITY SEWER EXTENSION FOR THE ASHLAND INDUSTRIAL PARK BENEFITTING
BLUE'S OIL & WASH IN THE CITY OF ASHLAND, ALABAMA

FOR THE

CITY OF ASHLAND, ALABAMA

CDBG PROJECT NO. SM-ED-PF-23-002

ARC PROJECT NO. AL-2116-2023

GMC PROJECT NO. CBHM230062(2)

TUESDAY, JANUARY 21, 2025 @ 10:30 A.M.

	<u>NAME (PRINT)</u>	<u>REPRESENTING</u>
1.	TREVOR SCANN	GMC
2.	JEREMY LIPSCOMB	GMC
3.	KEVIN KESSLER	GRANT WRITER
4.	CHELSEA WYNN	CITY OF ASHLAND
5.	MARTY BROWN	CITY OF ASHLAND
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		