

University of Alabama General Requirements for Purchase Orders Involving Public Works

The following items are to be included in the scope of each Purchase Order individually, in part, or comprehensively as applicable and are to be incorporated by express reference in each proposal fully and to the same effect as if the same had been set forth at length in the body of the proposal.

Nothing contained herein shall supersede or replace “The University of Alabama General Terms and Conditions” contained within each purchase order and the two shall be considered complimentary documents.

1. General Cleaning

The Contractor shall clean up daily and remove from the premises all refuse, rubbish, scrap materials and debris to the end that at all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from an opening.

Unless authorized by UA, Contractor shall not dispose of any refuse, rubbish, scrap materials, or debris in UA dumpsters.

Refer to Section 15 for Contractor requirements for final clean at project completion.

2. Dust Control

The Contractor shall control all dust related to his activities at all times. The Contractor shall use proper and thorough measures to prevent dust migration, protect the air distribution system (including filter replacement as required), and to protect adjacent areas. At no time shall dust be allowed to enter occupied areas either through the air or tracked.

3. Building Access

Access to any construction site or building shall be coordinated by the Contractor with the Project Manager. Project Manager or Contractor must also coordinate building access with the building user and, if needed, with UAPD.

4. Parking / Site Usage

The Contractor shall coordinate the location and amount of parking required with the Project Manager prior to commencement of the Work. The location of parking will be designated and or approved by the Project Manager in conjunction with Transportation Services. The University may elect to require that workers must utilize the University provided construction worker transportation system. All material storage locations or dumpster drops must be submitted by the Contractor and approved by the Project Manager prior to use.

No equipment or material deliveries allowed between 7:30 AM to 8:15 AM during normal University operating periods.

5. Materials, Equipment, and Employees

Unless otherwise stipulated, the Contractor shall furnish all material, equipment, tools, labor, water, light, power, transportation, other services or facilities and incidentals for the proper execution and

completion of the Work. Unless otherwise stipulated, Contractor warrants that all materials, products, systems, and equipment incorporated in the Work shall be new and without apparent damage, be of quality equal to or higher than that required by the Contract Documents, be merchantable, and free of defects.

Contractor warrants all labor and services shall be performed in the best and most workmanlike manner by persons skilled in their respective assignments of trades, shall comply with the Contract Documents, and shall be free of defects. Workmen whose work is unsatisfactory, or who are considered unfit or unskilled, or otherwise objectionable, shall be removed from the Work.

6. Erosion Control and Water Quality Management

The Contractor is responsible for all measures of erosion control. Measures must be provided to prevent soil and sediment from leaving the project site and prevent soil bearing water runoff from entering the storm water system. Erosion control shall remain in place until final acceptance by the Owner, or until released by the Owner for final landscape work.

The contractor shall not pour or discharge any chemicals, waste products, paint or debris into the sanitary or storm water system and shall adhere to all environmental regulations at all times.

7. Hazardous Materials

The Contractor is responsible for implementing reasonable controls for materials that may be hazardous to persons or property. The Contractor shall keep Material Safety Data Sheets (MSDS) at the jobsite to serve as a reference to understand the hazards of potentially hazardous materials and what measures may be necessary to protect from fire, reaction, incompatibility, health hazards, environmental damage and other hazards described in the MSDS.

The Contractor is responsible for the proper storage and disposal of potentially hazardous materials as required by law or routine construction industry practices.

The Contractor shall maintain adequate supplies at the jobsite or readily available to be used for clean-up and/or containment of any hazardous material spills or releases.

8. Underground Utilities

In order to protect underground utilities from damage and to avoid service outages, The University of Alabama (“UA”) has established these Procedures to define responsibilities and outline the steps in locating underground utilities before excavating the ground and demolishing a building or structure. These Procedures also apply to locating underground utilities before operating, parking, storing, locating, or placing heavy equipment, vehicles, cranes, storage containers, or other objects on the ground’s surface above underground utilities to prevent the weight of the equipment and/or object from damaging, rupturing, or severing the underground utilities and related infrastructure.

This is in coordination with all other requirements per contract documents.

Procedures

- a. The Primary Party executing the work (i.e. Contractor, UA Facilities Administration Shop Manager [“UAFA”] or UA’s Project Manager/Supervisor, etc.) shall complete the upper section of the Pre-Excavation Notification & Sign-off Sheet. The UA Utility Locate Coordinator shall be responsible for facilitating completion of the balance of the Sign-off Sheet. No excavation shall commence without a completed sign-off sheet. The Primary Party should allow a minimum of 2 full working days, not









including the day of request, for the locate to be completed. For the purposes of these Procedures, the 2 full working days will only consist of Monday to Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve and Christmas Day. If any of these holidays occur on a Saturday, it will be observed on the preceding Friday and if any of these holidays occur on a Sunday, it will be observed on the following Monday. Thus, as an example, if the Contractor or UAFA plans to commence an excavation on the Monday following Thanksgiving Day, the line locate request must be initiated no later than the Monday preceding Thanksgiving Day.

Effective January 1, 2020, the law states that Alabama One-Call (811) excavation periods are valid for 20 working days. UA locate request will maintain a valid 10 working day excavation period and not acknowledge Alabama One-Call's (811) 20 working day valid excavation period. The valid 10 working day excavation period for UA locates will begin after 2 full working days from the day the request is submitted, regardless if the sign-off sheet is completed or not. Thus, as an example, if the UA locate request is submitted on Monday, then the valid 10 working day excavation period will begin on Thursday if none of the above holidays are observed during this time period. Any valid 10 working day excavation period that includes the above noted holidays will be extended the same amount of duration as the respective observed holiday. No excavation shall commence prior to the Sign-Off Sheet being completed and a copy provided to the Primary Party regardless of how long it takes all UAFA representatives to perform the locate.

- b. The Primary Party is responsible for calling Alabama One-Call and emailing the UA Utility Locate Coordinator to request an underground locate of the respective underground utilities. In an attempt to sync the start, refresh and expiration dates of the Alabama One-Call (811) locate with the UA Utilities Locate, the primary party must request the Alabama One-Call (811) locates the same day as emailing the UA Utility Locate Coordinator.
- c. The Primary Party shall complete the upper section of the Sign-off Sheet, including the required confirmation numbers from Alabama One-Call and forward to the UA Utility Locate Coordinator (linelocate@ua.edu) along with a Google Map image (satellite view) clearly defining the extent of the area of work highlighted in red for the requested locate. The intent is to avoid potential locating delays due to locating nonessential or unneeded areas.
- d. As the underground utility locate is completed, the respective UAFA representative who performed the underground utility locate shall sign and date the applicable blank on the Sign-Off Sheet or provide an e-mail confirmation to the UA Utility Locate Coordinator referencing the UA Work Order #. If necessary, the person performing a utility locate shall provide comments of any special concerns, requirements to deviate from routine practices, or other precautions that the Primary Party, the Contractor, UAFA, the UA Utility Locate Coordinator, person who is performing the excavation or equipment parking must follow.
- e. Once the Sign-Off Sheet is completed, a copy shall be placed in the project file and a copy provided to the Primary Party, Project Manager/Supervisor/Field Coordinator and other parties listed on the sign-off sheet.
- f. The Primary Party may elect to request a utility locate for the purpose of project/work planning and this preliminary locate may determine the lack of underground utilities in the area where the work is planned. This preliminary locate does not relieve the Primary Party from the need to follow the procedures prior to commencing work unless the preliminary locate clearly revealed there are no underground utilities exposed to potential damage in the work zone.

Underground Utility Markings

- a. Locate marking lines for underground utility lines are approximate. The Primary Party shall not excavate or park equipment within the defined UA tolerance zone prior to potholing (hand digging or use of other non-destructive methods) in order to physically locate the underground utility. Potholing shall be performed on all underground utilities, whether UA owned or non-UA owned, within the defined UA tolerance zone unless, a wider tolerance zone is required. The UA tolerance zone is defined as a minimum of 36" (3 feet) from the outside edges on either side of the locate marking.
- b. In some situations where the underground utility locating device is not indicating a precise location of the underground utility, as an additional precaution the locate marking line will be altered from a single line to a dual line with "dot or X" in the center to indicate a wider area under which the underground utilities may be located. This dual-line locate marking does not relieve the Primary Party from the obligation to hand dig or use other non-destructive methods as may be appropriate under the circumstances to protect the underground utilities.
- c. The common color coding shall follow the American Public Works Association (APWA) Uniform Color Code to mark underground utilities to include:

WHITE		Proposed Excavation
PINK		Temporary Survey Markings
RED		Electric Power Lines, Cables, Conduit, Lighting Cables
YELLOW		Gas, Oil, Steam, Petroleum or Gaseous Materials
ORANGE		Communication, Alarm or Signal Lines, Cables or Conduit
BLUE		Potable Water
PURPLE		Reclaimed Water, Irrigation, Slurry Lines, Thermal Energy
GREEN		Sewer and Drain Lines

Primary Party Responsibilities

- a. In order to protect the underground utilities, the Primary Party is responsible for visiting the site of the planned excavation and/or equipment placement to become familiar with the site and to evaluate the accuracy of the locate marking lines before beginning any excavation work or placing equipment in the area.
- b. The Primary Party must obtain a copy of the fully completed and signed Sign-Off Sheet prior to beginning any excavation work and/or placing equipment in the area. The Primary Party must also sign and date the bottom of the Sign-off Sheet and return a copy to the UA Field Coordinator.
- c. The Primary Party shall pothole (hand dig or use other non-destructive methods such as a water-jet) to expose the exact location and depth of the underground utility prior to excavating by mechanical means and/or placing equipment in the area. Once the utility is exposed by potholing, the Primary Party is to request to have the utility surveyed by the UA Surveyor. Then, a measurement is to be taken from ground level to the top of the utility. This depth along with the identity of the utility is to be marked with permanent marker on a survey stake and the stake placed within 18 inches of the pothole location. (This does not relieve the contractor from producing "as-builts")
- d. As underground utility locate marking lines are removed by scraping, excavation, weather, etc., the Primary Party must either know where the locate marking lines had been placed and/or must request new locate marking lines be put in place by calling the UA Utility Locate Coordinator.

Primary Party shall make reasonable efforts to maintain markings during the valid 10 working day period for which the excavation permit is current. If needed, the Primary Party may call for a refresh of the location should previous markings be obscured.

- e. The Primary Party must promptly notify UA's Project Manager/Supervisor and UA Utility Locate Coordinator of any proposed changes in the excavation work or equipment placement location that differs from the planned location for those activities at the time the Sign-off Sheet was completed in order to determine if additional underground utility locate services are necessary or desirable.
- f. **The Primary Party is responsible for reviewing all contract documents prior to the excavation and to advise of any discrepancy between the documents and the markings.** If at any time the Primary Party has concerns with the underground utility locate marking lines, the Primary Party shall work with UA's Project Manager/Field Coordinator and UA Utility Locate Coordinator to address the Primary Party's concerns and determine if additional underground utility location marking work is necessary or desirable to ascertain the location of the underground utilities.
- g. The Primary Party shall be solely and completely responsible for taking such steps and precautions as may be necessary to protect the underground utilities from damage, destruction, or severance and for the safety of all persons and property. The Primary Party shall supervise and execute the excavation or equipment placement to facilitate and promote its safe execution and performance.
- h. The Primary Party shall be responsible for the prompt remedy of damage and loss to underground utilities and related infrastructure and to pavement, pavement markings, turf, mulch, trees, shrubs, curbs, sidewalks, roads, and irrigation systems caused in whole or in part by the Primary Party, a subcontractor, or anyone for whose acts the Primary Party may be liable.
- i. The Primary Party shall adequately provide protection to all surface and subsurface utilities including, but not limited to, existing valves, valve coverings, manholes, electrical equipment and other utility components within the Project site and adjacent property where work is being performed in relation to the Project. Protection should include, but is not limited to, locating, marking/flagging, barricading or other means necessary to avoid damage to all utility components. In the event where a utility component is damaged due to negligence by the Primary Party, the Primary Party shall immediately notify the UA Project Manager and diligently cooperate with the Owner until repairs are complete. All repairs and replacements shall be performed only upon approval of Owner whose decision shall be final.

Responsibility for Damage

- a. The underground utilities locate process is a service provided by UA for the purpose of promoting and enhancing the protection of existing underground utility systems and worker safety. Nothing in these Procedures shall relieve the Primary Party performing the work from liability for any and all expenses and costs associated with or arising from the uncovering and recovering, repair, restoration, or replacement of underground utilities and related infrastructure damaged, destroyed and/or severed by the Primary Party. Primary Party also shall remain fully liable for all costs and expenses necessary to repair, replace or restore damaged or destroyed pavement, pavement markings, turf, mulch, trees, shrubs, curbs, sidewalks, roads, and irrigation systems to original condition and to UA's satisfaction unless otherwise described in the contract documents for the Project.
- b. In addition to the obligation to repair the damaged underground utilities, the Primary Party shall remain obligated to reimburse the University for any loss of revenue due to an underground utility

outage caused by the Primary Party and for all other expenses and costs incurred by UA as a result thereof.

- c. Nothing in these procedures shall be deemed to alter or amend in any manner the Project Contract Documents. In the event of any conflict between these Procedures and the Project's Contract Documents, the provisions of the Contract Documents shall prevail and take precedence of the provisions of these Procedures.
- d. In the event timely notice of such excavation or digging is not given or if such notice is given but a utility, telephone cable or network fiber is cut or damaged due to the negligence of the Primary Party, the University will charge the Primary Party the following amounts and may withhold from any accrued payments the amounts due.

For Telecommunication Lines:

Fiber:

\$ 5000 Service Interruption Fee

\$100 per fiber splice (i.e. the fiber is 30 pair, then 60 splices will be required)

Plus cost of Material

Copper:

\$5000 Service Interruption Fee

Time – Rate is \$35.00/manhour and \$50.00/Overtime manhour

Plus Cost of Material

For All Other Utilities:

Time and Material for cost of the repair to the utility, any loss of business or operational use, any UA necessary support of the event, and any quantifiable utility cost.

The minimum charge for the first event will be the greater of the actual time and material cost as described above or \$2,500. The minimum charge for each subsequent event will be the greater of the time and material cost or \$5,000.

Definitions

“Primary Party” means any persons executing the work (i.e. Contractor, UA Facilities Administration Shop Manager [“UAFA”] or UA’s Project Manager/Supervisor, etc.

“Excavating” or **“Excavation”** means digging, drilling, penetrating, or any other operations that disturbs the ground’s surface under which underground utilities might be located.

“Equipment Parking” or **“Equipment Placement”** means operating, parking, storing, locating, or placing heavy equipment, vehicles, cranes, storage containers, or other heavy equipment or objects on the ground’s surface under which underground utilities might be located.

“Shop Manager” means the most senior person in UAFA responsible for the work of the Department’s skilled workforce (e.g. plumbing, HVAC, electrical, grounds, etc.)

“Sign-off Sheet” means the Pre-Excavation Notification & Sign-off Sheet.

“Underground Utilities” means underground electrical, natural gas, steam, domestic water, sanitary sewer, chilled water, irrigation, heated water, storm drainage, telephone, cable, alarm, fiber optics, or any other utility or service whether owned by UA or by public service and utility providers.

“**Working Day**” means Monday to Friday, excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve and Christmas Day. If any of these holidays occur on a Saturday, it will be observed on the preceding Friday and if any of these holidays occur on a Sunday, it will be observed on the following Monday.

9. Protection of Work and Property, Noise Control

The Contractor shall at all times adequately maintain, guard and protect its own work from damage, and safely guard the Owner’s property from injury or loss arising in connection with the Project. All damaged property of Owner shall be repaired or replaced with new similar property at Contractor’s expense, including installations costs at replacement value without deduction or reduction for depreciation. All repairs and replacements shall be done only upon approval of Owner whose decision shall be final. Contractor shall adequately protect adjacent property as provided by law and Contract Documents. Any damage to existing structures or the interruption of utility services shall be repaired or restored promptly at the expense of the Contractor. Contractor must maintain a 10 lb. fire extinguisher within 75’ of the work at all times.

The Owner shall conduct baseline noise level monitoring prior to construction and periodic monitoring of noise levels during the construction. In certain instances, the Owner may also conduct base line testing of all equipment delivered to the site for compliance of the 86 DBA at 50 feet guideline prior to commencing work.

The Contractor shall develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum. The Owner will make final interpretation concerning whether nuisance noise conditions exist.

The Contractor will schedule construction activities to avoid excessive noise during final exams, commencement, or other events. The Owner will identify the specified days in the bid documents.

The Contractor shall execute construction work by methods and by use of equipment which will reduce excess noise.

Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations.

The Contractor shall manage vehicular traffic and scheduling to reduce noise. This includes, but is not limited to, vehicles or other equipment with back up alarms.

10. Safety

The Contractor shall be responsible for all project safety. Neither the Consultant nor the Owner will be responsible for the Contractor’s safety precautions, means, methods, techniques, sequences, or procedures.

The Contractor shall take all necessary precautions for the safety of public and employees on the Work and shall comply with all applicable provisions of federal, state, and municipal occupational health and safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the work is being performed. The Contractor shall take every reasonable precaution against injuries to persons or damages to property.

The Contractor shall be responsible for maintaining a comprehensive Hot Work Program (i.e., welding, cutting materials that generate sparks, operations generating sufficient heat to ignite combustible

materials, etc.) that meets the requirements of OSHA 29 CFR 1926.352, NFPA 51B or other industry standard. This program shall include reliable methods to issue hot work permits, provide a fire watch when needed and to have fire extinguishers at the hot work location in the event of a fire. The Contractor must extend this requirement to all subcontractors.

11. Jobsite Access Control, Interaction with Faculty, Staff, and Students

The Contractor shall take reasonable action to establish a hardened perimeter as necessary to prevent unauthorized access. Knowing pedestrians are a key element on the University's campus, the Contractor shall be keenly aware of the tendency for students, faculty, staff and guests to inadvertently enter an area that may be considered a restricted access. This may require employing precautions beyond what is reasonable for a typical construction project, some of which may include posting warning signs, controlled-access gates, posting a lookout, etc.

All Contractor employees, as well as any subcontractor employees, must wear visible identification badges while working on the UA campus. Contractor shall provide ID badges which shall include employee's name, photo, and company name.

Contractor shall take all necessary measures to secure jobsites, including, but not limited to locking doors/gates and removing keys from equipment when not in use.

12. Building Environmental Controls

The Contractor shall provide temporary closures for the windows, doors, and all temporary openings and take every reasonable precaution to prevent the escape of conditioned air from the building, or the entrance of unconditioned air into the building. Except as elsewhere called for the ~~minimum~~ temperature required in unoccupied spaces shall meet any applicable manufacturer recommendations, but in any event shall be no lower than 45 F or higher than 85 F.

13. Contractor Coordination

Subcontractor Coordination: The Contractor shall be solely responsible for the coordination of Subcontractors, of the trades, and of material suppliers performing work or delivering materials.

Owner-Furnished Materials: When specified in the solicitation, Contractor shall also be responsible for receiving, unloading, handling, protection, and storage of any Owner-furnished materials. Any damage or loss occurring to Owner-furnished materials after the Contractor has taken possession shall be the Contractor's responsibility.

Shutdowns and Outages: Contractor shall coordinate all outages and work in existing buildings with the Owner. A minimum of seven (7) days notice is required for minor shutdowns. Thirty (30) days notice is required for major shutdowns.

14. Owner's Right to Correct Deficiencies

Upon failure or neglect by the Contractor to properly prosecute or perform the Work in accordance with the Contract Documents, including any requirements with respect to the CPM schedule and/or progress charts, and after ten (10) days written notice to the Contractor by the Owner, the Owner, without prejudice to any other remedy it may have, may correct such deficiencies and may deduct the actual cost thereof from payment then or thereafter due to the Contractor.

In instances where the Contractor's failure to properly prosecute and perform the Work in accordance with the Contract Documents has an actual, or imminent potential, adverse effect on public health,

safety, convenience, or property, the Owner may, after four (4) hours notice to the Contractor, and without prejudice to any other remedy it may have, correct such deficiencies and may deduct the actual cost thereof from payment then or thereafter due to the Contractor. This includes, but is not limited to, protection of existing facilities, furniture, HVAC systems, and existing or new equipment within or adjacent to a project, as well as contractually-required rough cleaning of a project during active construction to prevent trash, debris, and dust from spreading into surrounding areas of a project or existing building. To the extent necessary to prevent damages to existing property, the Owner may issue a stop work order if the conditions specified in the notice are not addressed in a timely manner.

The Owner reserves the right to require the Contractor to provide, at Contractor's expense, a warranty bond for items not installed per the Contract Documents that may impair or reduce the reasonably expected service life of the building or related components or systems.

15. Final clean up

Before final completion and final acceptance, the Contractor shall remove from the Owner's property, and from all public and private property, all tools, scaffolding, falsework, temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish and waste material; and all surplus material, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

In addition to the above the Contractor shall be responsible for the following special cleaning for all trades as the work shall have been completed:

- a. Cleaning of all painted, enameled, stained, or baked enamel work: removal of all stains, fingerprints and splatters from such surfaces.
- b. Cleaning of all glass: cleaning and removing of all stickers, labels, stains, paint, dirt and dust, and washing and polishing of the interior and exterior of the same.
- c. Cleaning or polishing of all hardware.
- d. Cleaning all wall, ceiling, door, and floor finishes of all kinds: removal of all splatters, stains, paint, dirt and dust, and the washing and polishing of all floors as recommended by the manufacturer or as required by the Owner.
- e. Cleaning of all manufactured articles, materials, fixtures, appliances and equipment: removal of all stickers, rust stains, labels and temporary covers; cleaning and conditioning of all manufactured articles, material, fixtures, appliances and electrical, heating and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Owner; blowing out or flushing out of all foreign matter from al dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers or similar features; and freeing or cleaning identification plates on all equipment of excess paint and the polishing thereof.
- f. Replacement of all HVAC filters affect by the scope of work prior to final inspection by the Owner.

16. Payments Withheld

The Owner may withhold payment of the whole, or any part, of a verified or approved Application for Payment to the extent necessary to protect it against loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective Work not remedied by the Contractor nor in the opinion of the Owner, likely to be remedied by Contractor;
- b. Evidence indicating probable filing of claims by other parties against the Contractor;
- c. Failure of the Contractor to promptly make payments to Sub-contractors or for materials labors, foodstuffs, and supplies;
- d. Damage to another contractor under a separate contract with the Owner; or
- e. Evidence indicating probable filing of claims by third parties against the Owner or the Owner's property;
- f. A dollar value will be accessed for final inspection punchlist items and held in addition to retainage until completed;
- g. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages.

When the above causes are removed, payments withheld will then be paid.

The Owner shall have the right to withhold from payments due to the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another Contract.

**END OF UNIVERSITY OF ALABAMA GENERAL REQUIREMENTS
FOR PURCHASE ORDERS INVOLVING PUBLIC WORKS**