THE CITY OF ALEXANDER CITY, ALABAMA
SPECIFICATIONS - CONTRACTUAL DOCUMENTS
2021 CDBG WATER MAIN IMPROVEMENTS
BID #23-10

3/14/23

PREPARED BY
MUNICIPAL CONSULTANTS, INC.
200 CENTURY PARK SOUTH, SUITE 212
BIRMINGHAM, ALABAMA

MARCH 2023

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GENERAL

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GENERAL INFORMATION FOR BIDDERS

BIDS will be received by the City of Alexander City, Alabama (herein called the "OWNER"), at the Alexander City Clerk's office, 281 James D. Nabors Drive, Alexander City, Alabama 35010 until **2:00 p.m.,** the prevailing time, on **April 6, 2023**, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Alexander City, Alabama at 281 James D. Nabors Drive, Alexander City, Alabama 35010. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **2021 CDBG Water Main Improvements Bid #23-10** and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the Project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at P.O. Box 552, Alexander City, Alabama 35011.

All BIDS must be made on the required BID form with the entire bound documents intact. All blank spaces for BID prices must be filled in, in ink, or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. A copy of the BIDDER'S State Contractor's License for the state in which the work will be performed must be attached to the BID DOCUMENTS.

The OWNER may waive any informalities or minor defects or reject any or all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof or after the Notice of Award is transmitted to the BIDDER, provided the Award is made within the 60 days herein described. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the Drawings and Specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount described in the General Specifications. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment

BOND and performance BOND have been executed and approved, after which it will be returned. A cashier's check may be used in lieu of a BID BOND as described in the General Specifications.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract and as provided in the General Specifications.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within fifteen (15) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within a reasonable time frame of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within a reasonable time frame or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. The OWNER reserves the right to reject any BID that is submitted by a BIDDER that is determined by the OWNER to not be a responsible BIDDER or whose BID proposal is not responsive. In determining whether a BIDDER or BID is responsible and/or responsive, the OWNER reserves the right to also request and consider the following factors in Section III.2 of the General Specifications and/or the Special Provisions (if applicable).

Award will be made in concurrence with the Special Provisions "Award of Contract", the General Specifications, and any Supplemental General Conditions.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for thoroughly inspecting the site and for reading and being thoroughly familiar with all the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way whatsoever relieve any BIDDER

from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the equal opportunity clause set forth in these Specifications if included herein.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER in addition to those required in the Bid Documents. Either the act of not providing the names required with the submittal of the Bid Documents or the act of not providing such additional names that may be requested after Bids are received, will be grounds for the OWNER to disqualify the BIDDER for not being responsive.

This project is considered a "Public Works" project and is governed by competitive bid laws as contained in Title 39 (1997) of the Alabama Code. Bidders, subcontractors, suppliers, and Bond Agents should be familiar with this code.

A mandatory Pre-Bid conference for prospective BIDDERS will be held at City Hall or the Municipal Complex at **11:00 a.m.** on **March 29, 2023**. It shall be the responsibility of the bidders to have a thorough understanding of the plans, specifications, and other contract documents and to include all costs in their bids for fully complying with all requirements.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Rast Construction, Inc. 2901 Shannon Oxmoor Road Birmingham, AL 35211 as Principal, and United States Fire Insurance Company 305 Madison Avenue, Morristown, NJ 07962 as Surety, are hereby held and firmly bound unto The City of Alexander City, Alabama as OWNER in the penal sum of Five Percent (5%) of Amount Bid Not to Exceed Ten Thousand Dollars ($10,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 6th day of April, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the 2021 CBDG Water Main Improvements Bid #23-10.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount that is allowed by Alabama Code, Title 39 (1997) for Public Works projects.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within

which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Rast Construction, Inc.

_____ (L.S.)

Michael vonEschenbach, CFO Principal

United States Fire Insurance Company

Surety

By: _____

Chris Muscolino, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth.

Principal

Michael von Saucken, CFO Principal

(L.S.)

United States Fire Insurance Company

Surety

Christopher Collins, Attorney-in-Fact

(IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

06991

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Chris Muscolino, Mary Isbell, Thomas G. Moorer, David H. Greene

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars ($50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **6th** day of **April** 20 **23**

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

THE CITY OF ALEXANDER CITY, ALABAMA
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INSURANCE REQUIREMENTS CERTIFICATION

The Contractor selected for the Project will be required to provide insurance in full accordance with all the requirements of the Specifications. See the sections pertaining to insurance in the Special Provisions and in the General Specifications. Bidders shall ensure that if awarded the Project, the insurance provided will be in full accordance with all these requirements. This includes the exact endorsements and coverages as listed. No exceptions will be allowed.

The Bidder hereby certifies that he has provided all insurance requirements to his insurance provider for their careful review and pricing, and has verified that if his bid is accepted, all the insurance required by the Specifications, including the exact endorsements and coverages, will be provided. The Contractor also certifies that if the Contractor's current insurance provider will not provide the insurance required by the Specifications, then the Bidder has located another insurance provider for the Project that will issue insurance for the Project in full accordance with all requirements of the Specifications.

Finally, the Contractor certifies that he has included all costs necessary in his Bid to provide all insurance in full accordance with all the Specifications.

Contractor RAST CONSTRUCTION, INC

By _____

Date 4-5-2023

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LIST OF SUBCONTRACTORS

Contractors submitting a proposal are required to list in the spaces provided the name of each of the subcontractors they will use if awarded the Contract. No substitutions will be allowed without approval of the Owner. The Bidder shall list the names of major subcontractors. If all the information is not provided with the bid, this will be grounds for the Owner to disqualify the Bidder for not being responsive.

ITEM OF WORK	SUBCONTRACTOR NAMES
	NONE AT THIS TIME

Note: If the Contractor will not use a subcontractor for an Item of Work, he shall write "None" in the blank for the Subcontractor for that Item of Work.

If the Bidder does not write in the name of a Subcontractor, he shall submit with his bid detailed evidence satisfactory to the Engineer that he has sufficient personnel experienced in that trade on his full time staff to perform that item of work on this project. Failure to submit such satisfactory evidence with the Bid, or the submission of inaccurate, misleading, or incorrect information, will be grounds for the Owner to disqualify the Bidder for not being responsive.

The Bidder certifies that if his bid is accepted, the above subcontracting firms or businesses will be awarded subcontracts for the above portions of the work.

Contractor RAST CONSTRUCTION, INC

By _____

Date 4-5-2023

BASIS OF PAYMENT

BASE BID

For unit price items, the quantities shown in the "Items of Work" reflect estimates. The actual quantities will be adjusted during construction to reflect the conditions encountered, or other changes, or Owner preferences. Inasmuch as the actual quantities may vary considerably from the quantities listed in the schedule or shown on the drawings, the bidders shall insert prices that represent his actual costs. The Contractor shall not be paid an amount higher than he bids.

The cost of all work required for the project shall be included in the "Items of Work" listed for the project.

The Contract Unit or Lump Sum Bid Amounts shall be payment in full for furnishing all resources (materials, labor, equipment, etc.) necessary to install and complete each portion of the project in complete accordance with the requirements of the Plans and Specification-Contractual Documents. The Contract Bid Amounts shall include the cost of completing all work described under each bid item description and all necessary incidental work not included or listed as a separate bid item. Incidental work may include, but not be limited to, all necessary excavation (earth or rock), backfilling (earth or stone), demolition, sheeting, shoring, piling, bracing, bypass pumping, dewatering, well pointing, clearing, grubbing, erosion control, locating all utilities and existing piping, repairing or replacing damaged facilities, restoration, grassing, disposal of excess materials, traffic/pedestrian control in accordance with the regulations of all authorities or agencies having jurisdiction over the work areas, permit compliance, and all other miscellaneous tasks necessary to fully complete the projects, etc. The quantities actually required may be significantly more or less than the quantities shown. **The Contractor will be paid for only the quantities actually and properly installed, and approved for payment. The Contractor shall be paid only the price he bids for each item regardless of the conditions encountered, the quantity actually required, or the unit price.**

ITEM 1 - HDPE PIPE

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install HDPE pipe through Horizontal Directional Drilling (HDD). The Unit Price Bid shall include, but not be limited to: providing the Owner an acceptable pre-construction video of the entire project site (and any other areas which may be affected by construction activities), earth and rock excavation, backfilling, backfilling with crushed stone for drives and paved areas or as required, backfilling with special subgrade material where rock or unstable subgrade material is encountered and removed or as required, the compaction of ditches, dress up, temporary asphalt patching, grassing, fencing, clearing and grubbing as required and allowed by the Plans and Specifications, grading work, removal of debris and excess material, replacing any

property damaged, asphalt and concrete replacement and repair, paying all fees, furnishing bonds, concrete bracing, handling and repairing existing utilities and storm drains, providing all requirements of Department of Transportation including traffic and pedestrian control to the satisfaction of the City, State, County, or other agencies with jurisdiction over the work areas, the securing of releases from the Departments of Transportation and local authorities, the setting of alignment and grade stakes, rip-rap shown or inferred from the drawings, dewatering, sheeting and bracing, concrete thrust collars, NPDES Permitting, handling drilling fluids, BMP installation and maintenance, flushing, disinfection, testing, and all other accessories and all incidentals necessary and required to complete the work to the satisfaction of the Owner and Engineer. Additional backfill including bedding required for trenches and rock removal shall be included in this item unless specifically covered by other pay items. All miscellaneous and incidental items required by the Plans and/or Specifications but not covered by other pay items shall be covered by this item.

ITEMS 2 THROUGH 5 - VALVES AND BOXES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install valves with valve boxes. This item shall include, but not be limited to: valve, valve box, concrete slab, valve pad and nameplate or concrete donut (whichever is required by detail), bracing, and all incidentals necessary and required to complete the work per the Plans and Specifications and to the satisfaction of the Owner and Engineer. Restraining glands (i.e. meg-lugs) for mechanical joint valves shall be included in this item. If called for, tapping valves shall be included in their respective Lump Sum Connection item.

ITEM 6 - FIRE HYDRANTS ASSEMBLIES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install fire hydrant assemblies including, but not limited to: hydrant trenching, rock removal, backfilling, gate valve and valve box, valve pad and nameplate or concrete donut (whichever is required by detail), piping, anchor couplings, bracing with concrete, rodding as required, slag drain, painting, depth of bury heights as needed, and all incidentals required by the Plans and Specifications. The mainline tee will be paid for under Mechanical Joint Ductile Iron Fittings.

ITEM 7 - MECHANICAL JOINT DUCTILE IRON FITTINGS, ALL SIZES

The Contract Unit Price Bid per ton shall be payment in full for the furnishing of all labor, machinery, equipment, materials, concrete thrust blocks, concrete thrust collars, and all incidentals necessary and required to install mechanical joint ductile iron fittings on water mains where indicated, specified, or required by the Engineer. Unauthorized fittings will not be paid for. Fittings shall have mechanical joints with restraining glands (i.e. mega-lugs). Payment will be made on invoice weights of the base fitting excluding the weight of all accessories (glands, bolts, gaskets, etc.). This item shall include all incidentals associated with this work including thrust blocks and rodding.

ITEMS 8 THROUGH 10 - HYMAX GRIP COUPLINGS

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all materials, and all incidentals necessary and required to provide HYMAX Grip Couplings. This item shall include, but not be limited to: coupling restraint, bracing, and all incidentals necessary and required to complete the work per the Plans and Specifications and to the satisfaction of the Owner and Engineer. Installation of couplings shall be paid for as part of their respective connection item.

ITEMS 11 THROUGH 21 - CONNECTIONS

The Contract Lump Sum Price Bid shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to successfully complete the connections to the existing system and proposed system, as indicated on the Plans and necessary for a complete installation. This Lump Sum Bid Price shall include, but not be limited to: For "Hot Tap" connections - tapping sleeve/saddle, tapping valves, concrete bracing, valve boxes, valve pad and nameplates or concrete donut (whichever is required by detail), labor and materials for "Hot" tapping existing line, testing, disinfecting, all piping and appurtenances necessary and required that do not have a unit price established in this Contract; For "cut-in" connections - all piping and appurtenances necessary and required that do not have a unit price established in this Contract; and for all types of connections - thrust collars, temporary piping and valves, temporary plugs, complete coordination with Owner, Engineer, and any Authority with jurisdiction over the work areas. Valves, fire hydrant assemblies and authorized fittings shall be paid for under different pay items if there is a unit price established in this basis of payment for the item. If no unit price is established herein then it shall be included in this item.

ITEMS 22 AND 23 - SURFACES REPLACED FOR OPEN CUTS

The Contract Unit Price Bid per square yard shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required for preparing and replacing pavement removed from roads, driveways, and other paved areas. These items shall include all incidentals necessary and required to complete this work. Measurement for asphalt and concrete pavement replacement shall be per square yard as measured by the Engineer in the field. All paving widths shall be coordinated and approved by Engineer before saw cutting. Anything beyond approved widths will be the responsibility of the Contractor with no pay allowed. No extra payment will be made for pavement replacement required for reasons other than open trench pipe installation at connections, HDD pits, and services. Curb and gutter replacement shall be considered an incidental and included under pipe prices. Temporary patches for surfaces are not included in this item.

ITEM 24 - WATER SERVICE RECONNECTION/RELOCATION

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to connect an existing or new water service to the proposed water main. The Unit Price Bid shall include, but not be limited to: installing a new direct tap on ductile iron water main or saddle on PVC

or HDPE water main; corporation stop; curb stop; fittings as required and approved by Engineer; disconnecting existing service from meter; water management; temporary connections as required for flushing, disinfection, and testing; connecting to existing customer service lines; and all incidentals and appurtenances necessary and required to place the existing water meter into acceptable service on the water line. This item shall also include relocating/repositioning existing water meter(s), meter box, service valves, valve boxes, and all associated appurtenances when required by Engineer and Owner to be relocated in the field during construction. Connecting relocated meters and appurtenances to existing customer service lines is also included in this item. New service pipe shall be paid under a different pay item. Costs to replace damaged meter boxes with new meter boxes shall be included in this item.

ITEMS 25 AND 26 - BORED SERVICE PIPE AND CASING UNDER ROADWAYS

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to install copper service pipe underneath roads, driveways or other areas indicated on the Plans or required by the Engineer using installation methods such as moling, punching, boring etc. which meets the requirements of ALDOT, County, City, etc. as applicable. Length of crossing to be paid under this item shall be determined by the Engineer for each crossing during construction. This price shall be for installation in rock and/or soils. This price includes casing (when required) and service tubing.

ITEMS 27 AND 28 - TRENCHED SERVICE PIPE

The Contract Unit Price Bid per lineal foot shall be payment in full for the furnishing all labor, machinery, equipment, materials, and all incidentals necessary and required to install copper service pipe by trenching/digging and burying underground. The Unit Price Bid shall include, but not be limited to: earth and rock excavation; backfill; crushed stone backfill for gravel drives and paved areas; backfilling with special subgrade material where rock or unstable subgrade material is encountered and removed; dewatering; compaction of ditches; cleanup; grassing; removal of excess materials; and replacing any property damaged.

ITEMS 29 AND 30 - SERVICE MANIFOLD

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, materials, and all incidentals necessary and required to connect a new service manifold to the proposed water main. The Unit Price Bid shall include, but not be limited to: installing a new direct tap on ductile iron water main or saddle on PVC or HDPE water main; corporation stop; curb stop; fittings as required and approved by Engineer; water management; temporary connections as required for flushing, disinfection, and testing; connecting to existing customer service lines; and all incidentals and appurtenances necessary and required to place the manifold into acceptable service on the water line. This item shall also include all associated appurtenances when required by Engineer and Owner to be relocated in the field during construction. New service pipe shall be paid under a different pay item.

ITEM 31 - OWNER DIRECTED ALLOWANCE FOR EXTRA WORK

This Contract Allowance is an allowance established by the Owner for Extra Work directed by the Owner during construction. Extra Work shall not include work shown or inferred from the Plans and Specifications, the cost of which shall be included in other pay items. For any element of Extra Work paid under this item, the Contractor shall submit a cost proposal to the Owner for the Extra Work. When approved by the Owner, the Contractor shall perform the work in accordance with the approved cost proposal.

ITEM 32 - START-UP AND USE OF PROJECT COMPONENTS

The Contract Lump Sum Price shall be paid for furnishing the Owner an operable and completed Project which has successfully passed all tests as specified, been approved by all authorities for use by the Owner as intended and is put in service. This pay item includes but is not limited to: equipment/facility testing; final adjustment; coordination with controls, instruments, telemetry, and other equipment; startup; demonstration that the equipment complies with all specifications and other related services as required to demonstrate that the project is ready for operation by the Owner. The price in this item represents an allowance that is established by the Owner and used by all contractors bidding the project. Any costs the Contractor may have above this allowance shall be included in other items. Partial payment is not allowed on this item.

BID

Proposal of RAST CONSTRUCTION, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ALABAMA doing business as RAST CONSTRUCTION, INC. .*

To the **City of Alexander City, Alabama** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **2021 CDBG Water Main Improvements Bid #23-10** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, at the prices stated below, and in accordance with the "Basis of Payment" herein.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof or after the Notice of Award is transmitted to the BIDDER, provided the Award is made within the 60 days herein described. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

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 the General Conditions. The bid security attached 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 expenses to the OWNER caused there.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the calendar days as specified in Section 1 of the Special Provisions. Bidder further agrees to pay as liquidated damages, the sum as specified in Section 1 of the Special Provisions for each consecutive calendar day thereafter.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 DATED 4/4/23

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

Note: The Owner has Sales and Use Tax Exemption status under Alabama law. BIDS shall include only those taxes which are applicable based on this tax exemption status. See Special Provisions for "Application For Tax Certificate of Exemption".

ITEMS OF WORK
BID SCHEDULE

BASE BID

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	4,500	Linear Foot	8" HDPE Pipe	$252.00	$1,134,000.00
2	1	Each	2" D.I. RS Gate Valves, MJ and Valve Boxes	$1,200.00	$1,200.00
3	2	Each	4" D.I. RS Gate Valves, MJ and Valve Boxes	$1,800.00	$3,600.00
4	12	Each	6" D.I. RS Gate Valves, MJ and Valve Boxes	$2,000.00	$24,000.00
5	2	Each	8" D.I. RS Gate Valves, MJ and Valve Boxes	$3,000.00	$6,000.00
6	5	Each	Fire Hydrant Assemblies	$12,000.00	$60,000.00
7	1	Ton	Mechanical Joint Ductile Iron Fittings, All Sizes	$20,000.00	$20,000.00
8	12	Each	4" HYMAX Coupling	$1,000.00	$12,000.00
9	1	Each	6" HYMAX Coupling	$1,500.00	$1,500.00
10	2	Each	8" HYMAX Coupling	$1,800.00	$3,600.00
11	1	Lump Sum	Connection A	$6,000.00	$6,000.00

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
12	1	Lump Sum	Connection B	$20,000.00	$20,000.00
13	1	Lump Sum	Connection C	$5,000.00	$5,000.00
14	1	Lump Sum	Connection D	$5,000.00	$5,000.00
15	1	Lump Sum	Connection E	$20,000.00	$20,000.00
16	1	Lump Sum	Connection F along Line G Sta 2+10	$6,000.00	$6,000.00
17	1	Lump Sum	Connection G	$5,000.00	$5,000.00
18	1	Lump Sum	Connection H	$5,000.00	$5,000.00
19	1	Lump Sum	Connection I	$5,000.00	$5,000.00
20	1	Lump Sum	Connection J along Line H Sta 6+60 (Incorrectly Labeled as Connection F on Plans)	$5,000.00	$5,000.00
21	1	Lump Sum	Connection K	$20,000.00	$20,000.00
22	525	Square Yard	Asphalt Pavement Replaced for Cuts	$225.00	$118,125.00
23	50	Square Yard	Concrete Replaced for Open Cuts	$230.00	$11,500.00
24	71	Each	Water Service Reconnection/Relocation	$2,000.00	$142,000.00
25	800	Linear Foot	1" Service Pipe – Bored	$65.00	$52,000.00
26	25	Linear Foot	2" Service Pipe – Bored	$100.00	$2,500.00
27	700	Linear Foot	Trenched 1" Copper Service Pipe	$65.00	$45,500.00
28	50	Linear Foot	Trenched 2" Copper Service Pipe	$100.00	$5,000.00
29	13	Each	1" Service Manifold	$1,000.00	$13,000.00

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
30	2	Each	2" Service Manifold	$ 4,000.00	$ 8,000.00
31	1	Lump Sum	Owner Directed Allowance	$30,000.00	$30,000.00
32	1	Lump Sum	Start-up and Use of Project Components	$ 90,000.00	$ 90,000.00

TOTAL OF BASE BID $ 1,835,525.00

ACCOUNTING OF SALES AND USE TAX SAVINGS

Pursuant to Alabama Law, (Alabama Act 2018-234), BIDDER accounts for the Sales and Use Tax savings which are NOT included in the Items of Work - Bid Schedule as follows:

Bidder shall write in the estimated Sales and Use Tax savings which are NOT included in:

1. BASE BID: $ 14,100.00

Failure to provide an accounting of Sales and Use Tax savings in the blank(s) above shall be grounds for the Owner to render the bid non-responsive. Other than determining responsiveness, the estimated Sales and Use Tax savings shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder. Accordingly, the Contractor will not be paid for the Sales and Use Tax savings written in the blank(s) above. Bidder shall reference the Special Provisions for "Application for Tax Certificate of Exemption".

MATERIAL DELIVERY LEAD TIMES (SEE SPECIAL PROVISIONS)

Indicate the specific number of calendar days required to deliver each specified material order to the jobsite, after each order is submitted by the Contractor (lead time).

HDPE Pipe	42	calendar days
Ductile Iron Fittings	14	calendar days
Gate Valves	14	calendar days
Fire Hydrants	21	calendar days
HYMAX Grip Couplings	14	calendar days

Respectfully submitted:

Signature

2901 SHANNON OXMOOR RD
BIRMINGHAM, AL 35211
Address

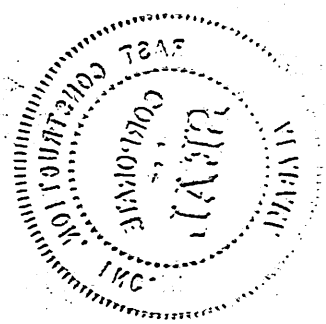
MICHAEL VONESCHENBACH CFO
Print Name and Title

9554
Alabama License Number

4-5-2023
Date

(SEAL - if BID is by a Corporation)

Attest



ALABAMA IMMIGRATION LAW COMPLIANCE

State of ALABAMA

County of JEFFERSON

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR
(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

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

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CFO (state position) for RAST CONSTRUCTION, INC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM) and will utilize the E-Verify program to verify the employment status of employees and potential employers according to Federal Rules and Regulations.

I further attest that all sub-contractors in my employment shall not knowingly employ, have for employment, or continue to employ an unauthorized alien; and are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant

Sworn to and subscribed before me this 5TH day of APRIL, 2023.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires 4-28-2025

My Commission Expires 4-28-2025

E-VERIFY DOCUMENTATION
AND
STATE CONTRACTORS LICENSE

TO BE INSERTED HERE

E-Verify

Company ID Number: 228440

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Rast Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 228440

Approved by:

Employer Rast Construction, Inc.	
Name (Please Type or Print) Michael J Von Eschenbach	Title
Signature Electronically Signed	Date 07/08/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/08/2009

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

E-Verify

Company ID Number: 228440

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Rast Construction, Inc.
Company Facility Address	2901 Shannon-Oxmoor Road Birmingham, AL 35211
Company Alternate Address	P.O. Box 2072 Birmingham, AL 35201
County or Parish	JEFFERSON
Employer Identification Number	630707262
North American Industry Classification Systems Code	237
Parent Company	Rast Construction, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 228440

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

Company ID Number: 228440

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Camelia D Glambrone
Phone Number	(205) 942 - 6888 ext. 802
Fax Number	(205) 942 - 6942
Email Address	cglambrone@rastconstruction.com

Name	John J Wanhatalo
Phone Number	(205) 942 - 6888 ext. 235
Fax Number	(205) 942 - 6942
Email Address	jwanhatalo@rastconstruction.com

Name	Michael J vonEschenbach
Phone Number	(205) 942 - 6888 ext. 223
Fax Number	(205) 942 - 6942
Email Address	mvoneschenbach@rastconstruction.com

Name	Connie Sanford
Phone Number	(205) 942 - 6888
Fax Number	(205) 942 - 6942
Email Address	accounting@rastconstruction.com

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CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Name and Address of Bidder (include zip code): RAST CONSTRUCTION, INC
2901 SHANNON OXMOOR RD, BIRMINGHAM AL 35211

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

   ☑ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☑ Yes ☐ No

3. Bidder has filed all compliance reports due (Date) under applicable instructions, including Monthly Employment Utilization Report (257).

   ☑ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ Yes ☑ No

MICHAEL VONESCHENBACH CFO

Name and Title of Signer (please print or type)

Signature

4.5.2023

Date

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

RAST CONSTRUCTION, INC

Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10

Project Name

Project Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c. No segregated facilities will be maintained.

MICHAEL VONESCHENBACH CFO

Name and Title of Signer (please print or type)

Signature

4-5-2023

Date

CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds $10,000)

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of_____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

	CFO	4-5-2023
Signature	Title	Date
Signature	Title	Date

*-Loan, grants, contracts and subsidies for less than $10,000 will be exempt.

CONTRACTOR SECTION 3 PLAN FORMAT (continued)

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING_____, 20__THROUGH_____, 20__

(Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (Business or Profession)	Total Number of Contracts	Estimated Number Total Approximate Dollar Amount	Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses

* The Project Area is coextensive with the City/County of_'s boundaries.

_____
Company

2021 CDBG Water Main Improvements Bid #23-10 _____
Project Name Project Number

_____ _____
EEO Officer – Signature Date

CONTRACTOR SECTION 3 PLAN FORMAT (continued)

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

Job Category	Total Estimate Position	No. of Positions Currently Occupied by Permanent Employees	No. of Positions Not Currently Occupied	No. of Positions to be Filled with *L.I.P.A.R.
Officers/Supervisors				
Professionals				
Housing Sales/Rental Managements				
Office/Clerical				
Service Workers				
Others				
Trade:				
Journeymen				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
Trade:				
Journeymen				
Helper				
Apprentices				
Maximum No. of Trainees				
Others				
TOTAL				

*- Lower Income Project Area Residents

Individuals residing in the City/County of Coosa and Tallapoosa whose family income does not exceed 90% of the mean median income of the SMSA.

_____

Company

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

RAST CONSTRUCTION, INC

Name of Prime Contractor

2021 CDBG Water Main Improvements Bid #23-10

Project Number

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR CERTIFICATION:

Name and Address of Subcontractor (include zip code): _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

   ☐ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☐ Yes ☐ No

3. Subcontractor has filed all compliance reports due___(Date)___ under applicable instructions, including Monthly Employment Utilization Report (257).

   ☐ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐ Yes ☐ No

_____

Name and Title of Signer (please print or type)

_____ _____

Signature Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____
Name of Subcontractor

2021 CDBG Water Main Improvements Bid #23-10
Project Name

_____
Project Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____
Name and Title of Signer (please print or type)

_____ _____
Signature Date

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 9554

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

RAST CONSTRUCTION INC

BIRMINGHAM, AL 35211

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

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **May 31, 2023** when this Certificate expires.

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

13th day of **May, 2022**

183358

SECRETARY-TREASURER

CHAIRMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MRM, LLC.
PO Box 382408
Birmingham, AL 35238

www.mrm-llc.com

CONTACT NAME: Melanie Ginn
PHONE (A/C, No, Ext): 877-402-5246 FAX (A/C, No): 205-730-2833
E-MAIL ADDRESS: certs@mrm-llc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alabama Associated General Contractors SIF	
INSURER B : Midwest Employers Casualty Company	23612
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rast Construction, Inc.
2901 Shannon-Oxmoor Road
Birmingham AL 35211

COVERAGES **CERTIFICATE NUMBER:** 73762901 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	BG018-2023-AL	1/1/2023	1/1/2024	✓ PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)	N / A		EWC009234	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding effective and expiration, both days are at 12:01 am Standard Time at the insured's address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC) is rated by A.M. Best & their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.
Project: 2021 CDBG Water Main Improvements Bid #23-10. Waiver of subrogation in favor of certificate holder when required by written contract.
Carrier acknowledges 30-day notice of cancellation except in the case of nonpayment of premium for which a 10-day notice would apply.

CERTIFICATE HOLDER

The City of Alexander City, Alabama
and others named in the contract
PO Box 552
Alexander City AL 35011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Terry Young

AGENCY CUSTOMER ID: BG018

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MRM, LLC.		Rast Construction, Inc. 2901 Shannon-Oxmoor Road Birmingham AL 35211
POLICY NUMBER BG018-2023-AL		
CARRIER Alabama Associated General Contractors SIF	NAIC CODE	EFFECTIVE DATE: 1/1/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: The City of Alexander City, Alabama and others named in the contract

ADDRESS: PO Box 552 Alexander City AL 35011

Project: 2021 CDBG Water Main Improvements Bid #23-10.

Waiver of subrogation in favor of certificate holder, owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) when required by written contract.

Carrier acknowledges 30-day notice of cancellation except in the case of nonpayment of premium for which a 10-day notice would apply.

Coverage afforded under Alabama work comp law.

NO USLH Coverage is provided under this certificate.

This certificate cancels and supersedes ALL previously issued certificates.

ADDITIONAL AMENDMENT TO CERTIFICATE OF LIABILITY INSURANCE

EFFECTIVE DATE: 4/5/2023

ATTACHES AND FORMS A PART OF INSURING AGREEMENT #: BG018-2023-AL

ATTACHES AND FORMS A PART OF INSURING AGREEMENT #: EWC009234

CARRIER: Alabama Associated General Contractors Self Insurers Fund (dba CompTrust AGC)

ISSUED TO: The City of Alexander City, Alabama
and others named in the contract
PO Box 552
Alexander City AL 35011

ISSUED BY: MRM, LLC., P O Box 382408, Birmingham Alabama 35238

NAMED INSURED: Rast Construction, Inc.
2901 Shannon-Oxmoor Road
Birmingham AL 35211

ADDITIONAL REMARKS – THIS ADDITIONAL REMARKS FORM IS A SCHEDULE / AMENDMENT TO ACORD FORM #25, TITLED "CERTIFICATE OF LIABILITY INSURANCE."

REMARKS:

Project: 2021 CDBG Water Main Improvements Bid #23-10.

Waiver of subrogation in favor of certificate holder, owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) when required by written contract.

Carrier acknowledges 30-day notice of cancellation except in the case of nonpayment of premium for which a 10-day notice would apply.

Coverage afforded under Alabama work comp law.

NO USLH Coverage is provided under this certificate.

AUTHORIZED REPRESENTATIVE:

Terry Young

Millennium Risk Managers, LLC

RASTCON-01 GBEVIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lakeview Risk Partners, LLC
2927 2nd Avenue South
Birmingham, AL 35233

CONTACT NAME: Gail Bevier
PHONE (A/C, No, Ext): (205) 874-7804 FAX (A/C, No): (205) 879-1946
E-MAIL ADDRESS: gbevier@lakeviewrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rast Construction, Inc.
2901 Shannon Oxmoor Road
Birmingham, AL 35211

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL 6024320239	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							EBL EACH EMPLOY	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BUA 6024320225	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUE 6024320242	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
							AGGREGATE	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Builder's Risk			QT-630-4P351151-TIL-23	1/1/2023	1/1/2024	Property Limit up to	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sample Certificate of Insurance for 2021 CDBG Water Main Improvements Bid #23-10

If required by written contract The City of Alexander City, Alabama and others named in the contract are Additional Insureds on a primary basis on the General Liability, Automobile Liability, Umbrella and Builder's Risk policies and further granted Waivers of Subrogation on all listed policies. Thirty (30) days prior written notice in the event of cancellation, nonrenewal or material change, except ten (10) days notice for nonpayment of premium, will be provided to the Certificate Holder is required by written contract.

CERTIFICATE HOLDER

SAMPLE: The City of Alexander City, Alabama
P.O. Box 552
Alexander City, AL 35011

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CNA	CNA PARAMOUNT **Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

   A. in the performance of your ongoing operations subject to such **written contract**; or

   B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

      1. the **written contract** requires you to provide the additional insured such coverage; and

      2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

   then paragraph **I.** above is deleted in its entirety and replaced by the following:

   WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the **written contract**; or

   B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

   "Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

   1. Which are no longer in force; or

   2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. **Coverage D - Key Employee Exclusions**

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. **Death or Disability**

   death or permanent disability of a **key employee** relating to, or arising out of:

   a. nuclear reaction or radiation or radioactive contamination, however caused;

   b. sickness or disease, including mental illness or mental injury;

   c. pregnancy, childbirth, miscarriage or abortion;

   d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;

   e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;

   f. war, including undeclared or civil war;

   g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. **Other Expenses**

   a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:

      i. find a permanent replacement for the **key employee**; and

      ii. reduce or discontinue the **key employee** replacement expense;

      as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.

   b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds.**

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance.**

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

   a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.

   b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PAK - BUILDERS' RISK AMENDATORY ENDORSEMENT

ADDITIONAL CONDITIONS CHANGES

This endorsement modifies insurance provided under the following:

CONSTRUCTION PAK - BUILDERS' RISK COVERAGE FORM

The following changes are made to Section E - ADDITIONAL CONDITIONS:

1. The Additional Named Insured Additional Condition is replaced by the following:

   Additional Named Insured

   The following persons or organizations are included as Additional Named Insureds when you have agreed in a written contract or written agreement, executed prior to loss, to name such persons or organizations as an Additional Named Insured, but only to the extent of their financial interest in the Covered Property:

   a. Owners of Covered Property;

   b. Mortgagees or loss payees;

   c. Contractors, sub contractors and sub-sub contractors;

   d. Any architect, engineer or other party or entity responsible for any design, specifications or plans for the fabrication, erection or completion of Covered Property; and

   e. Lessors or lessees.

2. The Transfer Of Rights Of Recovery Against Others To Us Additional Condition in Section E - ADDITIONAL CONDITIONS of the CONSTRUCTION PAK - BUILDERS' RISK COVERAGE FORM and the Transfer Of Rights Of Recovery Against Others To Us Loss Condition in the LOSS CONDITIONS Section of the COMMERCIAL INLAND MARINE CONDITIONS are replaced by the following:

   Transfer Of Rights Of Recovery Against Others To Us

   If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss or damage to impair them. But you may waive your rights against another party in writing:

   a. Prior to loss to your Covered Property.

This waiver to recover damages does not apply to any contractor, manufacturer or supplier of machinery, equipment or other insured property that has agreed to make good loss or damage under a guaranty or warranty.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

This will not restrict your insurance.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RAST CONSTRUCTION, INC.

Endorsement Effective Date: 01/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

A. notices that are published include material placed on the Internet or on similar electronic means of communication; and

B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement.**

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim.**

Auto means:

A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment.**

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

A. **suit**; or