



Contract Documents and Specifications for Construction of

Redstone Gateway
Package 1B-5 Gravity Sanitary Sewer

Redstone Arsenal
Huntsville, Alabama



HUNTSVILLE
The Star of Alabama



LBYD, Inc. Civil & Structural Engineers
305 Church Street SW
Suite 719
Huntsville, AL 35801

LBYD's Job No. 302-10-002A
City of Huntsville Project No. 65-08-SM05

March 22, 2011

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Huntsville, AL (Redstone Arsenal)
City of Huntsville Project No. 65-08-SM05
ENGINEER’S JOB NO. 302-10-002A

All bid documents, including plans, specifications, geotechnical reports, environmental site assessment, etc., can be found on the City of Huntsville website at
<http://www.huntsvilleal.gov/engineering/bidlist.html>

City of Huntsville Engineering of Public Works Department Standard Specifications for the Construction of Public Improvements can be found at:
<ftp://www.huntsvilleal.gov/City/Engineering/Standard%20Specs%20Construction%20Public%20Improvements.pdf>

City of Huntsville Engineering Department “Design and Acceptance Manual for Sanitary Sewers” Dated November 2005 can be found at:
<ftp://www.huntsvilleal.gov/City/Engineering/sanitarysewermanual.pdf>

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Redstone Gateway Phase 1A Mass Grading Package Dated September 22, 2010.
Redstone Gateway Phase 1B Gravity Sewer, Dated March 18, 2011 by Building &
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General Requirements

INSTRUCTIONS TO BIDDERS (Package 1B-5 Gravity Sanitary Sewer)

This contract is to be bid on a unit price basis. Any, and all items of work listed in the Specifications, items shown on the contract drawings, and all of the following items (unless broken out as a separate pay item on the bid form) shall be considered incidental to and shall be included in each pay item as required:

Instructions to bidders:

- Drawings and specification reproduction costs as needed.
- All Gravity Sewer construction shall be per the City of Huntsville Engineering Department “Design and Acceptance Manual for Sanitary Sewers” Dated November 2005 at the following website:
<ftp://www.huntsvilleal.gov/City/Engineering/sanitarysewermanual.pdf>
- Review of project schedule requirements and compliance with as shown on Package 1B-5 Gravity Sanitary Sewer Proposal Form.
- Layout/construction staking for own scope.
- “Red-line” as-builts as defined in the bid documents.
- Highlight work progress “daily” on City of Huntsville (COH) Project Manager’s drawings kept on-site in their jobsite trailer and submit “Daily Reports” as required.
- Final surveys and certified as-builts will be provided by “others”.
- Traffic control and clean-up associated with own scope including all roadways and parking areas (daily cleaning as minimum).
- Trailers, utility hook ups, and associated utility costs for own scope as needed.
- Telephones, portable toilets, temporary/permanent power, drinking water, ice, cups, and trash dumpsters as needed for own scope.
- Construction water as needed for own scope.
- Unloading and hoisting of materials for own scope.
- Performance and payment bonds.
- Security of own facilities, equipment, personnel, materials, etc.
- Lighting and other means necessary for after hours work if required for own scope.
- Coordination with the work of ALL packages and any work “by others” (including future packages).
- Access and maintenance of access to own work area.
- Dewatering for own scope.
- All labor, materials, equipment, taxes, insurances, supervision, and any other items necessary for execution and timely completion of work for own scope.
- Identification, verification, and protection of utilities (including utility poles) passing through the site and ensure that they remain in service at all times or until new utilities are complete and immediate repair if damaged.
- Safely work around/under all existing overhead utility lines and utility poles and coordination with TVA and Redstone Arsenal as required. (Note there are 161kV lines on portions of the site).
- Avoid existing electrical substation area(s) at all times.
- NPDES/ADEM permits have been obtained by L.W. Redstone (Developer).
- Associated NPDES/ADEM monitoring and formal reporting will be provided by City of Huntsville Project Manager.
- Contractor is responsible for all required daily reports/own monitoring and will be responsible for any fines and/or remedies associated with any lack of compliance, if such occurs, for own scope.

- Temporary seeding, repairs, cleaning and/or replacement of erosion control devices damaged by self and responsibility for associated fines and/or remedies.
- All erosion control installation as referenced and/or defined in the project specifications and/or drawings, and including maintenance and upkeep until own contract has been completed, accepted, and approved by Owner (including sediment removal/de-mucking as required).
- All permits, licenses, and associated costs. All notifications, inspections, testing, and certifications as required for your scope unless specifically specified as being provided “by others”.
- Soils compaction, asphalt, and concrete testing are by “others”.
- Clearing, grubbing, and removal to off-site location as required for own scope of work (NO BURNING ALLOWED).
- Avoid traffic impacts to existing visitor center access drives, Overlook Road, parking areas, and drives.
- All safety requirements/plans/meetings associated with own scope of work in accordance with OSHA as a minimum.
- All General and Special Conditions set forth in the Bid Documents.
- All requirements outlined in the Notice to Contractors.
- Repair to any existing items/construction if damaged during the installation of your package.
- Protection of your scope of work through completion and acceptance by Owner.
- Immediate replacement of new construction or existing items if damaged during construction for your scope of work.
- Previously bid and awarded Package 1A Mass Grading and Utilities drawings, specifications, and instructions to bidders will be available at the following website for your information while bidding the Package 1B-5 Gravity Sanitary Sewer for coordination purposes, as required:
<http://www.huntsvilleal.gov/engineering/archivedplans.php#r>
- Package 1B Roadway and Utilities drawings, specifications, and instructions to bidders will be available for information and coordination purposes at the following website: <http://www.huntsvilleal.gov/engineering/bidlist.html>
- Redstone Arsenal Security Clearance procedures are NOT required for areas outside of the security fence (North of Overlook Road). However, base security rules/regulations will be in effect for this area due to concurrent jurisdiction.
- Redstone Arsenal Security Clearance procedures **ARE required for areas inside the security fence (South of Overlook Road). Security clearance procedures for own staff are required (coordinated through City of Huntsville Project Manager).**
- Coordination with Redstone Arsenal and assurance that proper security is maintained at all times for areas inside the security fence (see notes above) including all responsibility for any fines, penalties, and/or imprisonment for non-compliance with Redstone Arsenal security procedures/direction.
- Proper removal and replacement of existing security fence as required.
- Cooperation/coordination with Owner and Owner’s agents (to include the geotechnical engineer, project engineer, Owner’s Project Manager).
- Coordination with Huntsville Utilities, TVA, and/or their contractors, as required.
- Compaction requirements as defined in the contract documents.

- All demolition and proper off-site removal as required for own scope. Reference fence specifications and drawings for fence replacement information.
- Replacement of any removed and/or damaged fence and responsibility of associated base security requirements.
- Installation, maintenance, and removal (if required) of gravel construction entrance and construction access drives as needed for own scope.
- Relocate, remove, and/or abandon existing utilities as required per contract documents.
- All visual testing, test pits, or excavation as required by the geotechnical engineer. (This includes excavation for proctor samples).
- Coordination with other contractors and overall project schedule with regards to open ditches, laybacks, and timing of work by others.
- Specialty Covers per project specifications (See drawing C7.1).
- Specialty Hinged Ring Covers per project specifications (See Drawing C7.1) for pricing 1B-5 Option #1 on the Proposal Form.
- Coordination and cooperation with future COH sanitary force main and pump station installation and other future utility installation which may be awarded prior to completion of this package.
- Proper drainage and/or associated dewatering of site throughout construction.
- Demo and replacement of existing curb, gutter, curb drainage system, flumes, and base under curb as required.
- Milling, saw-cutting, patching, and repair as needed for proper tie-in and/or new construction.
- Temporary signage, temporary striping, and traffic control as needed for own scope.
- Any and all means of “off-site” and “on-site” pedestrian and traffic control for own scope while present at site.
- Finish grading and seeding on all disturbed and stockpile areas as required.
- **One-way traffic shall be maintained at all times on Overlook Road.**
- All earthwork shall be unclassified, to include but not limited to: rock, classification of soil, topsoil, unsuitable soils, moisture, organics, deleterious material, muck, etc.
- Excess material shall be placed and compacted at an on-site location in accordance with the bid documents per COH Project Manager’s direction.
- Package 1B-5 Gravity Sanitary Sewer Contractor must accept final grades installed by Package 1A-2 (Mass Grading, Critical Pad Delivery, Preliminary Storm Sewer, and Railroad Spur Demolition) Contractor upon approval and verification by COH Project Manager.
- All gravity sanitary sewer mains shall be bedded per AWWA C150, Type 5 and per the City of Huntsville Design and Acceptance Manual for Sanitary Sewers Dated November 2005.
- All gravity sanitary sewer mains shall be Polyethylene wrapped, include a cement liner and have a bituminous coating per City of Huntsville Design and Acceptance Manual for Sanitary Sewers Dated November 2005.
- The limits of construction for the Gravity Sanitary Sewer System shall be the proposed road right-of-ways and/or a thirty (30) foot wide temporary construction easement along each side of the twenty (20) foot sanitary easement.

REDSTONE GATEWAY PACKAGE 1B-5 GRAVITY SANITARY SEWER PACKAGE
PROJECT NUMBER #65-08-SM05

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PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF _____
(NAME)

(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

REDSTONE GATEWAY PACKAGE 1B-5 GRAVITY SANITARY SEWER PACKAGE
PROJECT #65-08-SM05

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder, either on page 2 of the Proposal or on the outside of the envelope, otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material, and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to 3 1/2" floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that the Contract Time for completion of all work North of Overlook Road (With Exception to LINE D) is ONE HUNDRED NINE (109) calendar days from Notice to Proceed and all remaining work (South of Overlook Road and LINE D) is ONE HUNDRED NINETY-FOUR (194) calendar days from Notice to Proceed.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the Contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the Contractor failing to submit the required items within the 15 days.

REDSTONE GATEWAY PACKAGE 1B-5 GRAVITY SANITARY SEWER PACKAGE
PROJECT #65-08-SM05

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding \$10,000.00, payable to the City of Huntsville, Alabama, which is to be forfeited as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: _____, 20 ____.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

OUR CONTRACTOR'S STATE LICENSE NO. IS _____

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES PRESIDENT _____

OF SECRETARY _____

OFFICERS TREASURER _____

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be faxed to those bidders who attend and have signed in at the pre-bid meeting. It is the responsibility of all bidders to refer to the website for any updates.

**ATTACHMENT "A" to PROPOSAL
 PACKAGE 1B-5 GRAVITY SANITARY SEWER BID FORM
 REDSTONE GATE WAY
 COH PROJECT NO. 65-08-SM05**

ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT	AMOUNT DESCRIPTION
1	MOBILIZATION (NOT TO EXCEED 5% OF TOTAL BASE BID)	1	LS	\$	\$	FOR THE LUMP SUM PRICE OF _____ DOLLARS AND _____ CENTS
2	CLEARING & GRUBBING	3.5	AC	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
3	REMOVE AND REPLACE EXISTING SECURITY FENCE (INCLUDING MAINTENANCE)	2	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
4	SEEDING AND GRASSING	6.5	AC	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
5	SILT FENCE	5,400	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
6	RIP RAP CHECK DAMS	2	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
7	REMOVAL OF EROSION CONTROL DEVICES	1	LS	\$	\$	FOR THE LUMP SUM PRICE OF _____ DOLLARS AND _____ CENTS

8	16" DIP POLYETHYLENE WRAPPED GRAVITY SANITARY SEWER (CLASS 250) WITH CEMENT MORTAR LINER AND BITUMINOUS SEAL COAT	2,085	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
9	12" DIP POLYETHYLENE WRAPPED GRAVITY SANITARY SEWER (CLASS 350) WITH CEMENT MORTAR LINER AND BITUMINOUS SEAL COAT	2,555	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
10	10" DIP POLYETHYLENE WRAPPED GRAVITY SANITARY SEWER (CLASS 350) WITH CEMENT MORTAR LINER AND BITUMINOUS SEAL COAT	1,529	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
11	8" DIP POLYETHYLENE WRAPPED GRAVITY SANITARY SEWER (CLASS 350) WITH CEMENT MORTAR LINER AND BITUMINOUS SEAL COAT	5,666	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
12	48" DIAMETER PRE-CAST SANITARY SEWER MANHOLE (TYPICAL)	59	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
13	TIE TO EXISTING "DEAD END" MANHOLES (TYPICAL)	2	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
14	OVERLOOK ROAD CROSSINGS	2	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
15	TYPE II CONSTRUCTION TRAILER IN PLACE AS REQUIRED	1	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
16	TESTING FOR GRAVITY SEWER (MATERIALS AND INSTALLATION) TVI AND PRESSURE TESTING	11,835	LF	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS

17	TESTING FOR MANHOLES (MATERIALS AND INSTALLATION)	59	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
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18	DEMOBILIZATION	1	LS	\$	\$	FOR THE LUMP SUM PRICE OF _____ DOLLARS AND _____ CENTS
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TOTAL BASE BID		1	LS	\$	\$	FOR THE LUMP SUM PRICE OF _____ DOLLARS AND _____ CENTS
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ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, APPERTUENCES OVERHEAD, FEES AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.

1B-5 OPTION #1:

HINGED SANITARY SEWER MANHOLE RING AND COVERS PER DETAIL ON DRAWING C7.1 (MATERIALS AND INSTALLATION)		59	EA	\$	\$	FOR THE UNIT PRICE OF _____ DOLLARS AND _____ CENTS
---	--	----	----	----	----	--

COMPANY _____
SIGNATURE _____
DATE _____

ATTACHMENT "D" to PROPOSAL

REDSTONE GATEWAY PACKAGE 1B-5 GRAVITY SANITARY SEWER PACKAGE
PROJECT #65-08-SM05

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates Contractor's ability on similar projects.

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT "E" to PROPOSAL

NOTICE TO CONTRACTORS

Pre-bid meeting to be held on March 21, 2011 at 1:00 pm, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

WANTED: Sealed bids in duplicate for the construction of: Redstone Gateway Package 1B-5 Gravity Sanitary Sewer, more particularly known as Project No. #65-08-SM05

Description of Project:

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractors name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama Contractors bidding under similar circumstances."

This project Redstone Gateway Package 1B-5 Gravity Sanitary Sewer, more particularly known as Project No. #65-08-SM05 requires the Contractor to possess a State of Alabama Classification of MU or MU-S or HS.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In the event of a discrepancy between the prices shown in figures and in words, the words shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, on the 1st Floor in the Conference Room, on the 30th day of March, 2011, until 11:00 a.m. Each bid shall be accompanied by Bid Bond in the amount of five percent of the bid, not exceeding, \$10,000.00, payable to the City of Huntsville, Alabama. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: www.huntsvilleal.gov/engineering. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineering/bidlist.html. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing on either a 3 1/2" floppy disk or CD in the Excel format provided by the COH (Attachment "A") and made available for download from the Engineering website. The bid disk or CD must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

ATTACHMENT "F" to PROPOSAL

**Sample copy of Invoice
REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION**

PROJECT NAME AND NUMBER: _____

ESTIMATE NUMBER: ONE (1) PERIOD FROM: 03/11/05 TO _____

CONTRACT DURATION 0 DAYS
START DATE: 03/11/05 END DATE: 3/11/05 TOTAL CONTRACT TIME (3) 0 DAYS

**REFER TO COH SUPPLEMENT
TO GENERAL REQUIREMENTS:
CHANGE ORDERS - CHANGE
TO CONTRACT TIME**

TIME	C.O. # 1	DAYS ADDED	<u>0</u>	CONTRACT DAYS REMAINING	<u>0</u>
TIME	C.O. # 2	DAYS ADDED	<u>0</u>		

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ 200,000.00 CURRENT \$ 200,000.00

C.O. # 1 \$ -
C.O. # 2 \$ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ -

MATERIAL STORED (INVOICE ATTACHED) \$ -

RETAINAGE (5%) OF 50% OF CONTRACT \$ -

AMOUNT EARNED AFTER RETAINAGE \$ -

LIQUIDATED DAMAGES PER DAY 300

LIQUIDATED DAMAGES ASSESSED TO DATE: -

**FOR QUESTIONS RELATED TO PAYMENT
CALCULATIONS, LIQUIDATED DAMAGES, AND
CHANGE ORDER REQUIREMENTS, PLEASE REFERENCE
YOUR CONTRACT
SUPPLEMENT TO GENERAL REQUIREMENTS SECTION,
4. CHANGE ORDERS.
12. PAYMENT.
13. LIQUIDATED DAMAGES**

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ -

A: % OF TIME ELAPSED: $\frac{\text{TIME ELAPSED TO DATE}}{\text{TOTAL CONTRACT TIME (3)}} = \frac{0}{0} = \text{DAYS}$

B: PROJECT COMPLETION: $\frac{\text{TOTAL EARNED TO DATE (2)}}{\text{TOTAL CONTRACT AMOUNT}} = \frac{-}{200,000.00} = 0\%$

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all materials, labor, and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____ SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____ CONSTRUCTION INSPECTOR

BY: _____ SHANE DAVIS, CITY ENGINEER
OR RON ADAMS, DEPUTY CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____ PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

**CITY OF HUNTSVILLE, ALBAMA
CONTRACTOR E-VERIFY CERTIFICATION**

The City of Huntsville, Alabama ("City") has adopted Ordinance No. 09-735 ("E-Verify Ordinance"), which requires that certain contractors of the City comply with certain employment requirements. The ordinance appears on the following pages.

Pursuant to the E-Verify Ordinance, the undersigned ("Contractor") hereby acknowledges:

1. That it has obtained a copy of this certification that includes the E-Verify Ordinance; and
2. That it has read and understands the requirements of the E-Verify Ordinance, particularly Section 3 – Requirements and Section 4 – Enforcement Provisions that pertain to Contractor; and
3. That if Contractor elects to use an alternate comparable employment eligibility verification system to be used in lieu of E-Verify as defined in the E-Verify Ordinance, Contractor shall make a written request for approval of such system to the City's Finance Director through the Procurement Services Division; and
4. That if Contractor uses one or more subcontractors in connection with the performance of a contract as defined in the E-Verify Ordinance, Contractor shall include in all subcontracts valued at \$3,000 or more the requirement for compliance by the subcontractor with the E-Verify Ordinance, and that certification from a subcontractor shall be furnished by the Contractor to the City within three (3) working days from the date of execution the subcontract agreement; and
5. That failure to comply with the E-Verify Ordinance by Contractor or subcontractor shall be a material breach of its Contract with the City.
6. That it shall submit proof of enrollment in the E-Verify system or approved alternate system upon request of the City, prior to award of a contract.

Pursuant to the E-Verify Ordinance, the undersigned ("Contractor") hereby certifies:

1. That pursuant to 8 U.S.C. § 1324a, it shall be unlawful for Contractor to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment; and
2. That contractor shall not knowingly employ or contract with an unauthorized alien in violation of 8 U.S.C. § 1324a.

Printed legal name of Contractor

Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

Date

Introduced 8/13/09
Adopted 8/27/09

ORDINANCE NO. 09-735

ORDINANCE REQUIRING CONTRACTORS TO ATTEST THEY WILL NOT KNOWINGLY VIOLATE 8 U.S.C. § 1324a AND TO ENROLL IN EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM

SECTION 1. DECLARATION OF PURPOSE

A. The Huntsville City Council declares:

1. 8 U.S.C. § 1324a makes it unlawful to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment;
2. The City of Huntsville shall require all contractors, as that term is defined by this ordinance, to certify that they will not knowingly violate 8 U.S.C. § 1324a as a condition of receiving a contract;
3. The City of Huntsville shall require all contractors, as that term is defined by this ordinance, to enroll in a designated employment eligibility verification system as a condition of receiving a contract;
4. The City of Huntsville shall require all contractors, as that term is defined by this ordinance, to remain enrolled in a designated employment eligibility verification system throughout the term of a contract; and
5. The City of Huntsville has the right to decline to award, renew or extend a contract and the right to terminate a contract, without any liability, for a contractor's failure to comply with this ordinance.

SECTION 2. DEFINITIONS

A. When used in this ordinance, the following words and terms shall have these meanings and shall be construed so as to be consistent with federal and state law:

1. "City" means the City of Huntsville, Alabama.
2. "Commercially available off-the-shelf (COTS) item" means any item of supply that is sold in substantial quantities in the commercial marketplace and offered to the City in the same form that it is available in the commercial marketplace, or with minor modifications.
3. "Contract" shall mean all types of agreements, including, but not limited to, orders for the purchase or disposal

of supplies or equipment, labor, services, construction, management, or any other item; contracts providing for the issuance of job or task orders; master agreements; and franchise agreements.

4. "Contractor" means any person, employer, or business entity that enters into a contract with the City, has submitted a bid on a contract with the City, or intends to bid on a contract with the City and such contract value is in the amount of \$15,000 or more. This definition shall include, but not be limited to, a subcontractor, contract employee, or a recruiting or staffing entity. No governmental agency shall be considered to be a contractor for the purposes of this ordinance.
5. "Designated employment eligibility verification system" is the employment eligibility verification system designated by the City to be used by contractors in compliance with this ordinance.
6. "E-Verify" is a free Internet-based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees.
7. "Unauthorized alien" shall have the same meaning as 8 U.S.C. § 1324a (h) (3).

SECTION 3. REQUIREMENTS.

- A. As a condition for the award, renewal, or extension of a contract with the City after January 1, 2010, a contractor must furnish written certification to the City of Huntsville the following:
 1. Pursuant to 8 U.S.C. § 1324a, it is unlawful to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment; and
 2. It will not knowingly employ or contract with an unauthorized alien in violation of 8 U.S.C. § 1324a.
- B. As a condition for the award, renewal, or extension of a contract with the City after January 1, 2010, a contractor must provide written certification that it has enrolled in the designated employment eligibility verification system.

- C. The contractor shall have a continuing obligation to remain enrolled in the designated employment eligibility verification system throughout the term of its contract with the City. Upon request of the City's Finance Director, the contractor shall provide proof of its enrollment and continued participation in the designated employment eligibility system.
- D. E-Verify shall be the designated employment eligibility verification system for the City. With prior written approval and at the sole discretion of the City's Finance Director, the City may allow an alternate comparable employment eligibility verification system to be used in lieu of E-Verify.
- E. As a contractor participant in E-Verify, the Contractor shall be required to use E-Verify for all new employees who will be working directly on the contract with the City, following completion of the Employment Eligibility Verification for I-9.
- F. The City shall include specific written notice in all requests for bids or proposals that contractors and any subcontractors are required to enroll in the E-verify program as required by this Ordinance.
- G. If a contractor uses one or more subcontractors in connection with the performance of a contract as defined herein, the contractor shall include in all subcontracts valued at \$3,000 or more the requirement for compliance by the subcontractor with this Ordinance. Certification from a subcontractor shall be furnished by the Contractor to the City within three (3) working days from the date of execution the subcontract agreement.
- H. Exceptions to the Requirements. Notwithstanding any other provision herein, these Requirements shall not apply to the purchase by the City of any commercially available off-the-shelf (COTS) item, to contracts performed outside the United States, to contracts less than \$15, 000 in value, nor to subcontracts less than \$3,000 in value.
- I. Failure to comply with the Requirements herein by a contractor or subcontractor shall be a material breach of such contract or subcontract.

SECTION 4. ENFORCEMENT PROVISIONS.

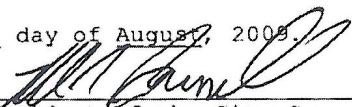
- A. The City may refuse to award, renew, or extend a contract with a contractor who refuses to certify as required in Section 3 of this ordinance.

- B. The City may refuse to award, renew or extend a contract with a contractor if the contractor has failed to enroll in the designated employment eligibility verification system, or failed to provide certification of enrollment in the designated employment eligibility verification system, or failed, upon request from City's Finance Director, to provide proof of enrollment and continued participation in the designated eligibility verification system.
- C. The City may terminate a contract with any contractor that fails to:
1. Correct a violation of 8 U.S.C. § 1324a within thirty (30) days after notification of the violation by the United States Attorney General or Secretary of Homeland Security;
 2. Remain enrolled in the designated employment eligibility verification system throughout the term of its contract with the City;
 3. Fails to provide any certifications or proof required herein in a timely manner; or
 4. Otherwise comply with the requirements of this Ordinance.

SECTION 5. SEVERABILITY

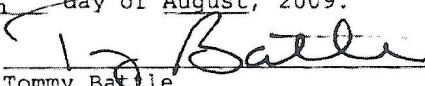
If any part of this ordinance is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the City to pass this ordinance without such unconstitutional, illegal, or invalid provision, and the remainder of this ordinance shall be deemed and held to be constitutional, lawful, and valid as if such portion had not been included. If this ordinance, or any provision of it, is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability of it to any other persons, property or circumstances.

ADOPTED this the 27th day of August, 2009.



President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of August, 2009.



Tommy Battle
Mayor of the City of Huntsville,
Alabama

ATTACHMENT "H" to PROPOSAL

W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website:

www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

**SUPPLEMENT TO GENERAL REQUIREMENTS
FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

REDSTONE GATEWAY PACKAGE 1B-5 GRAVITY SANITARY SEWER PACKAGE

PROJECT #65-08-SM05

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number, and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects, does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid, not to exceed \$10,000.00. Quantities are known as Attachment "A." No bidder may withdraw his bid within ninety (90) days after the actual date of opening. These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions.

Contract Document Order of Precedence shall be as follows:

1. Addendums
2. General Requirements (Instructions to Bidders and Bid Proposal, including Attachments)
3. Supplement to General Requirements
4. Drawings
5. Supplemental Specifications
6. Special Conditions
7. Current ALDOT Specifications

All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER. All references to PROJECT MANAGER shall mean Brasfield and Gorrie.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in words and numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the Contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the Contractor's Alabama State license number.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the Contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contact time, except in the case of an emergency.

The Owner will execute appropriate change orders prepared by the Project Manager covering changes in the work to be performed and work performed in an emergency and any other claim of the Contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Project Manager within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or

undertaken by the Contractor shall be at his expense without changing the contract price. The Owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs) (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the Owner which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Owner written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the Owner and Project Manager within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if Owner and Contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the Owner to award a time extension for abnormal weather, the following conditions must be satisfied:

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

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The Contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

Monthly anticipated adverse weather delay work days based on (5) day work week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the Contractors scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful Contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided to at the time that bids are received. This document will be known as ATTACHMENT "B." Lien waivers will be required from all subcontractors at the time of submittal of the final payment request.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "B" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by

written letter from the Owner. If subcontractors are not approved, you will be notified prior to approval of contract by City Council. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated, and sealed, bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. PERFORMANCE AND PAYMENT BONDS

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the Contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, in the amount of 100% of the contract amount.

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 23.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "E."

11. PERMITS

Additionally, the Contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time(s). Liquidated damages (multiple completion dates will be tracked separately) will be deducted from all invoices when the invoice estimate period end date(s) is later than the contract completion date(s). All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. A sample copy of the invoice is attached as Attachment "F". The OWNER will provide the disk to the Contractor. No further retainage will be held after fifty percent of the contract is complete. All payments to Contractor will be made as soon as

practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations, and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

14. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, Contractor's proposal, plans and specifications, general requirements, supplement to general requirements, and general terms and conditions, together with any addenda thereto made prior to submission of the Contractor's proposal, and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

15. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

16. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

17. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time(s), then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed (multiple completion dates will be tracked separately). The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date(s). (see Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date(s) is later than the contract completion date(s).

Section 80.11 – “Schedule of Liquidated Damages” has been amended as follows effective 1/25/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 200,000	\$ 300	\$ 600
\$ 200,000	\$ 500,000	\$ 450	\$ 900
\$ 500,000	\$ 1,000,000	\$ 650	\$1,300
\$ 1,000,000	\$ 5,000,000	\$1,250	\$2,500
\$ 5,000,000	\$2,000	\$4,000

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

18. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

19. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over, or across the project site.

20. TERMINATION FOR CONVENIENCE

A. The City may for any reason whatever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City or its designee.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed, or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

21. TERMINATION FOR CAUSE

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

22. UNBALANCED BIDS

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

23. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. For the purposes of these insurance requirements and indemnification/hold harmless provisions, the Project Manager shall be considered to be the Agent of the City of Huntsville and also named as additional insured.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

\$2,000,000	General Aggregate Limit
\$2,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

\$100,000	Bodily Injury
\$500,000	Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents, and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor, or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain

no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents, or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents, or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents, or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS, OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures the Contractor, architect, engineer, land surveyor, or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents, and specified volunteers against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to personal injury, including bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor, or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them, or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor, or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses, and expenses including, but not limited to, attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor, or consulting firm, or any of their subconsultants, or anyone directly or indirectly employed by any of them, or anyone for whose acts they are legally liable.

24. DOMESTIC PREFERENCES

In the performance of this contract, the Contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the Contractor to the penalties set forth in the sections of the Alabama Code set forth above.

25. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

26. NO DAMAGES FOR DELAYS

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in 80.09 of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the Owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

27. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

The Contractor's attention is specifically directed to §50.07 - Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

28. CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991

§80.09 (b) 2. of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time: Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

29. WARRANTIES

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the Owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

30. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to coordinate with other separate contractor's who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

31. W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

32. FINAL PAYMENT

Final payment to construction Contractor will be made after Contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction Contractor, all property pins have been reset by a licensed land surveyor hired by the construction Contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work will be complete prior to advertisement of completion. Advertisement of completion will be in a Huntsville local newspaper. The final payment request of retainage only will be submitted along with the advertisement of completion, warranties, lien waivers and Record Drawings.

33. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

34. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:

The Project Manager shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). The Project Manager is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD ROM, 100 MB zip drive, 3-1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
 - a. Any changes during construction of roadway/intersections that differ from plan drawings.
2. **Sanitary Sewers:**
 - a. Gravity Line
 - i. Horizontal Location of Manholes – Northing and easting Coordinates
 - ii. Vertical Location of Manholes – Lid elevation and Invert elevation.

- iii. Changes in location of clean outs, or end of service lateral.
- iv. Changes in length, slope, size, or material of lines.
- b. Force Mains
 - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
 - ii. Horizontal and Vertical Location of Fittings/Bends
 - iii. Changes in length, size, depth, or material of lines
 - iv. Changes in restraint types
- c. Pump Stations
 - i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
 - ii. Changes in Site Development and/or Landscaping
 - iii. Changes in Equipment

3. Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
 - i. Horizontal locations of Features – Northing and easting coordinates
 - ii. Vertical location of Features – Tops and Inverts
 - iii. Changes in type, size, or material of feature.
- b. Pipes / Culverts:
 - i. Document length
 - ii. Document slope
 - iii. Document size
 - iv. Document invert elevation
 - v. Changes in material of structure
- c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
 - i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

- ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.
- d. Detention / Retention Facility:
 - i. Changes in size, location, or material of facility.
 - ii. Changes in location and type of geotechnical fabric used.
 - iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Street Text	0	3	0	20	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	1			
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	GPSPNT
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg

47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

35. LIEN WAIVERS

Lien waivers will be required from all subcontractors working for the Contractor. These lien waivers shall be included with your final payment package. The Contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, Contractor must provide a statement indicating such.

36. LOWEST RESPONSIBLE BIDDER

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. The City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

37. NON-RESIDENT BIDDERS

"In awarding the Contract, preference will be given to Alabama resident Contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama Contractors bidding under similar circumstances."

38. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday, as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, except with permission of the Director.

39. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 102.02(b) and Article 103.03. contract is assigned.

40. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within fifteen (15) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED.** See section 80.03 and 80.04 for additional requirements.

41. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS

§80.09 (b) Contracts on a Calendar Day or Calendar Date Basis §80.09 (b) first paragraph reads: “When the notice to proceed is delayed more than 10 calendar days after execution of the contract, the date of completion will be extended . . .” Shall be amended to read “When the notice to proceed is delayed more than **15** calendar days after execution of the contract, the date of completion will be extended . . .”

Section 80.09(B) is revised to remove the last sentence of the first paragraph: (“Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.”) It is replaced by: “Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER when in his judgment, the facts justify an extension. The Contractor shall provide justification, substantiated to the satisfaction of the OWNER, with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks.”

42. CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: “Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage.”

43. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

44. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a “Construction Site”, the Developer, “LW Redstone,” shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and the Contractor shall maintain the worksite and Project Manager shall maintain the records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Off-site borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs 1 acre or greater or will disturb less than 1 acre but is part of a larger common plan of development or sale whose total land disturbing activities total 1 acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose storm water discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose storm water discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the “Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6” for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, Sections 50.15, 50.16, and 70.02 of the City of Huntsville “Standard Specifications For Construction Of Public Improvements, Contract Projects” (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the Developer, “LW Redstone,” because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

45. DELETION OF SECTION 50.01 – Authority of the Engineer of Record

This section is deleted.

46. SHOP DRAWINGS

The Contractor shall provide six (6) sets of all required submittals and deliver to the Project Manager for submittal to the Owner and Engineer for review and approval. The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials, and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections, or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes, whether indicated or implied on shop drawings, will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

47. E-VERIFY STATEMENT

As a condition of the contract, pursuant to 8 U.S.C. §1324a, Contractor, must certify that it has not knowingly employed, recruited, referred for a fee, or contracted with an unauthorized alien, with respect to employment in the United States. Further, Contractor certifies that it has enrolled in the designated employment eligibility verification system and will maintain enrollment throughout the term of this contract.

48. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS, AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers, and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers, and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers, and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers, and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

49. APPLICATION OF CITY OF HUNTSVILLE ENGINEERING OF PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS, 1991 EDITION. (Specifications)

The Specifications shall apply with the following modifications, additions, and stipulations listed below.

50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages,

bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

54. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

55. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

56. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

SUPPLEMENTAL SPECIFICATIONS

SECTION - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Chain-link fences.
- 2. Gates.

- B. Related Sections:

- 1. Section 501 "STRUCTURAL PORTLAND CEMENT CONCRETE" Section 503 "STEEL REINFORCEMENT", and Section 505 "STRUCTURE FOUNDATION" from the City of Huntsville Engineering of Public Works Department Standard Specifications 1991 Edition.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:
 - a. Fence Height: 7'.
 - b. Material Group: IA, ASTM F 1043, Schedule 40 steel pipe.
- B. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.
- C. All fencing fabric, frames, fitting, and accessories as zinc coated (galvanized).

1.4 SUBMITTALS

Prior to installation, submit six (6) copies of the following to the Owner for approval:

- 1. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - a. Fence and gate posts, rails, and fittings.
 - b. Chain-link fabric, reinforcements, and attachments.

- c. Accessories: Barbed wire and Barbed tape.
 - d. Gates and hardware.
2. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.
 3. Samples for Initial Selection: For components with factory-applied color finishes.
 4. Product Certificates: For each type of chain-link fence and gate, from manufacturer.
 5. Product Test Reports: For framing strength according to ASTM F 1043.
 6. Field quality-control reports.
 7. Warranty.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing fence grounding. Member Company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Pre-installation Conference: Conduct conference at Project site.
 1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
 2. Review required testing, inspecting, and certifying procedures.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- B. Clearing and grubbing will be required by fencing contractor to install the proposed fence.
- C. Security of the arsenal is paramount during the installation of this new security fence. The contractor shall work closely with the Owner, Redstone Arsenal, and the Owner's on-site representative to assure that no breaches in security occur while installing the new fence.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chain link fences and gates that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of gate operators and controls.

- b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with (CLFMI) Chain Link Fence Manufacture Institute Product Manual and with requirements indicated below:
 1. Fabric Height: 7', match existing.
 2. Steel Wire Fabric: ASTM A 392, Class 1, Zinc-coated steel wire with minimum coating weight of 1.2 oz/sq. ft. of coated surface, fabric shall be fabricated of 9 gauge wire woven in 2 inch mesh. Option vinyl fabric shall be fused and bonded as per ASTM F-668-93A Section 1.2.3 Class 2b.
 3. Selvage: Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
 1. Fence Height: 84 inches.
 - a. Line Post: 2.375 inches in diameter.
 - b. End, Corner and Pull Post: 3.0 inches.
 2. Horizontal Framework Members: Intermediate, top and bottom rails complying with ASTM F 1043.
 - a. Top Rail: 1.625 inches in diameter.
 3. Brace Rails: Comply with ASTM F 1043.
 4. Metallic Coating for Steel Framing:
 - a. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.

2.3 TENSION WIRE

- A. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824, with the following metallic coating:
 - 1. Type I, aluminum coated (aluminized).
 - 2. Type II, zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
 - a. Class 4: Not less than 1.2 oz./sq. ft. of uncoated wire surface.

2.4 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post Caps: Provide for each post.
 - 1. Provide line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading, Mill-finished aluminum rod and turnbuckle or other means of adjustment.
- H. Barbed Wire Arms: 12 gauge pressed steel with clips, slots, or other means for attaching strands of barbed wire; for each post unless otherwise indicated, and as follows:
 - 1. Provide line posts with arms that accommodate top rail or tension wire.
 - 2. Provide corner arms at fence corner posts, unless extended posts are indicated.
 - 3. Type I, single slanted arm.
 - 4. Type II, single vertical arm.
 - 5. Type III, V-shaped arm.
 - 6. Type IV, A-shaped arm.
- I. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:

- a. Fabric band 14" on center No. 6 gauge steel wire or 0.144 aluminum wire.

J. Finish:

1. Metallic Coating for Pressed Steel: Not less than 1.2 oz. /sq. ft. zinc.

2.5 BARBED WIRE

- A. Steel Barbed Wire: Comply with ASTM A 121, for three-strand barbed wire, 0.099-inch-diameter line wire with 0.080-inch-diameter, four-point round barbs spaced not more than 5 inches on center.

1. Zinc Coating: Type Z, Class 3.
2. 12.5 gauge wire with 14 gauge barbs.

2.6 FENCE GROUNDING

- A. Conductors: No. 2 – 7 strand copper ground conductor.

1. Material above Finished Grade: Copper.
2. Material on or below Finished Grade: Copper.
3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

- B. Connectors and Grounding Rods: Comply with UL 467.

1. Connectors for Below-Grade Use: Exothermic welded type.
2. Grounding Rods: Copper-clad steel, 5/8 inches diameter by 120 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of existing fence lines prior to fence removal.

3.3 INSTALLATION, GENERAL

- A. Install chain link fencing to comply with ASTM F 567 and details provided.

3.4 CHAIN LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand excavate holes for posts to diameters and spacing indicated in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into holes in firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Exposed Concrete: Extend two (2) inches above grade; shape and smooth to shed water.
 - b. Posts Set into Concrete in Sleeves: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with non-shrink, nonmetallic grout, anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - c. Posts Set into Voids in Concrete: Form or core drill holes not less than five (5) inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-shrink, nonmetallic grout, anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of fifteen (15) degrees or more or as indicated on the drawings.
- D. Line Posts: Space line posts uniformly at ten (10) feet on center maximum.
- E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
 - 1. Locate horizontal braces at mid-height of fabric seventy-two (72) inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch diameter hog rings of same material and finish as fabric wire, spaced a maximum of twenty (24) inches

on center. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within six (6) inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.
 2. Extended along top of barbed wire arms, extended posts and top of fence fabric for supporting barbed tape.
- G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Intermediate and Bottom Rails: Install and secure to posts with fittings.
- I. Chain Link Fabric: Apply fabric to outside of enclosing framework so as to protect the secure areas of the Arsenal. A maximum of 2" gap between the bottom of the fence fabric and the finished grade. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than twelve (12) inch intervals.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at fourteen (14) inch intervals and to rails and tension wires at twelve (12) inch intervals.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- M. Barbed Wire: Install barbed wire uniformly spaced, angled away from the security side of fence. Pull wire taut, install securely to extension arms, and secure to end post or terminal arms.

3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of 1,000 feet except as follows:

1. Fences within 100 feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
 - a. Gates and Other Fence Openings: Ground fence on each side of opening.
 - 1) Bond metal gates to gate posts.
 - 2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least eighteen (18) inches below finished grade.
 - B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
 - C. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 2 – 7 strand copper ground conductor. Connect conductor to each fence component at the grounding location, including the following:
 1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.
 2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.
 - D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
 - E. Connections: Make connections to minimize possibility of galvanic action or electrolysis. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
 - F. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

3.7 FIELD QUALITY CONTROL

- A. Grounding-Resistance Testing: Engage a qualified testing agency to perform tests and inspections.
 1. Grounding-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure grounding resistance no fewer than two full days after

last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural grounding resistance. Perform tests by two-point method according to IEEE 81.

2. Excessive Grounding Resistance: If resistance to grounding exceeds specified value, notify Engineer promptly. Include recommendations for reducing grounding resistance and a proposal to accomplish recommended work.
3. Report: Prepare test reports certified by a testing agency of grounding resistance at each test location. Include observations of weather and other phenomena that may affect test results. Submit reports to Owner upon completion. Reports required as part of required acceptance and substantial completion.

3.8 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

END OF CHAIN LINK FENCES AND GATES

SECTION - MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, and other necessary supplies and perform all work including all excavation and backfilling (without additional compensation, except where specifically set out in these specifications) at the base bid price for the work described in this Section.

1.2 COMPUTATION OF QUANTITIES

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end area.
- C. All excavation on this Project is bid as unclassified and any rock removed in the progress of the project will not increase the cost to the Owner.
- D. Dewatering is not a separate pay item.

1.3 PROGRESS AND PAYMENTS SCHEDULE

- A. Within ten (10) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Project Manager, for approval, a construction schedule of the Critical Path Method (CPM) type which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The Contractor's construction schedule must be approved by the Project Manager before any payments will be made on this contract.
- B. Within fifteen (15) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Project Manager, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Project Manager before any payments will be made on this contract.
- C. The Project Manager's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.
- D. The Contractor must make current, to the satisfaction of the Project Manager, the construction schedule and periodic estimate each time he requests a payment on this contract.

- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Project Manager before monthly payments will be made by the Owner. The Contractor shall submit five (5) current copies of each (periodic estimate and construction schedule) when requesting payment.

1.4 CONDITIONS FOR PAYMENT

- A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate; EXCEPT the Owner will retain five percent (5%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.
- B. No payment will be made for stored materials unless a proper invoice from the supplier is attached to the pay request. Further, no item whose value is less than \$1,000.00 will be considered as stored materials for pay purposes.
- C. Payment for pipeline items shall be limited to seventy-five percent (75%) of the bid price until the pipeline items have been tested and accepted by the Project Manager, then shall be limited to ninety percent (90%) of the bid price until clean-up and restoration.
- D. Payment for equipment items shall be limited to eighty-five percent (85%) of their scheduled value (materials portion only) until they are set in place. Eighty-five percent (85%) payment for stored materials and equipment shall be contingent on proper on-site storage as recommended by the equipment in accordance with manufacturer's recommendations.
- E. Payment for equipment items set in-place shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation and have been certified by the manufacturer. Ninety percent (90%) payment for installed equipment shall be contingent on proper routine maintenance of the equipment in accordance with manufacturer's recommendations.
- F. Payment for equipment items set in place and ready for operation shall be limited to ninety-five percent (95%) of their scheduled value until all acceptance tests have been completed and the required manufacturer's pre-startup operator's training have been completed.
- G. Payment for the labor portion of equipment items will be subject only to the degree of completeness and the appropriate retainage.
- H. The Owner may reduce the percent of retainage once the project has achieved satisfactory progress and is at the fifty percent (50%) mark. If the percent retainage is reduced, the dollar amount of retainage for work-in-place will not be reduced but will remain constant following the fifty percent (50%) construction status. The retainage on the equipment items shall be determined as defined hereinbefore.

- I. Additionally, the Owner may reinstate the retainage to a full five percent (5%) of the scheduled value of work-in-place and material items should the Owner, at its discretion, determine that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

1.5 CLAIMS FOR EXTRA WORK

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Project Manager written notice of said claim within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.
- C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Project Manager, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Project Manager.
- D. If, on the basis of the available evidence, the Project Manager determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".
- E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument, or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under this Contract, and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.6 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus a maximum 15 percent for added work or a minimum fifteen (15) percent for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the 15 percent (maximum for added work and minimum for deleted work) is interpreted to mean the subcontractor's

supervision, overhead and profit, and an additional 5 percent (maximum for added work and minimum for deleted work) may then be added to such costs to cover the General Contractor's supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed but, in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.

2. By estimate and acceptance in a lump sum.
 3. By unit prices named in the Contract or subsequently agreed upon.
- B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Project Manager and approved by the Owner.
- C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
- D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written Change Order from the Project Manager, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Project Manager.
- E. All excavation shall be bid as unclassified and rock removal shall be at no additional cost to the Owner.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

PART 4 - PAYMENT

4.1 BASIS OF PAYMENT

The Total Base Bid Price set forth in the Bidder's Proposal shall constitute full compensation for the Work, as specified and as shown on the Drawings. This payment shall constitute full remuneration for all work performed and all material and equipment supplied (except for extra work, as described in Paragraphs 1.04 and 1.05 hereinbefore) in connection therewith. This shall include all associated site work, structural, architectural, equipment, mechanical and electrical work, together with all other appurtenant work shown on the Drawings and/or specified.

4.2 PAYMENT ITEMS

- A. The pay items listed below refer to the items listed in Attachment "A" to Proposal – Package 1B-5 Gravity Sanitary Sewer Bid Form and are the only pay items under the base bid for this contract.
1. Mobilization - Not to Exceed 5% of Total Base Bid (Bid Item #1)

- a. Measurement and payment for mobilization, except as otherwise specified, will be based on a lump sum price to provide full compensation for all required measures for mobilization.
 - b. Payment for mobilization will be made at the Contract lump sum price for mobilization, which price and payment shall be full compensation for all required measures to complete mobilization efforts for the construction of the Work included in this Contract.
2. Clearing and Grubbing (Bid Item #2)
 - a. Measurement and payment for clearing and grubbing, except as otherwise specified, will be based on the area, measured in acres, actually cleared and grubbed for the construction of the project.
 - b. Payment for clearing and grubbing will be made at the Contract unit price per acre, which price and payment shall be full compensation for all clearing and grubbing activities, proper off-site disposal of materials, and all other items necessary for all clearing and grubbing required.
3. Remove and Replace Existing Security Fence - Including Maintenance (Bid Item #3)
 - a. Measurement and payment for removing, replacing, and associated maintenance of existing Redstone Arsenal Security Fence, except as otherwise specified, will be based on quantity, measured per each, for removal, replacement, and maintenance required at each crossing.
 - b. Payment for removing, replacing and maintenance of existing Redstone Arsenal Security Fence will be made at the Contract unit price per each, which price and payment shall be full compensation for all removal, replacement and maintenance of existing Redstone Arsenal Security Fence crossings, disposal of materials, and all other items necessary for this scope of work.
4. Seeding and Grassing (Bid Item #4)
 - a. Measurement and payment for seeding and grassing, except as otherwise specified, will be based on the area, measured per acre, actually placed for the construction of the project.
 - b. Payment for seeding and grassing will be made at the Contract unit sum price per acre of seeding and grassing, which price and payment shall be full compensation for all materials, seed mix, erosion control blankets, labor, delivery, and all other measures necessary to complete this item.
5. Silt Fence (Bid Item #5)
 - a. Measurement and payment for installation and maintenance of silt fence, except as otherwise specified, will be based on the length, measured in per linear feet, actually placed for the construction of the project.
 - b. Payment for installation and maintenance of silt fence will be made at the Contract unit sum price per linear feet of installation of silt fence, which price and payment shall be full compensation for all materials, equipment, labor, delivery, and all other measures necessary to complete this item.

6. Rip Rap Check Dams (Bid Item #6)
 - a. Measurement and payment for rip rap check dams, except as otherwise specified, will be based on the quantity, measured in per each, actually placed for the construction of the project.
 - b. Payment for installation and maintenance of rip rap check dams will be made at the Contract unit sum price per each of rip rap check dams, which price and payment shall be full compensation for all materials, excavation, delivery, labor, fabric, and all other measures necessary to complete this item.

7. Removal of Erosion Control Devices (Bid Item #7)
 - a. Measurement and payment for removal of all erosion control items, except as otherwise specified, will be based on the lump sum quantity, once all erosion control devices have been properly removed from the project.
 - b. Payment for removal of all erosion control items, will be made at the lump sum quantity, which price and payment shall be full compensation for all materials, dump fees, trucking, and all other measures necessary to complete this item.

8. 16" DIP Polyethylene Wrapped Gravity Sanitary Sewer – (Class 250) with Cement Mortar Liner and Bituminous Seal Coat (Bid Item #8)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed per linear foot, which price and payment shall be full compensation for all unclassified excavation, engineering, dewatering, pipe bedding, backfill, compaction, installation of pipe and other materials, bypass pumping, and for all equipment and all other work necessary to complete the installation as specified.

9. 12" DIP Polyethylene Wrapped Gravity Sanitary Sewer – (Class 350) with Cement Mortar Liner and Bituminous Seal Coat (Bid Item #9)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed per linear foot, which price and payment shall be full compensation for all unclassified excavation, engineering, dewatering, pipe bedding, backfill, compaction, installation of pipe and other materials, bypass pumping, and for all equipment and all other work necessary to complete the installation as specified.

10. 10" DIP Polyethylene Wrapped Gravity Sanitary Sewer - (Class 350) with Cement Mortar Liner and Bituminous Seal Coat (Bid Item #10)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines.

- b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed per linear foot, which price and payment shall be full compensation for all unclassified excavation, engineering, dewatering, pipe bedding, backfill, compaction, installation of pipe and other materials, bypass pumping, and for all equipment and all other work necessary to complete the installation as specified.
11. 8" DIP Polyethylene Wrapped Gravity Sanitary Sewer - (Class 350) with Cement Mortar Liner and Bituminous Seal Coat (Bid Item #11)
- a. Measurement and payment for the pipe, except as otherwise specified, will be based on the linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed per linear foot, which price and payment shall be full compensation for all unclassified excavation, engineering, dewatering, pipe bedding, backfill, compaction, installation of pipe and other materials, bypass pumping, and for all equipment and all other work necessary to complete the installation as specified.
12. 48" Diameter Pre-cast Sanitary Sewer Manhole - Typical (Bid Item #12)
- a. Measurement and payment for the manholes, except as otherwise specified, will be based on the number of manholes actually placed along the centerline of the completed sanitary sewer.
 - b. Payment for the manholes will be made at the Contract unit price per manhole installed, which price and payment shall be full compensation for all materials, unclassified excavation, dewatering, bedding, backfill and compaction, installation of manholes and other materials, bypass pumping, testing, and for all equipment and all other work necessary to complete the installation as specified.
13. Tie to Existing "Dead End" Manholes (Bid Item #13)
- a. Measurement and payment for the Tie to Existing "Dead End" Manholes, except as otherwise specified, will be based on the number of Tie to Existing "Dead End" Manholes actually installed in the completion of the sanitary sewer.
 - b. Payment for Tie to Existing "Dead End" Manholes will be made at the Contract unit price per each Tie to Existing "Dead End" Manhole, which price and payment shall be full compensation for all materials, coring, unclassified excavation, shoring, dewatering, bedding, backfill and compaction, installation of other materials, bypass pumping, testing, and for all equipment and all other work necessary to complete the installation as specified.
14. Overlook Road Crossings (Bid Item #14)
- a. Measurement and payment for Overlook Road Crossings, except as otherwise specified, will be based on a quantity, per each unit price, for Overlook Road Crossings, per the requirements of the Contract Documents.
 - b. Payment for Overlook Road Crossing will be made at the Contract unit price for each crossing required, which price and payment shall be full compensation for all necessary

measures to provide demolition, traffic control, repair, temporary access and complete replacement of Overlook Road at Sanitary Crossings and all other items necessary, per the requirements of the Contract Documents.

15. Type II Construction Trailer In Place as Required (Bid Item #15)

- a. Measurement and payment for the construction trailer, except as otherwise specified, will be based on a per each unit price to provide full compensation for the construction trailer per the requirements of the Contract Documents.
- b. Payment for the construction trailer will be made at the per each unit price for the construction trailer, which price and payment shall be full compensation for the construction trailer and all other items necessary per the requirements of the Contract Documents.

16. Testing for Gravity Sewer (Materials and Installation) TVI and Pressure Testing (Bid Item #16)

- a. Measurement and payment for testing, except as otherwise specified, will be based on the laying length of the pipe in linear feet actually inspected as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines
- b. Payment for testing will be made at the Contract unit price per foot of line tested and accepted, which price and payment shall be full compensation for all equipment, materials, bypass pumping, and all other items necessary for all testing and inspection required.

17. Testing for Manholes – Materials and Installation (Bid Item #17)

- a. Measurement and payment for testing for manholes, except as otherwise specified, will be based on the quantity, per each, as installed along the centerline of the completed sanitary pipe.
- b. Payment for testing for manholes will be made at the Contract unit price per each for each manhole installed, tested, and approved, which price and payment shall be full compensation for all equipment, materials, labor, and all other items necessary for all manhole testing required.

18. Demobilization (Bid Item #18)

- a. Measurement and payment for demobilization, except as otherwise specified, will be based on a lump sum price to provide full compensation for all required measures for demobilization.
- b. Payment for demobilization will be made at the Contract lump sum price for demobilization, which price and payment shall be full compensation for all required measures to complete demobilization efforts for the construction of the Work included in this Contract.

- B. Any and all other items of work listed in the Specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in the pay item.

END OF MEASUREMENT AND PAYMENT

SPECIAL CONDITIONS

These Special Conditions amend and supplement other provisions of the Contract Documents as indicated below:

1. PROJECT MANAGEMENT DESIGNATION AND CONDITIONS

1. The Owner has designated Brasfield & Gorrie, LLC as Project Manager (“PM”) for the project. PM will act as Owner’s agent with respect to the Owner’s rights and authority under the Contract. A copy of the Project Managers contract with the City of Huntsville is available upon request. Contractor shall at all times provide first quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract requirements. Contractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by PM, Engineer, Owner, and their representatives. Contractor shall, within twenty-four (24) hours after receiving written notice from PM or Engineer, proceed to takedown and remove all portions of the Work which PM or Engineer shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Contract, and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. PM's failure to discover or notify Contractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Contractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom.
2. PM shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Contractor, or anyone employed by or through Contractor, in the performance of the Work; and Contractor shall maintain such insurance and take such protective actions Contractor deems desirable with respect to such property. Contractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

2. COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Project Manager, who shall contemporaneously provide the same communications to the Engineer. Communications from the Engineer to Contractors will be through the Project Manager. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Project Manager and shall be contemporaneously provided to the Engineer.

3. SCHEDULE

1. The Contractor shall:
 - a) Submit to the Project Manager, within ten (10) days of the date of commencement stated in the Notice to Proceed, a proposed, comprehensive and detailed schedule for their Work which complies with the schedule milestones provided. This schedule shall be in sufficient detail for Project Manager's use in preparing an overall progress schedule that coordinates the entire work, its several parts under the Contract, and the work of the Owner and separate contractors. The exact format will be adjusted for each Contractor based upon such relevant factors as: duration, complexity, number of prime contracts, anticipated critical delivery items, critical project deadlines, and/or milestones, etc. No individual schedule activity may have a duration longer than 10 working days.
 - b) Begin the Work promptly upon Project Manager's order to do so.
 - c) Coordinate and perform the Work, and its several parts, diligently and promptly and in such order and sequence as Project Manager may from time to time direct and as will assure its efficient work and its several parts under the Contract.
 - d) Furnish at all times sufficient, qualified and competent forces and supervision, materials, equipment, supervision, tools and other necessary things, to achieve progress according to current project schedule
2. Without limiting the generality of the foregoing, Contractor shall:
 - a) Submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work.
 - b) Order (for manufacture or purchase, and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability.
 - c) Furnish Project Manager within thirty (30) days of the Notice to Proceed a list of major materials and equipment required for the work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site.
 - d) Furnish Project Manager, upon issuance, a copy of each major purchase order and subcontract (with price information deleted).
 - e) Cause a qualified supervisory representative (while Contractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings.
 - f) Notify Project Manager immediately by telephone and confirm in writing within seventy-two (72) hours, if Contractor finds that any item cannot be delivered or performed as required to maintain the progress schedule.
3. Contractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and/or are contained in the minutes of those meetings unless written objection is made by Contractor within forty-eight (48) hours of the occurrence of such meeting. In the event that the Contractor falls behind the current schedule, the Contractor agrees to perform in accordance with Project Manager's recovery schedule until such condition has been eliminated.

4. The Contractor shall include in their bid any necessary cost for any overtime work resulting from shutdowns, limitation on work hours, or other requirements of the Contract Documents. No claim for additional cost to the Owner, or extension of time for construction, will be considered for requirements included in the Contract Documents.
5. Float within the construction schedule is not for the exclusive use or benefit of the Contractor or Owner. Rather, it is available to both parties as needed to meet contract milestones and completion dates. Therefore, no time extensions will be granted until a delay occurs which will impact the works' critical path, consumes all float time available, and extend the Work beyond the contract completion date. Furthermore, no extension of contract time will be granted for Owner delays concurrent with delays by the Contractor.

4. PM SAFETY PROGRAM

1. GENERAL

- a. Safety is a critical requirement of this contract. As such, the safe performance of work by the Contractor and its subcontractors is a contract requirement. Failure by the Contractor or its subcontractors to work safely shall be viewed as a failure to execute contract requirements.
- b. As a specialist in its field of work, the Contractor accepts complete responsibility for performing its work safely. This includes sole responsibility for the health and safety of its employees, agents, subcontractors (and their employees), and any other person on or adjacent to the area. Contractor shall comply with all current laws, codes, ordinances, rules, regulations, standards, and requirements of applicable public and private agencies and authorities ("Laws"). Contractor must take all measures and safeguards necessary to protect: (1) employees (whether or not working for the Contractor); (2) employees and agents of Owner, the Project Manager and other Contractors; (3) members of the general public; and (4) public and private property.
- c. The Owner, its Project Manager, and the Contractor recognize that the Contractor is an independent contractor, with responsibility for its means and methods and the safety of its workers and that the Owner, or its Project Manager, are not intended to be and shall not be considered an employer of Contractor's employees. As such, it shall be Contractor's duty to monitor the performance and practices of its employees and subcontractors for safety, to insure that the practices and methods of performing the work are safe, and to immediately stop any unsafe practices by its employees or its second or subsequent tier subcontractors ("subcontractors") or their employees.
- d. Contractor accepts complete responsibility for compliance with all applicable Laws, relating to health or safety, including, but not limited to, the Occupational Safety and Health Act of 1970, as amended, and the regulations and standards of the Occupational Safety and Health Administration and similar state agencies ("OSHA") ("Health and Safety Laws"). In exchange for one hundred dollars (\$100.00) and other good and valuable consideration, the amount of which is included in the Price, Contractor agrees to defend, indemnify and hold harmless the Owner and its Project Manager, and their officers, directors, agents, and employees from and against any loss, liability, expense (including attorneys' fees), citations, assessments, fines, or penalties resulting from any citation for, allegation of, or violation of any Health or Safety Laws attributable in whole or part to the acts or omissions of Contractor, its subcontractors or their agents or employees.

- e. All obligations and requirements of “Contractor” in this document also apply to Contractor’s subcontractors. No person or entity performing work for or on behalf of Contractor is excluded from compliance.

END OF SPECIAL CONDITIONS

Appendix

Download the geotechnical reports from the City of Huntsville website at
<http://www.huntsvilleal.gov/engineering/bidlist.html>