# Huntsville, Alabama

308 Fountain Circle Huntsville, AL 35801

# Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 7/27/2023 File	ID: TMP-3008
Department: Engineering	
Subject: Type of Action: Approva	l/Action
Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, A bidder, SJ&L General Contractor, L.L.C., for Goss Road Extension and Mass Grading, Bas and Option No. 3, Project No. 71-23-SP17.	labama and the low e Bid, Option No. 2
Resolution No.	
Finance Information:	
Account Number: Various TIF Accounts & 3080-71-00000-530000-BUDGET01 City Cost Amount: \$5,887,119.31 Total Cost: \$5,887,119.31	
Special Circumstances:	
Grant Funded: TIF 5 Grant Title - CFDA or granting Agency: N/A Resolution #: N/A	
Location: (list below)	
Address: N/A  District: District 1 □ District 2 □ District 3 □ District 4 □ District 5 □	
Additional Comments:  To award a construction contract to low bidder, SJL for realignment of Goss Road within the Parcel at the EUL Development south of Gate 9. The proposed improvements include approlinear feet of 3-lane curb and gutter roadway. This project will be within the Redstone Arser and will be funded by TIF 5.	eximately 2,300

# **RESOLUTION NO. 23-**

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Contract between the City of Huntsville, Alabama and SJ&L General Contractor, L.L.C., in the amount of FIVE MILLION EIGHT HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED NINETEEN AND .31/100 DOLLARS (\$5,887,119.31) for Goss Road Extension and Mass Grading, Base Bid, Option No. 2 and Option No. 3, Project No. 71-23-SP17, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and SJ&L General Contractor, L.L.C., for Goss Road Extension and Mass Grading, Base Bid, Option No. 2 and Option No. 3, Project No. 71-23-SP17," consisting of a total of one (1) page plus one hundred eighty-seven (187) additional pages consisting of Attachments A3-O, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama," and "E-Verify Statement," and the date of July 27, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

<b>ADOPTED</b> this the <u>27th</u> day of <u>Jul</u>	y, 2023.
	President of the City Council of the City of Huntsville, Alabama
<b>APPROVED</b> this the <u>27th</u> day of <u>Ju</u>	uly, 2023.
	Mayor of the City of Huntsville, Alabama

# CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA

# AND SJ&L GENERAL CONTRACTOR, L.L.C. FOR

# GOSS ROAD EXTENSION AND MASS GRADING, BASE BID, OPTION NO. 2 AND OPTION NO. 3 PROJECT NO. 71-23-SP17

STATE OF ALABAMA} MADISON COUNTY}

THIS CONTRACT, made and entered into this 27th day of July, 2023, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and SJ&L GENERAL CONTRACTOR, L.L.C., sometimes referred to herein as Contractor.

#### -WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Goss Road Extension and Mass Grading, Base Bid, Option No. 2 and Option No. 3, Project No. 71-23-SP17, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A3".

BY: Tommy Battle, Mayor

Shaundrika Edwards
City Clerk

City Council President

DATE: July 27, 2023

# GOSS ROAD EXTENSION AND MASS GRADING PROJECT NUMBER 71-23-SP17

# CITY OF HUNTSVILLE, ALABAMA

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# ATTACHMENT "A3"

# Goss Road Extension and Mass Grading COH Project No. 71-23-SP17

# **UNIT BID SHEET**

1         Mobilization         1         LS         \$144,922.12         \$144,922         \$144,922         \$144,922         \$144,922         \$144,922         \$144,92	TEM NO.	DESCRIPTION	αTY	LIND	BID PRICE	BID AMOUNT
Geometric Controls         1         LS         \$18,186.12           Clearing and Grubbing (Approx. 70 acres)         1         LS         \$71,580.69           Removal of Pavement and Hauled off Arsenal         3,030         SY         \$2.73           Removal of Pipe, All Sizes         132         LF         \$34.17           Removal of Inlets and Headwalls         4         EA         \$600.40           Removal and Disposal of Fence, All types         4,626         LF         \$2.71           Unclassified Excavation         (includes removal and disposal from job site)         CY         \$214.60	-	Mobilization	-	FS	\$144,922.12	\$144,922.12
Clearing and Grubbing (Approx. 70 acres)	8	Geometric Controls	-	LS	\$18,186.12	\$18,186.12
Removal of Pavement and Hauled off Arsenal3,030SY\$2.73Removal of Pipe, All Sizes132LF\$34.17Removal of Inlets and Headwalls4EA\$600.40Removal and Disposal of Fence, All types4,626LF\$2.71Unclassified Excavation246,150CY\$2.75Rock Excavation (includes removal and disposal from job site)100CY\$214.60	က		~	LS	\$71,580.69	\$71,580.69
Removal of Pipe, All Sizes   132   LF \$34.17     Removal and Headwalls   4   EA \$600.40     Removal and Disposal of Fence, All types   4,626   LF \$2.71     Unclassified Excavation (includes removal and disposal from job site)	4		3,030	SY	\$2.73	\$8,271.90
Removal of Inlets and Headwalls 4 EA \$600.40  Removal and Disposal of Fence, All types 4,626 LF \$2.71  Unclassified Excavation  Rock Excavation (includes removal and disposal from job site)	2	Removal of Pipe, All Sizes	132	Ή	\$34.17	\$4,510.44
Removal and Disposal of Fence, All types 4,626 LF \$2.71  Unclassified Excavation  Rock Excavation (includes removal and disposal from job site)  CY \$2.75  100  CY \$2.74.60	9	Removal of Inlets and Headwalls	4	EA	\$600.40	\$2,401.60
Unclassified Excavation 246,150 CY \$2.75  Rock Excavation (includes removal and disposal from job site)		4	4,626	느	\$2.71	\$12,536.46
Rock Excavation (includes removal and 100 CY \$214.60 disposal from job site)	<b>∞</b>	Unclassified Excavation	246,150	ζ	\$2.75	\$676,912.50
	တ	udes remov	100	ბ	\$214.60	\$21,460.00

Jndercut stockpilin replaceme	Undercut Excavation (includes excavation, stockpiling, hauling and placing of undercut replacement, and compaction)	6,500	СУБ	\$7.13	\$46,345.00
Crushed /	Crushed Aggregate Base, Type B, 8" Compacted Thickness	10,500	SY	\$14.41	\$151,305.00
Planing Ey	Planing Existing Pavement, 1 - 2" (Tie Ins Only)	133	SY	\$30.52	\$4,059.16
Tack Coat		850	GAL	\$4.87	\$4,139.50
424A-336 Superp Wearing Surface Aggregate Size P LB/SY (1" Thick)	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	280	TON	\$99.59	\$57,762.20
424B-635 Su Upper Binde Size Mix, ES (1.75" Thick)	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	1,000	NOT	\$77.21	\$77,210.00
424B-666 Su Upper Binde Size Mix, ES (2.25" Thick)	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	1,310	TON	\$86.53	\$113,354.30
24" Curb	24" Curb and Gutter	3,580	5	\$13.27	\$47,506.60

18	18" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	731	ㅂ	\$81.00	\$59,193.99
19	24" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	478	, F	\$119.06	\$56,910.68
20	42" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	193	F	\$168.30	\$32,481.90
21	48" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	465	LF	\$221.57	\$103,030.05
22	54" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	887	打	\$271.73	\$241,024.51
23	60" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	537	5	\$400.53	\$215,084.61
24	66" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	632	Ŧ	\$550.07	\$347,644.24

Place	700	<u>'</u>	\$55.25	90,639.00
				\$0.00
Single Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	12	EA	\$5,292.49	\$63,509.88
Double Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2	EA	\$12,382.66	\$24,765.32
Yard Inlet (includes excavation, disposal,	9	EA	\$10,599.00	\$63,594.00
(5)				
18" Headwall	-	EA	\$4,936.36	\$4,936.36
42" Headwall	4	EA	\$1,497.13	\$5,988.52
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Cast III Flace neadwalls With Glates	•	5		
48" Headwall	က	EA	\$2,643.54	\$7,930.62
54" Headwall	-	E	\$2,553.70	\$2,553.70
66" Headwall	-	EA	\$4,609.43	\$4,609.43
Storm Water Junction Box	10	EA	\$11,782.55	\$117,825.50
Clane of Thick I work	240	>0	\$51.41	\$12,338,40

37	Respread 2" Thick Topsoil From Stockpile	19,000	ζ	\$4.07	\$77,330.00
88	Borrow Site Replacement	37,000	Շ	\$3.14	\$116,180.00
39	Mulching And Seeding	29	AC	\$3,221.49	\$215,839.83
40	Erosion Control Blanket (Blankets for Slopes)	24,588	\$\$	\$1.33	\$32,702.04
14	Silt Fence Install, Maintain & Remove	4,753	ㅂ	\$4.94	\$23,479.82
42	Temporary Construction Entrance, Utilizing Coarse Aggregate, ALDOT #2, Furnish, Maintain, Remove and Restore Site	-	LS	\$6,389.20	\$6,389.20
43	Curb Inlet Protection (Wattles)	625	4	\$4.80	\$3,000.00
44	Inlet Protection (Silt Saver)	က	EA	\$534.43	\$1,603.29
45	Wheel Wash Water Collection Pit	7	EA	\$27,809.60	\$27,809.60
46	Skimmer for Pond, Install, Maintain and Remove	m	EA	\$7,429.09	\$22,287.27
47	Temporary Sediment Pond Install, Maintain, Remove	-	EA	\$11,742.21	\$11,742.21
84	Pond Baffles Install. Maintain and Remove	833	뿔	\$6.98	\$5,814.34

\$4,824.48	\$50,620.56	00.0\$	\$130,873.96	.51 \$53,305.14	\$19,368.00	\$11,178.00	\$1,692.00
\$4,824.48	\$38.76	\$0.00	\$9,348.14	\$3,807.51	\$10.76	\$2.07	\$0.94
LS	4	<u></u>	E	EA	5	<u></u> 5	5
-	1,306	800	14	41	1,800	5,400	1,800
Traffic Control Plan by Contractor to be Sealed by an Alabama Professional Engineer Sealed and To Include All (Contractor Retained Items): Construction Signs, Drums, Cones, Portable Chevron Boards, Barricades with Type B Warning Lights, Etc. Furnish, Maintain, Adjustment and Removal in Accordance with Latest MUTCD	Security Fence Install to Include Signs and Security Wire	Chain Link Fence Relocation	28' Lighting Poles with Concrete Bases	Pole Mounted Lighting Fixtures	2" PVC for Pole mounted Lighting Fixture Circuitry, Backfill with Stone Only in Paved Areas	#6 Wire for Pole Mounted Lighting Fixture Circuitry	#10 Wire for Pole Mounted Lighting Fixture Circuitry
59	09	4	62	63	64	65	99

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67	Communications Manhole with Locking Manhole Cover (includes excavation, disposal, backfill, compaction, manhole markings, and each conduit tagging per bank per manhole)	ဖ	EA	\$61,123.81	\$366,742.86
89	Communication Ductbank - (9)4" Ducts (Concrete Encased includes excavation, disposal, backfill and compaction)	1,300	5	\$204.60	\$265,980.00
69	Service Equipment for Electrical Service	-	EA	\$12,826.81	\$12,826.81
2	Pavement Markers, Class A-H, Type 2D	61	EA	\$8.27	\$504.47
71	Water Aid to Construction	_	LS	\$329,613.00	\$329,613.00
72	12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	3,260	LF	\$28.30	\$92,258.00
73	8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	220	LF	\$43.32	\$9,530.40
74	Tie to Existing 12" Main (Labor Only)	-	EA	\$3,343.59	\$3,343.59

75	Tie to Existing 12" Main, with Tapping Valve & Sleeve (Labor Only)	-	EA	\$2,318.99	\$2,318.99
92	12" Ductile Iron Gate Valve (Labor Only), Complete in Place	2	EA	\$785.74	\$1,571.48
77	8" Ductile Iron Gate Valve (Labor Only), Complete in Place	9	EA	\$785.74	\$4,714.44
78	ALDOT #2 Stone (As Directed by Engineer)	200	NOT	\$39.05	\$7,810.00
79	Separation Fabric for Undercut of Roadway Subgrade (As Directed by Engineer)	2,000	SY	\$2.06	\$4,120.00
80	Utility Conflict Concrete (As Directed by Engineer)	50	ζ	\$281.36	\$14,068.00
81	Roadway Name Sign and Post (COPT Standard)	-	EA	\$620.45	\$620.45
82	Mowing Greater than 6"	20	AC	\$101.62	\$5,081.00
83	Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) to Include Sign Post and Footing per Street Sign Detail	44	R	\$15.51	\$682.44
84	Fire Hydrant Assembly (Labor Only), Complete in Place	2	EA	\$1,834.79	\$3,669.58

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7	10,	

85	Thrust Block Concrete	20	Շ	\$525.17	\$10,503.40
86	Water System Testing	-	FS	\$3,422.84	\$3,422.84
87	Electrical Aid to Construction	_	LS	\$126,862.00	\$126,862.00
88	5" PVC Electrical Conduit (Furnish and Install Complete in Place to include excavation, disposal, backfill and compaction)	5,200	5	\$31.88	\$165,776.00
68	Install HU Furnished Sectionalizing Cabinet Bases to include Grading, Base Stone, and Contractor provided Long Radius Elbows Encased in Concrete	12	EA	\$268.86	\$3,226.32
06	Install HU Furnished Transformer Bases to include Grading, Base Stone, and Contractor Provided Long Radius Elbows Encased in Concrete	-	rs	\$361.93	\$361.93
9	Spring Snow Crabapple - 3" Caliper	51	EA	\$630.79	\$32,170.29
92	Purple Leaf Plum - 3" Caliper	16	EA	\$630.79	\$10,092.64
93	Over Cup Oak - 3" Caliper	54	EA	\$723.86	\$39,088.44
94	Willow Oaks - 3" Caliper	13	EA	\$723.86	\$9,410.18

B	Bermuda Sod	060'28	SF	\$0.66	\$57,479.40
m	Bales of Long Leaf Pinestraw	170	EA	\$26.89	\$4,571.30
┵	Irrigation Allowance	_	rs	\$50,000.00	\$50,000.00
Ш	Electrical Pull Boxes for Street Lights	20	EA	\$715.54	\$14,310.80
10	Pavement Markers, Class A-H, Type 1B	100	EA	\$8.27	\$827.00
10	Pavement Markers, Class A-H, Type 2E	20	EA	\$8.27	\$413.50
FSOREA	Traffic Signal Removal at Rideout Road (Contractor to provide signal heads and controller, cabinet, etc. to Arsenal. Foundation to be removed 12" below surface. Pole and Mast arm to be removed from Arsenal)	~	rs	\$20,681.73	\$20,681.73
S	Stripped and Stockpiled Topsoil	58,979	≿	\$2.20	\$129,753.80
103 M	Water Main Bore Spacers & Casing Loading	· _	LS	\$2,585.22	\$2,585.22
12	Relocate Goss Road Signs	~	LS	\$1,126.33	\$1,126.33
105 5	5" Thick Concrete for the Detention Pond Concrete Pad and Concrete Spillway	365	SY	\$55.89	\$20,399.85
	Total Base Bid				\$5,623,821.69

Mo. 9/18/10015

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OPTION	UTSIDE
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DE OF TIFF BOUNDARY	ation 1 LS \$1,293.04 \$1,293.04	Clearing and Grubbing (Approx. 0.76 acres) 1 LS \$4,803.22 \$4,803.22	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	al of Pavement 2,218 SY \$2.23 \$4,946.14	4	sified Excavation 3,780 CYD \$4.80 \$18,144.00	Crushed Aggregate Base, Type B, 8" 1,717 SY \$14.38 \$24,690.46		111111111111111111111111111111111111111	oat 241 GAL \$4.87 \$1,173.67	J Existing Pavement, 1 - 2" 134 SY \$28.18 \$3,776.12	424A-336 Superpave Bituminous Concrete		nge A/B, 110	(1" Thick)	424B-635 Superpave Bituminous Concrete	Binder Layer, 3/4" Maximum Aggregate 168 TON \$81.00 \$13,608.00	
OUTSIDE OF TIFF BOUNDARY	Mobilization	Clearing and Grubbing (A		Removal of Pavement		Unclassified Excavation	Crushed Aggregate Base	Compacted Thickness		Tack Coat	Planing Existing Pavement,	424A-336 Superpave Bit	Wearing Surface Layer,	Aggregate Size Mix, ESAL Ra	LB/SY (1" Thick)	424B-635 Superpave Bit	Upper Binder Layer, 3/4" Maxi	Size Mix, ESAL Range A/B, 190 LB/SY
	1-1	1-2		<u>ر</u> د		1-4	<u>,</u>			1-6	1-7		ζ.	-			6-1	

1-10	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	221	TON	\$75.84	\$16,760.64
<del>-</del> -	Pavement Markers, Class A-H, Type 2D	17	EA	\$8.27	\$140.59
1-12	Respread 6" Thick Topsoil	395	λ	\$21.35	\$8,433.25
1-13	Mulching And Seeding	2	AC	\$3,221.49	\$6,442.98
1-14	Security Fence Install	790	ħ	\$38.76	\$30,620.40
1-15	Double Yellow , Class 2, Type A Traffic Stripe (4" Wide)	500	F	\$4.14	\$2,070.00
1-16	Crushed Aggregate Base, Type B, 5" Compacted Thickness, for Temporary Road	1,207	SY	\$10.93	\$13,192.51
1-1	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY (2" Thick) for Temporary Road	146	NOT	\$101.31	\$14,791.26
1-18	15" Storm HDPE (includes excavation, disposal, bedding, backfill and compaction) for Temporary Road	65	5	\$72.60	\$4,719.00

1-19	Grind Out Existing Double Yellow Traffic Stripe	160	H	\$4.14	\$662.40
1-20	Temporary Double Yellow Traffic Stripe (4" Wide)	604	H	\$4.14	\$2,500.56
	Total Option 1 Bid				\$191,628.04
	OPTION 2 - SANITARY SEWER EAST OF RIDEOUT ROAD				
	Mobilization	_	P	\$1,293.04	\$1,293.04
2-2	Geometric Controls	_	rs l	\$4,317.98	\$4,317.98
2-3	Precast Sanitary Sewer Manhole, 48"Inside Diameter, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	10	EA	\$4,704.71	\$47,047.10
24	10" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushsed aggregate backfill and compaction)	115	5	\$141.00	\$16,215.00
2-5	10" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	50	5	\$162.79	\$8,139.50

2-6	10" Ductile Iron Sanitary Sewer Pipe, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2,792	7	\$187.65	\$523,918.80
2-7	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	38	5	\$168.74	\$6,412.12
2-8	Tie to Existing Manhole	~	EA	\$2,267.81	\$2,267.81
2-9	Sewer Testing	-	rs	\$1,667.95	\$1,667.95
	Total Option 2 Bid				\$611,279.30

	\$1,293.04	\$4,317.98	\$4,723.81	
	\$1,293.04	\$4,317.98	\$4,723.81	
	FS	LS	EA	
	-	_	-	
OPTION 3 - SANITARY SEWER WEST OF RIDEOUT ROAD	3-1 Mobilization	3-2 Geometric Controls	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	
	3-1	3-2	8- 6-	

3-4	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	-	EA	\$4,704.70	\$4,704.70
3-5	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2	EA	\$12,546.74	\$25,093.48
ဗ	8" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	221	<b>"</b>	\$136.29	\$30,120.09
3-7	8" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	595	<b>=</b>	\$146.62	\$87,238.90
8-8	8" Ductile Iron Sanitary Sewer Pipe, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	125	Į.	\$164.71	\$20,588.75
გ- წ	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	57	ㅋ	\$124.74	\$7,110.18

3-10	Tie to Existing Manhole	~	EA	\$2,085.71	\$2,085.71
3-11	Sewer Testing	-	LS	\$5,836.26	\$5,836.26
3-12	Topsoil, Mulching, and Seeding	-	AC	\$15,380.42	\$15,380.42
	Total Option 3 Bid				\$208,493.32
	OPTION 4				
1-1	Structural Fill Hauled to Phase III	15,000	ζ	\$9.13	\$136,950.00
	Total Option 4 Bid				\$136,950.00
	Total Bid with Options				\$6,672,172.35
	ALL ITEMS SHALL BE CONSIDERED IN-				621569738
	PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND				
	REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY SJAL Coul Comby LLC				

#### ATTACHMENT "B"

# **PROPOSAL**

TO: THE CITY OF HUNTSVILLE

Public Services Building 320 Fountain Circle Huntsville, Alabama

PROPOSAL OF STAL General Contractor, UC

(NAME)

2317 Meridian Street # 25 Hunbrille Al 35811

(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

GOSS ROAD EXTENSION AND MASS GRADING PROJECT #71-23-SP17

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 <u>MANDATORY</u> that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; 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, materials 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. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which <u>must</u> be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

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. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. 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: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is THREE HUNDRED SIXTY-FIVE (365) calendar days.

# GOSS ROAD EXTENSION AND MASS GRADING PROJECT #71-23-SP17

# 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.

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: Jone 91h, 20 23.
(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION) SIGNATURE OF BIDDER
ву
ADDRESS OF BIDDER
NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:
OUR CONTRACTOR'S STATE LICENSE NO. IS 38374
(IF A CORPORATION) SIGNATURE OF BIDDER
By Jacky Edges - Vice president
BUSINESS ADDRESS 2317 Mendion Street # 25 Huntswile Al 3581
INCORPORATED UNDER THE LAWS OF THE STATE OF A
NAMES PRESIDENT USA Educa
OF Vice President Techy Folias  OF Vice President Techy Folias  OF TREASURER Land
OFFICERS Via Prestalt Josh Chandles

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is <u>mandatory</u> using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

# **ATTACHMENT "C"**

# GOSS ROAD EXTENSION AND MASS GRADING PROJECT #71-23-SP17

# MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is <u>Mandatory</u>. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
1	5 24 23
2	6/1/23
3	6/2/73
4	6/1/23
5	6/8/23

COMPANY 538t General Contractoritte	
SIGNATURE	
TITLE Vice President	
DATE 6923	
	19

# ATTACHMENT "D"

# GOSS ROAD EXTENSION PROJECT #71-23-SP17

# SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall <a href="mainto:immediately">immediately</a> notify Mary Ridgeway via email at <a href="mainto:mary.ridgeway@huntsvilleal.gov">mary.ridgeway@huntsvilleal.gov</a> and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	<u>LICENSE</u> <u>NO.</u>	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights	Allied Electrica		Hontsuile Al	
Electrical	Allied Electre		Huntaville Al	
Water	1111			
Asphalt				
Landscaping (Trees, grassing)	Jean Lowncare		Foyetherille TN 37	334
Irrigation				<u> </u>
Striping	3c Cheek		Kosáusko Ms 39	1090
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)	TN Valley Fence		Hontsville Al	Fence
Mechanical				
SCADA				
Other				

# Attachment "E"

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.

- Diamond Drive Sidewalk Improvements G.W.Jones & Sons Consulting Engineers 401 Franklin Street Huntsville, Alabama Mr. Mark Yokely (256)533-3311
- Mt. Zion Road Improvements ACGBBR7-4500 (205) Madison County Alabama Department Of Transportation 1409 Coliseum Blvd. Montgomery, Alabama 36130 Mr. Royce Lathum (256)746-0787
- Parkview Medical Center Improvements
   Burkett Construction Company
   P.O. Box 1441
   Huntsville, Alabama 35807
   Mr. Lee Burkett (256) 536-9351
- Wetland Mitigation-Redstone Arsenal Chugach Support Services
   4373 c-1 Digney Road Redstone Arsenal, Alabama 35898 Mr. David Olinburg (256) 882-0038
- Roadway Improvements
   Mr. Stan Hogan
   698 Hines Street
   Athens, Alabama
   Mr. Stan Hogan-HMCAA (256)679-7152

## **ATTACHMENT "F"**

MANDATORY Pre-bid meeting to be held on <u>Tuesday, May 23, 2023,</u> at <u>10:00 a.m.</u>, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

#### NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: <u>Goss Road Extension and Mass Grading</u>, more particularly known as Project No. 71-23-SP17.

Description of Project: Expansion of the Redstone Secured Gateway to include approximately 2,300 linear feet of 3-lane curb and gutter roadway and the realignment of Goss Road. Major items of work will include mass grading, drainage, road construction, landscaping, street lighting, sanitary sewer, erosion control and traffic control. This project will be within the Redstone Arsenal Secured Area and will be the 2nd Phase of the Secured Gateway.

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 contractor's 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 Goss Road Extension and Mass Grading, more particularly known as Project No. 71-23-SP17 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

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. 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, in the 1st Floor in the Conference Room, on the 7th day of June, 2023, until 10:00 a.m. If bid is mailed, the bid should be addressed to City Engineering, 320 Fountain Circle, Huntsville, AL 35801 and must be received prior to the bid opening date and time. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding \$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 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 complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

- 1. Addenda
- 2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
- 3. Supplement to General Requirements
- 4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects
  1991
- 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)

- 6. Special Conditions
- 7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <a href="http://www.huntsvilleal.gov/government/departments/engineering-department/">http://www.huntsvilleal.gov/government/departments/engineering-department/</a>. Plans and proposals can be downloaded from our website at no cost: <a href="www.huntsvilleal.gov/engineeringbids">www.huntsvilleal.gov/engineeringbids</a>. 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, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

#### **E-VERIFY - NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

# **ALABAMA ACT 2016-312**

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Title: President (Signature of authorized individual) "

Advertise Date: 5/17/2023

# ATTACHMENT "G" SAMPLE FORM

# REQUEST FOR PAYMENT CITY OF HUNTSVILLE ENGINEERING DIVISION PROJECT NAME AND NUMBER: ESTIMATE NUMBER: PERIOD FROM: TO CONTRACT DURATION DAYS DAYS TOTAL CONTRACT TIME (3) \_\_\_\_0 END DATE: 1/0/00 START DATE: TIME C.O. # 1 CONTRACT DAYS REMAINING 0 TIME TIME C.O. # 3 \_CURRENT \$ \_ TOTAL CONTRACT AMOUNT (1) AS AWARDED C.O. #1 C.O. # 2 C.O. #3 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 LIQUIDATED DAMAGES ASSESSED TO DATE: 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 TIME ELASPED TO DATE TOTAL CONTRACT TIME (3) DAYS A: % OF TIME ELAPSED: DAYS TOTAL EARNED TO DATE (2) TOTAL CONTRACT AMOUNT #DIV/0! B: PROJECT COMPLETION: C: PROGRESS OF WORK: B - A: = CONTRACTORS CERTIFICATE the duly qualified, sping and authorized agent by 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 labor, materials and equipment issed herein have been paid for in full as allowed on all prior estimates and it requested to do so, we will show evidence of payment for the same in writing before the final payment of this settimate. We further certify (if this is the final settimate) that the amount received hereunder is considered comparisation 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, the ordinance of the setting of the performed received in the contract of the final estimate (in accordance with the terms of our original contract document and it terms and conditions of the original contract document a half entain 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 CONTRACTOR: TITLE: 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: KATHY MARTIN, CITY ENGINEER OR LYNN MAJORS, ADMINISTRATIVE OFFICER BY: CONSTRUCTION INSPECTOR IF FINAL ESTIMATE, DATE WORK WAS PROJECT ENGINEER

## **ATTACHMENT "H"**

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: <a href="https://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf">www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf</a>

# ATTACHMENT "I"

# CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

_egal name(s) (include "doing business as", if appli	cable): 5 Jd L General Contractor, UC		
	166010		
City of Huntsville current taxpayer identification nun Please note that if this number has been assigned should be listed on the renewal form.)	by the City and if you are renewing your business license, the nur		
<b>Type of Ownership</b> . Please complete the <u>un-shad</u> and entering the appropriate Entity I.D. Number, if a paragraph C below):	<u>ed</u> portions of the following chart by checking the appropriate box applicable (for an explanation of what an entity number is, please s		
Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State		
☐ Individual or Sole Proprietorship	/\\delta(\tag{\phi\text{\phi}\tex		
☐ General Partnership	NOT A BURILE AD TO		
☐ Limited Partnership (LP)	Number & State:		
☐ Limited Liability Partnership (LLP)	Number & State:		
Limited Liability Company (LLC) (Single	Number & State:		
Member)	AL- 38374		
☐ LLC (Multi-Member)	Number & State:		
☐ Corporation	Number & State:		
☐ Other, please explain:	Number & State (if a filing entity under state law):		
available through the website of Alabama's Secreta	quired and if the business entity is registered in this state, the numary of State at: <a href="www.sos.state.al.us/">www.sos.state.al.us/</a> , under "Government Records provide the Entity I.D. number (or other similar number by whateverlong with the name of the state.		
certificates of incorporation, organization, or other	pard to entities, the entity's formation documents, including articles applicable formation documents, as recorded in the probate recorded in the probate recorded in the probate recorded in the probate recorded in the City, or (2) an End or provided.		
Please date and sign this form in the space provid If you are signing on behalf of an entity please ins	ed below and either write legibly or type your name under your sig		
Signature:	Title (if applicable): Vice President		
Type or legibly write pame: Jochy Colors	Date: 6923		

#### Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

**E-VERIFY - NOTICE** 

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."





Company ID Number: 514193

# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

## ARTICLE I

## **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and <u>SJ&L General Contractor LLC</u> (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

# **ARTICLE II**

# **FUNCTIONS TO BE PERFORMED**

#### A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed





# Company ID Number: 514193

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### B. RESPONSIBILITIES OF DHS

- 1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:
  - · Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

# **E-Verify**



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo nonmatch tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
- 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that
- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9
- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer
  - should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo





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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

- The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized allen in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

- 9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-





Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- 1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
- a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
- b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
- c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

- d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 8, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete. the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-todate and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

#### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it





determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numldent) or other written verification of the Social Security Number from the SSA.

#### B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
- 7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.





#### **ARTICLE IV**

#### SERVICE PROVISIONS

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

#### ARTICLE V

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes, DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

- B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.





- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.
- F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.
- H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





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

Employer SJ&L General C	ontractor LLC					
Chris Goodwin						
Name (Please Type or Print)		Tille				
Electronically Signed		03/02/2012	1			
Signature		Date	1			
Department of Homeland Sec	urity – Verificat	on Division				
USCIS Verification Division	n					
Name (Please Type or Print)		Title				
Electronically Signed		03/02/2012				
Signature		Date				
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into	mation Requi	red for the E-Verify Program				
Information relating to yo	our Company	•				
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Company Nam	e:SJ&L General (	Contractor LLC				
			7/4/2 #20112			
Company Facility Address	ss: 2317 Meridian S	3t #25				
	Huntaville, AL	35811				
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Company Alternate Address:						
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County or Parish:	MADISON					
Employer Identification						
Number: 680569760						





	North American Industry Classification Systems Code:	237
	Administrator:	
	Number of Employees:	20 to 99
	Number of Sites Verified for:	1
Are in e	you verifying for more that state:	han 1 site? If yes, please provide the number of sites verified for
•	ALABAMA	1 site(s)

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

Name:

Chris N Goodwin

Telephone Number:

(931) 433 - 4660

E-mail Address:

sjandl@bellsouth.net

Fax Number:

(931) 438 - 8390

#### ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of 55 & Concol Control (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Title: Vice President

(Signature of authorized individual) "

#### ATTACHMENT "K"

#### **CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**

- I, the undersigned, certify to the State of Alabama as follows:
  - I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
  - b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature:	
Signature.	
Name of Certifying Official (print):	Jacky takes
Title:	Vice President
Date of Certification (mm/dd/yyyy): _	6 9 23

#### **ATTACHMENT "L"**

#### TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

#### **ATTACHMENT "M"**

#### STANDARDS FOR NURSERY STOCK

#### 1. EXCEPT BY SPECIFIC AUTHORIZATION OF THE CITY, EACH TREE OBTAINED WILL HAVE:

- · A tag identifying its species and the nursery that grew it
- A single stem with a full, balanced crown
- Well-formed branches, and no codominant (forked) stems
- · Caliper or height as specified
- A root ball of a diameter and height appropriate to the caliper of the tree (according to American Nurserymen's Association standards), and neither broken apart nor separated from the tree's roots.

#### 2. PLANTS MAY BE REFUSED FOR ANY OF THE FOLLOWING REASONS:

#### POOR VIGOR OR FORM, such as:

- · A sparse or chlorotic crown
- Inadequate root development within root ball.
- Abnormally sunken places in the bark, especially below branches.
- Narrow branch angles, especially those with included bark.

#### DAMAGE, such as:

- Open wounds on the trunk, branches, or roots (including below the soil line)
- Cracks or bark splits surrounded by inrolled callus
- Dead, cracked, broken, or flush-cut major branches
- Separating grafts.

#### IMPROPER PREPARATION, such as:

- Flush-cut pruning scars, or branch-stubs left at pruning
- Evidence of topping
- Evidence of pruning done in an effort to "shape up" a derelict tree or shrub
- Improperly prepared root ball (see above).

#### INSECT AND/OR DISEASE PROBLEMS, such as:

- Signs (e.g., eggs) or symptoms (damage) of harmful insects.
- Signs (e.g., vegetative or sporulating bodies growing on trunk, branches, or roots) or symptoms (damage) of pathogens.

#### 3. THE CITY RESERVES THE RIGHT:

- to select trees in the nursery,
- to reject trees or shrubs that do not meet the quality standards listed above
- to refuse trees that have been improperly prepared for transportation or improperly handled prior to delivery, and
- to make changes in species and/or size of nursery stock, as necessitated by availability or unforeseen planting site conditions.

4. ALL SHRUBS AND GROUND-COVER PLANTS must cover the tops of their containers, and all containers must actually have the capacity specified.

#### **GUYING/STAKING:**

Stabilize trees with T-posts, left in place for about 1 year. The use of 'Arborties' and 'Arborknots' should benefit the trees, and should probably be continued, barring new information to the contrary.

Unless specific plans are made for inspection of nursery stock in the nursery, the selected providers will choose the trees and shrubs for use in planting projects, so that all chosen plants meet our nursery stock standards, mentioned above.

In general, all balled-and-burlapped nursery stock should have been grown in a soil comparable to what they will be planted in at the construction site - that is, usually a predominantly clay soil, rather than a sandy soil. In general, the supplier should be from an area more northerly than Huntsville, rather than more southerly.

Trees will be inspected by the Engineering Department's construction inspector, using nursery stock standards provided by Forestry/Horticulture. With adequate notice of the time of arrival (generally 1-2 days), Forestry/Horticulture will provide a

representative to assist the construction inspector.

During the time between the delivery and the planting of nursery stock, all plants will be protected as follows:

- All balled-and-burlapped plants will be heeled in, using shredded pine bark mulch, wood chips, or a comparable material.
- All plants will be watered regularly, so as to keep the mulching material moist.
- Any trees with thin bark must be protected from sunscald.
- Care must be taken to handle the plants as little as possible, to protect them from damage to trunks, branches, and root balls.

The following applies regardless of seeding method used:

#### BASIS OF ACCEPTANCE.

The acceptance of designated seeded areas will be based on verification of a satisfactory stand of grass and legumes in the season for each seed specie required by the mix designated for use. All seedbeds areas shall be rock free before seeding. Any settlement that causes rocks to be exposed, all rocks shall be removed before acceptance. There shall be no rocks in seeded areas over ½ inches in diameter. If a satisfactory stand of grass is not established, the area shall be re-seeded without additional cost to the Department. A satisfactory stand is defined as a cover of living plants, after true leaves are formed, of the seed species required by the mix designated for use in which 80% coverage per square foot of the selected turf type has occurred.

Mowing, weeding, edging, when directed, will not be paid for as a separate pay item. Mulch, if required, will be applied and paid for separately under Section 657. Topsoil, if required, will be applied and paid for separately under Section 649, and is to include testing and mixing of additives as required by test results, if required. Water necessary to satisfactorily prepare, and establish an early stand of grass, and maintenance of all seeding shall be classified as a part of the seeding items. The amount of water and when it shall be applied shall be the Contractor's responsibility until acceptance of the project.

#### CARE DURING CONSTRUCTION .

All work shall be pursued in accordance with contract erosion control requirements. The Contractor shall water, fill washes, and otherwise protect and maintain the seeded areas including any mulch or cover used until the contract is accepted or grassing is accepted. Damage by either pedestrian, vehicular traffic, or other causes shall be repaired by the Contractor. It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass until final acceptance of the project. Mowing of excess growth shall be performed when the height of grass is in excess of six inches. The vegetation shall be cut to approximately four inches in height. All of the above work shall be performed regardless of seeding method used and without additional compensation.

#### **ATTACHMENT "N"**

#### CITY OF HUNTSVILLE IRRIGATION SPECIFICATIONS NON MAXICOM

#### **GENERAL**

#### **PURPOSE**

The objective of these specifications is to provide, assemble and install sprinkler system which will operate in an efficient and satisfactory manner so that the finished system shall efficiently irrigate all areas to be covered and shall prove satisfactory in all aspects to the owner. The specifications, design details, irrigation designs and quotation are to be considered a part of the sprinkler system contract, and it is expected that the chosen contractor will follow specifications with due perseverance.

#### **SCOPE OF WORK**

The work required by these specifications consists of all labor, material, equipment, and services required for a complete functioning irrigation system.

The plans and specifications are intended to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the contractor is expected to provide for the same.

All work herein specified or called for on the drawings or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions and any changes and/or additions in work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the owner, but such changes shall have the prior written approval of the owner.

#### **DEFINITION OF THE INTENT OF DOCUMENTS**

The contract agreement, drawings, specifications and quotation constitute the contract documents, and all modifications thereof incorporated in the documents before their execution. What is called for in one document shall be as binding as if called for by all. The intent of documents is to include, unless otherwise stated, all labor and equipment for the completion of the work required for a complete irrigation system in a workmanlike and proper manner.

#### **EXAMINATION AND VERIFICATION OF DRAWINGS AND JOB SITE**

Prior to submitting a proposal for this project, each bidder has the responsibility to examine the premises and satisfy himself as to the condition under which he will be obligated to operate in installing the irrigation system under this contract.

All plot dimensions on the irrigation design are approximate. Prior to proceeding with the work, the contractor shall carefully check and verify all dimensions and shall report all variations from those indicated in the irrigation plan to the owner in writing. If changes are to be made, they will be made in accordance with previous provisions.

#### **GUARANTEES**

The work included under this contract shall be guaranteed by the contractor against all defects and malfunctions due to faulty workmanship for a period of one year from the date of final acceptance by the owner. Upon being informed by the owner of any defects or malfunctions in workmanship, the contractor shall effect all necessary repairs and/or replacements in a reasonably expedient manner at no additional cost to the owner.

Emergency repairs, when necessary, may be made by the owner without relieving the contractor of his guarantee obligation.

The contractor shall be obligated to repair any settling of backfilled trenches which may occur during the guarantee. The contractor is also obligated to restore any and all damaged planting, paving or improvements within the year period. If the contractor does not respond to the owner's request for repair work within a period of two days, the owner may proceed with such necessary repairs and charge the contractor for all expenses incurred in the repair work.

#### **EQUIPMENT, TOOLS, AND LABOR**

The contractor shall provide and pay for all equipment, tools and labor required for the completion of this project. All irrigation meters and backflow preventers, including taps and boxes are by Huntsville Utilities; bidder shall include all fees and costs (material and labor) for same in his lump sum bid price for irrigation.

The contractor shall provide and keep up-to-date a complete set of as-built drawings which shall be corrected daily to show changes in sprinkler locations, controller location, piping locations and other deviations from the original irrigation design drawing as provided to him. All isolation valve locations shall be shown with actual measurements to reference points so they may be located easily in the field. Upon completion of the work, the contractor shall furnish the owner with a complete set of as-built drawings showing the sprinkler system as installed. This is the responsibility of the contractor and shall not be construed to be the responsibility of any other party.

#### TRAINING OF PERSONNEL

Upon completion of work and acceptance by the owner, the contractor shall be responsible for the training of personnel in the operation, maintenance, and repair of the system. The contractor shall furnish copies of all available parts lists, trouble shooting lists, specification sheets, and catalog sheets to the owner prior to final payment.

The contractor shall set the initial watering schedules and programming of the automatic controllers in accordance with the specifications, irrigation plan or as directed. Changes in the schedules and programming and instruction on how to make such changes shall be the responsibility of the designer or landscape architect of the system.

#### PROTECTION OF WORK AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with work on this contract. The contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping grounds, above ground or underground installations or structures of any kind, and shall be held liable for any damage that does occur. Damage includes not only mechanical damage but from leaks in the irrigation system being installed by the contractor, whether through negligence or otherwise. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions. The contractor shall securely cover all openings into the section of the system he is working on and components of the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse or disfigurement of the equipment.

#### HANDLING OF MATERIALS

The contractor shall be responsible for correct procedures in on-site loading, unloading, stacking, transporting, and handling all materials to be used in the system. The contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendation on loading, unloading, and storage.

#### **CLEANING PREMISES**

The contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. There shall be NO waste materials or trash allowed in trenches.

#### **MATERIALS**

All materials are to be furnished as specified on drawings or in specifications.

#### SOLVENT CEMENT AND PRIMER

Solvent shall be IPS-721 or pre-approved equal. Solvent shall be IPS-727 or pre-approved equal, When temperatures are below 40 Fahrenheit.

NOTE: In temperature below 32° Fahrenheit contractor shall not glue any pipe together.

Primer shall be IPS-70 or pre-approved equal.

#### ELECTRIC REMOTE CONTROL VALVE

100-PEB.-150-PEB.-200-PEB.

The electric remote control valve shall be a normally closed 24 VAC 50/60 cycle solenoid actuated globe pattern with a balanced pressure diaphragm design. The valve pressure rating shall not be less than 200 PSI.

The valve shall have a manual open/close control (internal bleed) for manual opening and closing of valve without electrically energizing the solenoid. The valve shall have internal manual bleed to prevent flooding of the valve box. The valve shall house a fully-encapsulated, one-piece solenoid with captured plunger. The 24 VAC 50/60 Hz solenoid shall open with 19.6 VDC minimum at 200 PSI. At 24 VAC average in rush current, it shall not exceed .41 amps. Average holding current shall not exceed .23 amps.

The valve shall have a control port filter screen to filter out grit and prevent clogging of hydraulic control parts.

The valve shall have a stainless steel flow control stem and cross handle for regulating or shutting off the flow of water. The valve must open or close in less than one minute at 200 PSI and less than 30 seconds at 20 PSI.

The valve construction shall be as such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

The valve shall be as manufactured by Rain Bird Sprinkler Manufacturing Corporation, Glendora, California, or an approved equal.

#### ELECTRIC REMOTE CONTROL VALVE FOR DRIP

Valve for Drip shall be; XCZ-100-PRF only.

#### **SPRINKLERS**

SECTION Depending on location, area and if you are installing in a bed or in turf these are the sprinklers that need to be installed.

#### **SPRAYS**

Sprinklers to be used in beds will be 1812-SAM-PRS-45. Sprinklers to be installed in turf will be 1806-SAM-PRS-45.

#### **NOZZLES**

Nozzles shall be M.P. Rotors only.

#### **ROTORS**

Sprinklers to be installed in small turf areas will be **3504-PC-SAM-PRS**. Sprinklers to be installed in larger turf areas will be **5006-PL-PC-SAM-PRS**.

See plans for requirements or other information for this project.

#### **RAIN GAUGE**

W.R.C. Wireless Rain Sensor Combo, installed in a lock box. If Maxicom is in use a Rain Can must be used

#### **LOCATION WIRE**

Permanently mark all of your irrigation lines with TRACE - SAFE water blocking tracer wire (Color Blue). Begin at the control valve and continue to the end of that line for every control valve. Also mark in the

same manner beginning at the backflow vault and run in all main line trenches including any wire trenches that may be separate from the main line. See detail sheet.

If you have to start a new roll of wire or wire is broken, it must be repaired with a muletape wire connector (trace-safe water blocking) number T-S 19IL, T-S 19, T-S 12-19IL T-S 12-19 TS-19-LC and covered with an econo valve box or 10 inch if needed. You will also need to use them at the start of a run; main line and each lateral line. There will be no exceptions to this stipulation.

If you are irrigating a sports field you do not have to run Trace – Safe Wire on the fields.

#### CONTROL VALVE WIRE SPLICES

These splices will only be made by using 3M-DBY's; all splices will either be made in a control valve box or a 6 inch econo box only.

#### SECTION INSTALLATION AND INSPECTION

#### INSPECTION OF WORK IN PROGRESS

The owner's authorized representative shall be responsible for inspection of the contractor's work which is in progress. A representative may bring to the attention of the contractor any work which does not meet the specifications of this contract and the contractor shall correct such work as brought to his attention.

#### STAKING OF SPRINKLER LOCATION

Staking of sprinkler locations shall be done by the contractor and approved by the owner's representative.

#### **EXCAVATION**

All excavation shall be unclassified and shall include all materials encountered.

It shall be the responsibility of the contractor to provide suitable backfill materials. This backfill material shall be free from the rocks, large stones and other unsuitable substances which could damage the pipe or create unusual settling problems. The minimum depth of cover over piping 6" and larger shall be 24". The minimum depth of cover over piping 4" and smaller shall be 18". Backfilling will be done in 6" layers and tamped after each layer is put in to prevent excessive settling in all lines.

No cutting of existing asphalt roadways shall be allowed. Contractor shall bore any required crossing of existing roadways in an approved manner.

The contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities and structures.

The owner shall advise the contractor of any underground utilities or structure of which he is aware. Utility locating services shall be called upon to pinpoint location of any underground utilities on site of the project by the contractor.

#### INSTALLATION OF SYSTEM MAIN

Installation of the system main shall be in accordance with the manufacturer's instructions and shall proceed from the point of connection of supply for the system. Concrete thrust blocks shall be installed at any directional change or tee in the pipeline in accordance with the pipeline in accordance with the pipe manufacturer's instruction.

#### INSTALLATION OF LATERAL LINES

Lateral lines may be installed by standard trenching techniques or by "pulling in" pipe. If the pull-in method is used, the pipe "plow shall be a vibratory type and equipped with a turf roller device to prevent tearing of the "turf". The "Mole" or "Bullet" which precedes the pipe and is used to form the opening for the pipe shall be not less than 1" larger in diameter than the outside diameter of the pipe. Starting and finishing holes shall not exceed a two foot square opening, which the sod removed from such holes is to be preserved and replaced.

Lateral pipes and fittings shall be installed in accordance with the manufacturer's recommendations, including the shaking-in of PVC pipe to prevent excessive strain when contracting in cold weather.

#### SPRINKLER HEADS

All sprinklers shall be installed on swing joints as shown in detailed drawings. When funny pipe is used for spray heads be sure and use a marlex ell and a barb ell as a swing joint directly below sprinkler head. The sprinkler head shall be installed so that the top is slightly below the finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a stake to prevent damage by equipment. Back fill around the swing joint and sprinkler shall be free of large rocks, roots, or foreign debris. Hand tamp around heads, so heads do not move.

When finished grade has been established the contractor shall set heads with top slightly below the finished grade level, below sod or sprigs.

#### NOTICE OF COMPLETION

When the contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and cleanup is completed, he shall issue the notice of completion to the owner's authorized representative. The notice of completion shall include the required for final inspection with date and time given.

#### FINAL INSPECTION WITH OWNER'S REPRESENTATIVE

The owner's representative will respond to the notice of completion by the contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the owner's representative and a written copy of corrections shall be given to the contractor.

#### **SECTION**

#### SECTION ACCEPTANCE OF THE SYSTEM

The owner may accept the system even though the corrections on the final inspection have not been made by the contractor. In such a case, there will be deductions for the uncompleted or uncorrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.

#### SECTION AS-BUILT PLAN ACCEPTANCE

Acceptance of the system is based on the furnishing by the contractor of two sets of completed as-built plans which is acceptable to the owner or owner's representative.

## TRAINING OF MAINTENANCE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM

The contractor's responsibility of training maintenance personnel in the operation and maintenance of the system, as outlined in a previous section of these specifications, shall not be waived due to acceptance of the system. If this responsibility is not fulfilled, the cost of obtaining this training by the owner shall be shown as deduction in the final payment.

#### WARRANTY AND GUARANTEE CERTIFICATES

The contractor shall furnish a certificate of warranty registration and a guarantee of work for a one year period from date of final acceptance of the system. Depending on the time of completion the contractor will need to winterize the system and start it back up in the spring. Final payment for the system shall not be made unless this certification is presented to the owner.

### ATTACHMENT "O" ADDITIONAL IRRIGATION MEASURES

#### **GENERAL**

Extent of underground irrigation system is shown on Drawings and in the schedules. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section. Provide additional Work and materials required by local authorities at no extra cost to Owner. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.

Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition. Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Designer. Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction. County regulations supersede these specifications. Notify Landscape Designer in writing of all discrepancies immediately.

<u>Do not make substitutions</u>: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Designer.

Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Designer. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor to remove rejected Work and or materials from Project Site and replace promptly.

"As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Designer. Provide Owner and Landscape Designer with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.

Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.

Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area. Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer" recommendations.

Verify Tap: Test water conditions, as they exist immediately down stream from tap: If they do not meet design demands, notify Landscape Designer immediately of existing conditions.

The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least 60# gpm available water supply from existing tap & meter. Verify working conditions by Irrigation Contractor Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.

Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.

Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.

Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise. Keep project site clean and orderly at all times during construction.

Sleeves are to be installed by the Irrigation Contractor.

Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

Coordinate and schedule all Work with General Contractor.

Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of Contractor in a timely fashion.

Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to Owner.

<u>Warranty</u>: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.

Repair unsatisfactory conditions promptly at no cost to Owner.

Owner may make emergency repairs without relieving the Contractor of this warranty obligation.

Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.

Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

#### PRODUCTS:

Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.

Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

Plastic pipe for all main lines and laterals is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings.

PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the tope of the pipe.

All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule. Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.

Risers: no risers will be used.

Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.

All splices in controller wiring shall be waterproofed by using 3M DBY'S wire connectors.

All control wiring shall be 24-volt solid wire U.L. approved for direct burial in ground. Minimum wire size: 14 gauge station, 12 gauge common.

All control wiring and wiring connections from controller to valves shall be included in this contract.

Sprinkler Heads: Provide as indicated on the plan. Heads perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure. All sprinkler heads are on swing pipe and hose bibs are to be on triple elbow swing joints.

Automatic Controller: Is to be installed in the location (shown on drawings/identified by owner's representative). The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

Provide controller specified on drawing; fully automatic capability as well as manual operation of the system.

Irrigation Contractor to coordinate sleeve through wall for irrigation controller (with General Contractor). If installed outside coordinate sleeve through concrete slab for irrigation controller (with General Contractor). General Contractor to provide power to controller. Coordinate with General Contractor.

Provide controller specified on drawing that operates on a minimum of 110 volts AC power input and is capable of operation of 24-volt AC electric remote control valves, with a reset circuit breaker to protect from overload. Contractor is responsible for connection to 100V AC power to controller.

Stations: Each station shall have a time setting knob that can be set for variable timing in increments from 6 to 60 minutes, or set to omit the station from irrigation cycle.

The controller, Rainbird ESP – MC-24- SS shall have a 14-day calendar dial and a 24-hour clock dial with 23 captive hour pins for programming irrigation cycle start times. A master "on-off" switch shall allow the valve power output to be interrupted without affecting the controller.

Controller Construction: The controller must be constructed so that all internal parts are accessible through controller door without disturbing cabinet installation.

Water Meter: Coordination of meter installation is the responsibility of the Irrigation Contractor. Unless installed by Utilities. Backflow Preventer: To be installed by Irrigation Contractor. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation. Unless installed by Utilities.

Pressure Regulator: Provide Wilkins #600 or equal.

Mastervalve: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover and Ametec 10" round valve box with cover as indicated on drawings. Place a minimum of 6" depth of gravel under each valve box, meter, and pressure regular and backflow preventer box.

Sleeves: Class 200 PVC Pipe Type 1120 or 1220: Size as indicated on Detail by Irrigation Contractor.

Hose Bibs: Hose bibs shall have an all cast brass or bronze body. Hose bibs to be ¾" inside diameter and shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.

Surge Protection Equipment: Provide General Electric Lightning Arrestor #GL 15 CC B 007 for controllers not equipped with primary surge protection.

Provide secondary surge protection installed on the 24V AC valve control wiring for systems controlling 24V AC solenoid operated valves.

The Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided for in controller as a "built-in" unit or if it must be supplied and installed separately.

Isolation Valves: Provide all gate valves for isolation purposes allowing full diameter opening when in full open position. Manually operated valves shall be same size as mainline.

Automatic Drain Valves: Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size and with a minimum of 18" of cover over sump. Miscellaneous System Components: Provide risers, reducers, couplings, adapters, and fittings as necessary to complete irrigation system.

#### **EXECUTION**

Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person. During the installation Landscape Designer or the owner's representative may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.

Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Designer of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner an/or General Contractor and Utilize utility locating services when necessary.

Excavation: All excavation is unclassified and includes all materials encountered.

Prior to excavation, remove sod, preserve and replace after backfilling is completed.

After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100 percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.

Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.

Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.

Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.

Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base. Leave top of trench ready for asphalt by others. Minimum depth of cover of all pipe is as follows:

3/4" - 1" pipe - minimum depth cover is 12"

 $1 \frac{1}{2}$ " –  $1 \frac{1}{2}$ " pipe – minimum depth cover is 18".

Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.

Pipe Joints: Follow Manufacturer's Recommendation.

Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

PVC to metal connection, Work metal connection first then use Teflon pipe fitting Main line shall be installed according to Manufacturer's Recommendations.

Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.

Lateral lines and risers shall be as follows:

Install according to Manufacturer's Recommendations using standard techniques.

Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).

No risers.

Exchange of 4" pop-up to 12" high pop-in field by Landscape Designer is incidental.

Plug lines immediately upon installation to minimize infiltration of foreign matter.

Flush lateral lines and risers prior to installation of sprinkler heads.

No risers.

Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on trip elbow swing joint; or flex pop when specified.

High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Designer.

Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.

Height of all heads in bed areas to be determined in the field by Landscape Designer.

Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.

Allow for contraction of wires by providing looped slack at directional changes in supply line.

Keep wire splices to a minimum. All splices shall be waterproofed by using "3-M DBY'S" wire connectors. All splice locations to be indicated on "as-built drawings".

Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by Irrigation Contractor. Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings.

Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. Locate all valve boxes within plant bed areas wherever possible.

Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.

Ground wire between surge protection device and grounding electrode to be single strand bare copper wire at least one size greater than wire supplying power to control unit. Route ground wire away from power and control wires where possible.

When it is necessary to pass through controller cabinet wall use two #L-70 copper grounding lugs and brass bolt as noted in detailed drawings. Use #WE 5/8" ground rod clamp (single piece and bolt) to make connection between ground rod a minimum of 10". Cover the top of rod and clamp with a Toro #850-00 cover with lid at grade level.

Balancing and Adjusting: Balance and adjust the various components of system so that overall operation of the system is most efficient. This includes synchronization of controllers, adjustment to pressure regulators, part circle sprinkler heads and individual station adjustments on controllers. The Contractor has the right to call in the Designer or Owner's Representative to aid in balancing and adjustment of system.

Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.

"As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.

Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Designer, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.

Set initial watering schedules and programming on automatic controllers at the direction of Landscape Designer. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Designer.

Winterizing the System: If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones; higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Designer and Owner. Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.

Inspection and Acceptance: Upon completion of Work, notify Landscape Designer and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Designer for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

#### **ACCEPTANCE AND GUARANTEE**

Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Designer and the Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Designer and the Owner's Representative will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".

Submit record drawings and maintenance manuals to Landscape Designer with written request for inspection.

Review "punch list" Work jointly with the Owners Representative and Landscape Designer for Substantial Completion of total (contract) Work.

Upon satisfactory completion of repairs and replacements and completion of "As –Built" drawings, Landscape Designer and the Owners Representative will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee.

This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Designer.

Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per Written Letter of Notification.

Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.

Repair damage to grade, plants and other Work or property as necessary.

If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.

Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Designer. Acts of Nature include, but nay not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Designer.

Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Designer and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Designer certifies, in writing, the Final Acceptance of Work.

At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance. Submit written request for inspection for Final Acceptance to Landscape Designer at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.

Upon completion by Contractor of all required replacements, Owner and Landscape Designer will confirm the Date of Final Acceptance of Work.

Applications for Payment will be covered in the general contract.

# SUPPLEMENT TO GENERAL REQUIREMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

GOSS ROAD EXTENSION AND MASS GRADING

PROJECT #71-23-SP17

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. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, 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. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 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, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

#### 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 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. Any bids received that are unsealed will be immediately rejected.
- (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. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, 2nd Floor Engineering Department, Huntsville, AL 35801.

#### 3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the <u>quantities shown herein are approximate only and are subject to increase or decrease</u>, 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 contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer 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 Engineer within ten (10) 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 (45) 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 engineer within ten (10) 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 (45) 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.
- 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 Contractor's 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.

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 contractor's 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 and shall be properly licensed as required by Alabama State Law. (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)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" 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. 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. N/A

## 9. <u>LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)</u>

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. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. 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 be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates 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: Mary Ridgeway.

#### 10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) 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 by the Contractor/Subcontractor(s).

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

#### 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. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

#### 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 percent (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 for labor, materials and equipment; 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. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) 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. N/A

#### 14. 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, all addenda, 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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, 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. 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. (See Section 12.). Attachment "G" – 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 is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount				iquidat	ed Da	amages Daily Charge
More Than		To and Including		lendar Fixed	_	Work Day
\$ 0	\$	100,000		\$	200	\$ 400

\$ 100,000	\$ 500,000	\$	550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$	900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1	,350	\$ 2,700
\$ 2,000,000		\$ 1	,550	\$ 3,100

V

hen 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.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

#### 19. 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.

#### 20. TRAFFIC FLOW

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

#### 21. TERMINATION FOR CONVENIENCE

- A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial 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 and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. 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 and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.
- 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 and the Consultant 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.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1)

year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

#### 22. 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 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.

#### 23. 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.

#### 24. 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.

#### 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. The coverage should include waiver of subrogation.

#### 5. Employers Liability

6400.000

\$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 question, then the minimum limits shall apply. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

# 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.

#### 25. 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.

#### 26. TIME IS OF THE ESSENCE

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

#### 27. 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 <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u>, 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.

#### 28. 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.

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

§80.09 (b) 2.of the <u>City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991</u> 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.

#### 30. WARRANTIES

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. 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.

#### 31. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractors 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.

#### 32. 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

#### 33. 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 shall be complete prior to advertisement of completion. Advertisement of completion shall be in a newspaper of general circulation published within the city or county in which the work has been done. The final payment

request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

			LEGAL NOTICE (Header)		
(con	npany name)	hereby gives	Legal Notice of Completion of Contract with	(project name)	, <u>(project</u>
no.(s)			lle, Alabama. All claims should be filed at	(company address)	during this
period (	of advertisement,	i.e. June 17, 24	, July 1, 8, 2011 (example of dates).		

#### 34. 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.

#### 35. 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 Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor 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-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ 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 Symbology.

#### 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
  - 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)

terline of feature.
foot intervals along terline 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	CONTENTS	LINE	COLOR	WEIGHT	TEXT	FONT	CELL
LEVEL		CODE			SIZE		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	Sogondary	0	3	0	20	0	
9	Secondary Roads/Trails Text	O	]	O	20	· ·	
10	Sidewalks	5	3	0			
11	Bridges/Culverts	0	0	0	1		
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor,	7	1	0	1 1		
4.2	Ditches	·	_	_			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries,	0	1	0			
	Athletic		1				
	Fields/Text, misc.		1 1				
	areas						
15	City Limits/County	1	0	3			
	Line						
16	City /limit text	0	0	1	30	0	
17	Railroad Tracks	0	2	0			RR
	(Patterned)						
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	2	0	0			STRUCT
_	Structures						
	Existing Structures	2	0	0			STRCEX
	(exact location and				1 1		
	shape unknown)						
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	6	6	0			
	Lines						
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	15	0	GPS
37	2' Topo Contour		- 1	-			
38	5' Topo Contour	0	7	0			
39	25' Major Topo	0	7	0			
3,5	Contour			-			
40	X Spot Elevation	0	7	0			
41	FEMA	0	3/0	0	18	1	GPSPNT
	Monuments/Labels	-	-, -				
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
40	101mac/10cgena			Ü			Madleg
47	Mass Points	0	7	2	1		
48	Break Lines	0	7	2			
49	Open	- ĭ	4 -				
50	Signs		1				1
51	Open	-	<del> </del>				
52	Open		1				1
53	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						

#### 36. 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.

#### 37. 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. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

#### 38. 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."

# 39. 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.

# 40. CORRECTION TO SECTION 80 - of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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 20.02(b) and Article 30.03.

# 41. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" – PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within thirty (30) 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.

# 42. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

§80.09 (b) - Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

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."

# 43. CORRECTION TO SECTION 105 - of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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."

# 44. CORRECTION TO SECTION 847 - of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS

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

#### 45. NPDES CONSTRUCTION REQUIREMENTS

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater 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 OWNER 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.

#### 46. DELETION OF SECTION 50.01 - Authority of the Engineer of Record

This section is deleted.

#### 47. SHOP DRAWINGS

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.

#### 48. E-VERIFY - NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

#### 49. 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 final 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 final paving work.

#### 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 within fifteen (15) days after the date of acceptance of this proposal by City Council action. 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. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

#### **52. GOVERNING LAW**

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

# 53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### 54. 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.

#### **55. 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.

#### 56. 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.

#### **57. 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.



Engineering Division

Kathy Martin, P.E.

Director
City Engineer

# GOSS ROAD EXTENSION AND MASS GRADING

Project No. 71-23-SP17 May 24, 2023

#### Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Tuesday, May 23, 2023, in the 1<sup>st</sup> Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at <a href="https://www.huntsvilleal.gov/engineeringbids.">www.huntsvilleal.gov/engineeringbids.</a>
Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

**END OF ADDENDUM #1** 

The Star of Alabama

#### MANDATORY PRE-BID MEETING

## **MINUTES**

PROJECT NAME: Goss Road Extension and Mass Grading

PROJECT NUMBER: 71-23-SP17

DATE: May 23, 2023

PROJECT ENGINEER: Alan Clements

PROJECT INSPECTOR: Lester Jones & B.L. Harbert

SRDJ Boskovic Building & Earth Jeff Pepper Building & Earth

Kerry Wilkerson COPT Greg Hall COPT

Jen Cool Christopher Contractors
Tim Mayhall Grayson Carter & Son
Chris Lovoy Grayson Carter & Son
Kevin Sawyer Lambert Contracting

Dale Kinney
Mike O'Mealy
Brett Wisemean
Jamie Prater
Chase Cosby

Rogers Group
Rogers Group
SAIN Associates
Shoals Electric
Shoals Electric

Steven Eakes SJ&L Charlie Batey SJ&L

Al Stanley Stanley Construction
Patrick Greenwell Water Water Everywhere
Michael Millwood Whitaker Contracting
Garris Bugg COH Traffic Engineering
Chase Marshall COH Water Pollution Control

Mary Ridgeway
Angela Gurley
COH Engineering
COH Engineering
COH Engineering

- 1. Introduction of all persons present
- 2. Work Description (Project Scope)

This project is the expansion of the Redstone Secured Gateway to include approximately 2,300 linear feet of 3-lane curb and gutter roadway and the realignment of Goss Road with the major items of work to include mass grading, drainage, road construction, landscaping, street lighting, sanitary sewer, erosion control and traffic control. The project is within the Redstone Arsenal Secured area and will be the second phase of the Secured Gateway project. Since this project is inside the Arsenal perimeter fence, the Arsenal's requirements for badging in and out and fence security can be found in contract items.

Greg Hall and Kerry Wilkerson with COPT will be the points of contact for the construction. This project will be like the other EUL projects and will use a third party so all construction will be managed by B.L. Harbert. The contractor will be required to attend weekly meeting and all submittals will need to go through B.L. Harbert.

All drawings were completed by SAIN Associates and Brett Wiseman will be the Engineer of Record for this project. Alan said the sub surface investigation was completed by Building & Earth Sciences.

The inspectors on site will be Bill Davis and Lester Jones. Lester will inspect the roadway, offsite storm water and sanitary sewer. Bill Davis with BESI will oversee all of the mass grading.

Brett said that Goss Road will be extended to the south to the roundabout at the Secured Gateway. Brett said since this section belongs to the City, Lester will oversee it. Brett said that the drawings may be revised to keep a section of Goss Road open but will clarify in an addendum once COPT and the Arsenal have a decision. Clarification: The Arsenal has stated that Goss Road is to remain open throughout construction and is to utilize a single lane closures as needed on a limited basis and any significant work is to be performed at night. The rest of the project is mass grading work with storm, sewer, sanitary sewer and a master detention pond located along Rideout Road that will serve this site and the sanitary sewer coming from the manhole on the east side of Rideout Road that will tie into the area that also serves that site. Brett sad that there is another sewer on the west side of the road listed in the plans that is broken out separately. Brett said that there will be some secured fence to be relocated and there will need to be some coordination prior to any work on the Arsenal Security Fence.

Alan said this project consist of a base bid and three option. Alan said that the intent is to award all, and it was broken out this way because of the different funding options.

Alan said that Chase Marshall and Dave Scroggins in the Engineering Department have both reviewed the sewer plans and everything is good. Alan said that all of the sanitary sewer and all storm water within the mass grading area will be backfilled with crushed aggregate stone because the entire area will have either buildings or parking on it in the future.

Alan said that the crushed aggregate stone cost will be incidental to the item being installed. Alan said that the backfill stone limits will be from the bottom of the trench to 1' of the final plan grade.

Alan said the class of Rip Rap for pay item #36 will be decided upon. Alan said that the replacement of topsoil in the borrow area for pay item #38 will be a relocate item rather than a replacement item.\*

Alan said that the permanent roadway striping will need to be modified on Rideout Road northbound near Gate 9. The current traffic striping for north bound lanes exiting Gate nine (9) are striped for to merge but will need to be blacked out and that lane continued to be straight. He said this can be seen in the plans. Clarification: The Arsenal said that they would rather have the striping ground verses painted. Alan said he did not see markings and legends in the drawing so these items will need to be added. Alan said that item #64 for the one (1) inch PVC for the pole mounted light fixtures will be changed to two (2) inches and an item for pull boxes will be added.

Alan said that all debris will need to be removed with exception of any dirt or topsoil which will remain on-site. Alan said the item for asphalt milling is set up for tying back into the existing pavement and not for the complete pavement removal of Goss Road asphalt.

Alan said he will get ALDOT identification numbers for identification purposes for all the appropriate quantities.

Alan said that Huntsville Facilities requested that we have all of the street lights controlled by a single sensor instead of individual light fixture sensors as shown. Jamie said that a contactor can be used for an additional cost around approximately \$1,500.00. Brett said that he will revise as noted.

Alan said that Lois has several items listed in the drawings which include the plants, sod, and pine straw. The irrigation items of work are currently listed in the bid items as an allowance. Alan said that Lois has not finished the design for the irrigation system yet, but hopes it is finished before the project is bid. If it is not complete, it can be listed in an addendum and will be paid as an allowance and will work with the low bidder on the contract price.

Alan said he talked with Brett regarding the addition of directional signage for Goss Road. Alan said he will need to check and see if there is existing directional signage that will need to be relocated. Clarification: The Arsenal said that there is existing signage that will require relocation. These items will be added to the bid package. Alan said there are no permanent traffic signage in the plans, but they will be added to the

bid package and the signs will need to be in accordance to the City Traffic Engineering standards.

The contractor will be required to submit the as built survey of the completed sanitary sewer to WPC along with the TVI results and schedule testing with WPC in accordance of the City of Huntsville Water Pollution Control specifications.

Alan said that the Arsenal requires a locking system and the tagging identification for the manholes and this information will be provided in a future addendum.

Alan said he would provide a street address for the streetlight meter.

Alan said Item #8 will include proof rolling unclassified of that stripped surface prior to the placement of fill.

Alan said that the contractor will need to build the Mass Grading embankments in accordance to the drawings, Mass Grading Technical Specifications and Geotechnical Report.

Unclassified excavation will be paid as planned quantities for the stripping of topsoil, cut and balance fill to include deducts for the shrinkage to final grade but no deductions for the pavement volume.\*

- 3. Permits Contractor is responsible for all permits.
  - a. ADEM (NPDES) Who is responsible application, maintenance and closeout of the NPDES Permit

b.	ACOE	NONE
c.	ALDOT	NONE
d.	Railroad Permits	NONE
ę.	Utility Permits (i.e. Gas Easements)	NONE

- 4. Utility Project Notification
  - a. Conflicts with existing utilities
  - b. Owner of existing utilities: HU, Redstone Arsenal and City of Huntsville
  - c. Responsibility of the contractor to locate and coordinate with Huntsville Utilities and the Arsenal's Utilities.
- 5. Right-of-Way
  - a. Status of ROW or easement acquisition
     b. Property Owner information and notification
     Notices

    Good
    Arsenal Req'd
- 6. Conflicting Projects The contractor will need to cooperate with the contractors already on site. Kerry said that he has one contractor working on the adjacent site.

#### 7. Schedule of Work

- a. Critical Path
- b. Need by first payment
- c. Owner reserves the right to withhold payment if work is more than 25% behind schedule
- 8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
  - a. Review plan sheets
  - b. Review Special Provisions and Specifications
  - c. Reference State or City Standard Specifications
  - d. Enforce ADA Standards for ROW construction.
  - e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt. No Open Cut Construction Allowed
  - f. Schedule for review of shop drawings/material submittals.
  - g. State of Alabama License Classification required (HS) Highways & Streets or (MU) Municipal & Utility

Introduction and explanation of any revisions to <u>Supplement to General</u> Requirements – specifically detail the following:

#### SHOP DRAWINGS

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.

- h. Hand drawn As-Builts required for irrigation and streetlights.
- i. Calendar Days to complete project three hundred sixty-five (365) for all the work with no deducts.
- j. Council Approval June 22, 20223
- k. Anticipated Notice-to-Proceed June 28, 2023 will change to 7/5\*

#### 9. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

- a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
- b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with ...."

#### 10. 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 percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. 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.

- a. Date for payment submittal monthly
  - i. Process for monthly quantities
  - ii. Monthly Progress Meetings

- iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
- iv. Define Substantial Completion Project in usable condition for intended purpose
- v. Liquidated Damages
- vi. One year warranty period begins upon substantial complete.
- 11. Traffic Control Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition in conjunction with the Contractor provided Temporary Control Plan.

If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

#### 12. Subcontractors

Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

#### 14. Questions?

Q: Chris asked about the bedding within the 10 feet of the detention pond.

A: Alan said come up to 1 foot below finished grade.

Q: Alan asked Greg if the clearing of the vegetation is complete.

A: Greg said yes, but the trees will need to be removed as an item of clearing and grubbing.

Q: Tim asked where the offsite location is to haul excess material.

A: Brett said if it is good material, it is possible it may be moved to the gateway right outside the gate.

Q: Dale asked about how the unclassified excavation would be measured for payment.

A: Alan said by plan quantities plus field measured undercut. \*

This answer led to several others such as:

Q:If we strip 6" and then area required to come back and strip more material how will that be measured?

Q:If we strip more than 6" and have undercut will the site still balance and if not where is the material to come from?

Q:If there is more topsoil generated than the spoil berm can take where will be required to be taken?

Q:If the stripped surface is to be field measured who will provide the survey?

A: The dirt work measurement and payment items will be clarified in the next addendum.

Q: Dale asked if a copy of the CAD file will be posted to the website.

Q: Mary said she cannot post CAD files to the website.

Q: Dale asked if the topsoil on site is good to use as fill.

A: Alan said it is growing grass so it should be.

Q: Question asked about balancing the 6 inches of stripped topsoil.

A: Alan said he will clarify this in the addendum.

Q: Chris asked if the plaining item includes stripping and borrow.

A: Alan said yes. Brett said the number should be in the quantities, but he will check.

Q: Dale asked if 2 inches of topsoil will need to go back over everything for stabilization.

A: Alan said yes.

Q: Chris asked about permits.

A: Alan said it the permit has not been applied for and it will be the responsibility of the contractor.

Q: Dale asked if the building pad requirement is the same.

A: Srdj said it is 98% compaction for the pad.

- Q: Tim asked if the rock excavation item #9 will pay if the contractor encounters any rock.
- A: Alan said yes. Brett said it will also pay for the removal from the site.
- Q: Dale asked if the rock can be removed from the Arsenal.
- A: Brett said yes.
- Q: Chase asked if the arm poles need to be the same as Phase 1.
- A Brett said yes.
- Q: Chase asked if any poles will have banner arms.
- A: Greg said no banner arms.
- Q: Chase asked about the foundation need to be raised like Phase 1.
- A: Brett said they should match the Phase 1 foundations.
- Q: Jamie asked if it is 2-inch PVC for the street light conduit.
- A: Alan said yes.
- Q: Question asked about the size of the manhole.
- A: Brett said that he would verify.
- O: Jamie asked if the duct bank is concrete encased.
- A: Brett said yes.
- Q: Steven asked if the tagging can be painted inside.
- A: Greg said no but the specification would be provided.
- Q: Dale if the contractor needs to create a wheel wash with the meter.
- A: Brett said yes, but it will be the cost of the contractor.
- O: Question asked who will inspect the street light circuits.
- A: Alan said, and it will be Chris Gipson from City Facilities.
- O: Dale asked if the water meter will be part of the Aide-to-Construction.
- A: Brett said no, that will be the responsibility of the contractor.
- Q: Dale asked if the meter will need to be removed at the end of the project.
- A: Alan said yes.
- Q: Chris asked if the water ATC materials can be delivered to the job site.
- A: Brett said no.
- Q: Chris asked if the City will hold retainage on the Aide-to-Construction.
- A: Alan said no.

- Q: Chris asked if Huntsville Utilities will be handling the bore and casing.
- A: Brett said he will clarify this in the addendum. Clarification: HU will install the bore casing only
- Q: Dale asked if a copy of the Aide-to-Construction is online.
- A: Brett said yes.
- Q: Jamie asked if all of the electrical needs to be gravel backfilled.
- A: Brett said yes.
- Q: Question asked if the pond is intended to hold water.
- A: Alan said no, it is just a detention pond but is designed to meet the City storm water Quality requirements.
- Q: Question asked about black out for striping due to time constraints.
- A: Alan said they will get with Glen to decide. Clarification: The Arsenal wants conflicting striping and marking ground instead of painted.
- Q: Dale asked if a temporary hook up can be used for the wheel wash.
- A: Alan said if Huntsville Utilities will allow it.
- Q: Chris asked if the minutes will be posted in time to ask questions.
- A: Alan said yes.
- Q: Dale asked if a CAD file can be obtained.
- A: Brett said yes but send an email to Alan. Brett said once Alan emails him then he will send the CAD file along with the release form to the contractor.

All questions were answered, and all clarifications made by addendum. All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Friday**, **May 26, 2023, until 5:00 p.m.** via fax (256) 427-5325 or email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be <u>Thursday</u>, <u>June 1</u>, <u>2023</u>, <u>until 5:00</u> <u>p.m.</u>

Bids open: Wednesday, June 7, 2023, at 10:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

"\*" Denotes to be clarified in future addendum

Meeting Adjourned.



Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

# GOSS ROAD EXTENSION AND MASS GRADING Project No. 71 23 SP17

Project No. 71-23-SP17 June 1, 2023

Addendum #2

Addendum 2 to address quantity revisions, drawing changes, clarifications and answers to contractor questions will be sent out by 5:00 pm on Friday, June 2, 2023.

END OF ADDENDUM #2
The Star of Alabama



Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

## GOSS ROAD EXTENSION AND MASS GRADING

Project No. 71-23-SP17 June 2, 2023

## Addendum #3

#### **IMPORTANT BID DATES**

Deadline for Additional Contractor Questions will be Tuesday, June 6, 2023, by 5:00 pm.

Answers to Contractor Questions will be Wednesday, June 7, 2023, by 5:00 pm.

Bids will open on Friday, June 9, 2023, at 10:00 am in the 1st Floor Conference Room.

#### **QUANTITY REVISIONS:**

#### Attachment "A" is amended as follows:

Replace bid quantities with "replacement", Attachment "A1". Please use the revised attachment to submit bid pricing; all bids must be submitted using Attachment "A1". Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

Due to numerous revisions, please see Attachment A1 posted to the website and attached to this addendum for changes to the quantities.

The Star of Alabama

#### **RESPONSE TO CONTRACTOR QUESTIONS:**

- Q: If a supplier does not make 66" RCP. Is there an alternative available?
- A: A 83" span x 53" rise reinforced elliptical concrete pipe is equivalent to a 66" round pipe.
- Q: On plan sheets C1.1 thru C1.3 of the SG Sanitary Sewer Plan the pipe is 10" DI. However, the Attachment A-1 Unit Bid Sheet shows 8" DI for item numbers 2-4, 2-5, 2-6.
- A: The bid item has been updated to 10" DI in the Attachment A-1.
- Q: Thinking about the dirt, you could split the unclassified excavation into 3 items:
  - Strip Topsoil 6" and stockpile
  - Unclassified excavation
  - Borrow from onsite material

In the event more than 6" of topsoil has to be stripped, you would pay for additional topsoil and additional borrow to make up the difference.

- The contractor will be required to provide a representative digital topographic surface A: after the topsoil is stripped to the Geotech's satisfaction. After the Engineer spot checks the contractor's topographic survey the volume of stripped topsoil will be determined using the stripped surface model vs the original design surface. This volume of material will be paid as "Stripped and Stockpiled Topsoil". Following the stripping contractor will be required to proofroll the stripped surface with the Geotech prior to the placement of fill. Any areas as determined by the Geotech that require undercut will be field measured, undercut and stockpiled adjacent to the topsoil stockpile. The field measured volume of undercut will be paid as "Undercut Excavation". Payment for this item will include the undercut, stockpiling and the replacement and compaction of the undercut area. At the completion of the site grading and prior to the respreading of topsoil, the contractor will provide another representative digital topographic surface. Following the spot checking by the Engineer the volume determined by the difference in the stripped surface model and the final surface model will be the volume paid as "Unclassified Excavation". Payment for Unclassified Excavation will also include the costs associated with the proofrolling and topographic surveys as incidental to the construction of the embankments in accordance with the specifications. The measurement and payment for "Respread 2" of Topsoil from Stockpiles" will be cubic yards based on the actual field measured area to receive 2" of topsoil. The remainder of the stockpiled topsoil and the stockpiled undercut will then be hauled and placed in the designated project borrow location in conformance with the slopes indicated in the plans. Measurement and payment for these items will be under pay item "Borrow Site Replacement" and it will include previous calculated volume of "Stripped and Stockpiled Topsoil" minus the calculated quantity for "Respread 2" of Topsoil" plus the previously calculated volume of "Undercut Excavation".
- Q: I don't understand how to keep Goss Road Open throughout the project. Is there temporary paving / striping items setup for this? Can you show a phasing plan

- to show the traffic swap?
- A: We have added a temporary road with quantities to build the temporary road under the base bid and option 1. We have added sheet C12.0 Temporary Roadway Realignment.
- Q: Can you explain the process for getting employees badged?
- A: Badging information can be found at: <a href="https://home.army.mil/redstone/index.php/about/Garrison/DES/physical-security/access-control/how-request-access">https://home.army.mil/redstone/index.php/about/Garrison/DES/physical-security/access-control/how-request-access</a>
- Q: In the Borrow Pit / Berm area, does it have to be graded like the plans show? If you dig for a borrow pit, and then fill it with topsoil you might not need the berm at all.
- A: The area has been graded schematically to show the berm. The berm can be smaller if necessary. It just needs to stay within the area of the TIFF and EUL boundaries.
- Q: What if you need more borrow than what you can get in the borrow pit area?
- A: The detention pond area can be over excavated for fill material and backfilled with topsoil.
- Q: How will the big ditch/swale for erosion control be paid for?
- A: It will be a subsidiary obligation of the unclassified excavation and storm pipe installation. The ditch line should follow the proposed storm pipe alignment starting at proposed manhole D20 and going west. If all of the storm pipe is installed from D20 to the detention pond before the ditch is installed, then the ditch will not need to be installed. This is a contractor means and methods operation. The 54" storm pipe was added at the very end of the design, otherwise the ditch would have been shifted to follow the storm pipe alignment.
- Q: In 3.6 of grading specs, its talks about Field Quality Control. Will any QC from the contractor? or will the City provide all the testing? Are you planning on using Building and Earth?
- A: The city will provide testing by Building and Earth.

#### **CONSTRUCTION PLAN CLARIFICATIONS:**

1. All storm and sanitary sewer pipes are to be backfilled with ALDOT #78 stone to the design subgrade within the roadway limits plus 5'. The sanitary sewer under the detention pond from sanitary manhole #1 to sanitary manhole #2 shall be backfilled per the typical trench detail for sanitary sewer in non-traffic areas as shown in the City of Huntsville Design and Acceptance Manual for Sanitary Sewers, latest edition. All other areas will require ALDOT #78 stone backfill to a level 1' below the final surface. The remaining 12" of trench backfill will be a combination of unclassified excavation and topsoil as required by the contract documents. All utility backfill will be considered incidental to the utility being backfilled.

- 2. Rock should be removed from the site.
- 3. The city project contractor will have to install a tapping sleeve and tap valve and pressure test it prior to Huntsville Utilities crew coming out on-site and performing the hot tap on the existing 12" water main. HU boring contractor, McCord Construction, will perform the jack and bore with casing pipe across Rideout Road. The city project contractor will then push the 12" pipe through the newly installed casing pipe and continue laying the proposed 12" water main as shown on the HUATC layout drawings.
- 4. Sheet 12.0 is now the temporary roadway realignment and reissued as part of the addendum.
- 5. The electrical and telecommunications plans are reissued as part of this addendum.
- 6. Sheet C0 has been reissued with an updated sheet index.
- 7. On sheet C1, grading note #4, should state that a minimum of 2" of topsoil spread over the disturbed areas instead of 4" of topsoil unless otherwise noted. Grading note #13 should state that 6" of stripped topsoil instead of 12" of stripped topsoil.
- 8. On sheet C2.1, add a note "NO FENCE SHALL BE REMOVED OR RELOCATED UNTIL THE NEW FENCE IS IN PLACE AND THE AREA IS SECURED". The pavement stripes, markings and legends are to be ground out instead of blacked out.
- 9. The communication manholes and conduits in the duct bank are to labeled as such.
  - a. Stencil on the wall at the top the name of the manhole (ex. MH-SG-01). Stencils is an engraved stainless-steel plate (6" x 12").
  - b. On each wall of the manhole stencil where the duct bank starts and stops (ex. MH-SG-02 to MH-AG-02). Stencils is an engraved stainless-steel plate (6" x 12").
  - c. Conduits must have a stainless-steel tag (1.75" x 3.5"). Engrave A through J and mechanically fasten to the wall above each conduit.
- 10. Water for wheel wash shall be by the supplied by the contractor as part of the wheel wash pay item.
- 11. Topsoil and unsuitable material stockpiles shall be near the onsite borrow area.
- 12. Locking manhole cover spec is attached and shall be part of the cost of the communications manhole.
- 13. Added a bid item to remove the traffic signal at Rideout Road and Goss Road intersection. The contractor shall remove all signal parts. All parts to be given to Redstone Arsenal except for the poles and mast arms. The poles and mast arms shall be removed from site by contractor.
- 14. On sheets C3.1 and C3.3, road signs were added.
- 15. On sheet C7.1, added a note to the concrete spillway.
- 16. On sheet C9.1 and C9.2, moved silt fence.
- 17. On sheet 10.2, moved silt fence and added erosion control blanket note.
- 18. On sheet C13.5, added concrete spillway section.

#### **ADDITIONAL CLARIFICATIONS:**

- Stencil on the wall at the top the name of the manhole (ex. MH-SG-01). Stencils is an engraved stainless-steel plate (6" x 12").
- On each wall of the manhole stencil where the duct bank starts and stops (ex. MH-SG-02 to MH-AG-02). Stencils is an engraved stainless-steel plate (6" x 12").
- Conduits must have a stainless-steel tag (1.75" x 3.5"). Engrave A through J and mechanically fasten to the wall above each conduit.
- ALDOT Item Numbers listed for identification purposes and standard of quality only.

Attachments: Revised Quantities – Attachment A1

**Badging Requirements Revised Drawings** 

Revised Electrical Drawings

**Manhole Locking Specs** 

**END OF ADDENDUM #3** 

ATTACHMENT "A1"

Goss Road Extension and Mass Grading COH Project No. 71-23-SP17

# **UNIT BID SHEET**

DESCRIPTION	ΦTΥ	- NO	BID PRICE	BID AMOUNT
Mobilization	-	FS		\$0.00
Geometric Controls	7	rs		\$0.00
Clearing and Grubbing (Approx. 70 acres)	7	S		\$0.00
Removal of Pavement and Hauled off Arsenal	1 3,030	S		\$0.00
Removal of Pipe, All Sizes	132	5		\$0.00
Removal of Inlets and Headwalls	4	EA		\$0.00
Removal and Disposal of Fence, All types	4,626	4		\$0.00
Unclassified Excavation	205,125	5		\$0.00
Rock Excavation (includes removal and disposal from job site)	100	5		\$0.00

10	Undercut Excavation (includes excavation, stockpiling, hauling and placing of undercut replacement, and compaction)	6,500	СУР	\$0.00
11	Crushed Aggregate Base, Type B, 8" Compacted Thickness	10,500	SY	\$0.00
12	Planing Existing Pavement, 1 - 2" (Tie Ins Only)	133	SY	\$0.00
13	Tack Coat	850	GAL	\$0.00
41	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	580	TON	\$0.00
15	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	1,000	TON	\$0.00
16	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	1,310	NOT	\$0.00
17	24" Curb and Gutter	3,580	4	\$0.00

18	18" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	731	7	\$0.00
6	24" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	478	5	\$0.00
20	42" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	193	F.	\$0.00
21	48" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	465	F	\$0.00
22	54" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	887	F	\$0.00
23	60" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	537	느	\$0.00
24	66" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	632	F	\$0.00
25	6" Perforated Underdrain Pipe, Complete in Place	260	퓌	\$0.00

Single Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)  Vard Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)  Yard Inlet (includes excavation, disposal, disposal, bedding, backfill and compaction)  Yard Inlet (includes excavation, disposal, disposal, bedding, backfill and compaction)  Yard Inlet (includes excavation, disposal, disposal, disposal, bedding, backfill and compaction)  Yard Inlet (includes excavation, disposal, disposal, disposal, bedding, backfill and compaction)  Yard Inlet (includes excavation, disposal, disposa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1													
		ЕА	EA	EA	EA	EA	EA	EA	EA	E	EA	λS	<u>ک</u>
Single Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)  Double Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)  Yard Inlet (includes excavation, disposal, bedding, backfill and compaction)  18" Headwall  48" Cast in Place Headwalls with Grates  48" Headwall  66" Headwall  Storm Water Junction Box  Class 2 Rip Rap (2' Thick Layer)		12	2	ø	-	4	က	က	-	-	10	240	19,000
			Double Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	Yard Inlet (includes excavation, disposal, bedding, backfill and compaction)	18" Headwall	42" Headwall	Cast in Place Headwalls with	48" Headwall	54" Headwall	66" Headwall	Storm Water Junction Box	Class 2 Rip Rap (2' Thick Layer)	1 -

38	Borrow Site Replacement	37,000	ζ	\$	\$0.00
39	Mulching And Seeding	29	AC	9	\$0.00
40	Erosion Control Blanket (Blankets for Slopes)	24,588	λS	<b>G</b>	\$0.00
14	Silt Fence Install, Maintain & Remove	4,753	LF	<i>\$</i>	\$0.00
42	Temporary Construction Entrance, Utilizing Coarse Aggregate, ALDOT #2, Furnish, Maintain, Remove and Store On Site		ST ST	<b>4</b>	\$0.00
44 8	Curb Inlet Protection (Wattles)	625	느		\$0.00
44	Inlet Protection (Silt Saver)	က	EA	3	\$0.00
45	Wheel Wash Water Collection Pit	-	EA	•	\$0.00
46	Skimmer for Pond, Install, Maintain and Remove	က	EA		\$0.00
47	Temporary Sediment Pond Install, Maintain, Remove	1	EA		\$0.00
84	Pond Baffles Install, Maintain and Remove	833	۳		\$0.00

49	Rock Check Dams, Install, Maintain and Remove	∞	EA	\$0.00
				\$0.00
20	Grind Out Existing Single Traffic Stripe	1,417	F	\$0.00
21	Grind Out Existing Painted Island	-	EA	\$0.00
52	Grind Out Existing Arrow Marking	4	EA	\$0.00
53	Grind Out Existing Legends	ო	EA	\$0.00
54	Broken White, Class 2, Type A Traffic Stripe (4" Wide)	1,417	LF	\$0.00
55	Broken Yellow, Class 2, Type A Traffic Stripe (4" Wide)	3,577	5	\$0.00
56	Solid Yellow, Class 2, Type A Traffic Stripe (4" Wide)	4,231	'n	\$0.00
57	Double Yellow , Class 2, Type A Traffic Stripe (4" Wide)	654	5	\$0.00
28	Solid Yellow Reflectorized Traffic Control Marking (ALDOT SD# PS-701-4)	241	EA	\$0.00

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\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LS .	ㅂ	4	EA	EA	LF	5	5
~	1,306	800	14	14	1,800	5,400	1,800
Traffic Control Plan by Contractor to be Sealed by an Alabama Professional Engineer Sealed and To Include All (Contractor Retained Items): Construction Signs, Drums, Cones, Portable Chevron Boards, Barricades with Type B Warning Lights, Etc. Furnish, Maintain, Adjustment and Removal in Accordance with Latest MUTCD	Security Fence Install to Include Signs and Security Wire	Chain Link Fence Relocation	28' Lighting Poles with Concrete Bases	Pole Mounted Lighting Fixtures	2" PVC for Pole mounted Lighting Fixture Circuitry, Backfill with Stone Only in Paved Areas	#6 Wire for Pole Mounted Lighting Fixture Circuitry	#10 Wire for Pole Mounted Lighting Fixture Circuitry
29	09	61	62	63	64	65	99

67	Communications Manhole with Locking Manhole Cover (includes excavation, disposal, backfill, compaction, manhole markings, and each conduit tagging per bank per manhole)	ဟ	EA		\$0.00
89	Communication Ductbank - (9)4" Ducts (Concrete Encase includes excavation, disposal, backfill and compaction)	1,300	F		\$0.00
69	Service Equipment for Electrical Service	-	EA		\$0.00
S	H	7	Ĺ		000
2	Pavement Markers, Class A-n, Type 2D	5	<b>4</b>		00.00
71	Water Aid to Construction	1	LS	\$329,613.00	\$329,613.00
72	12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	3,260	LF		\$0.00
73	8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	220	LF		\$0.00
74	Tie to Existing 12" Main (Labor Only)	-	EA		\$0.00
75	Tie to Existing 12" Main, with Tapping Valve & Sleeve (Labor Only)	-	EA		\$0.00

92	12" Ductile Iron Gate Valve (Labor Only), Complete in Place	2	EA	\$0.00
77	8" Ductile Iron Gate Valve (Labor Only), Complete in Place	9	EA	\$0.00
78	ALDOT #2 Stone (As Directed by Engineer)	200	NOL	\$0.00
79	Separation Fabric for Undercut of Roadway Subgrade (As Directed by Engineer)	2,000	λS	\$0.00
80	Utility Conflict Concrete (As Directed by Engineer)	50	ζ	\$0.00
81	Roadway Name Sign and Post (COPT Standard)	1	EA	\$0.00
82	Mowing Greater than 6"	20	AC	\$0.00
83	Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) to Include Sign Post and Footing per Street Sign Detail	44	S	\$0.00
84	Fire Hydrant Assembly (Labor Only), Complete in Place	2	EA	\$0.00
85	Thrust Block Concrete	20	≿	\$0.00

87		-	2		999
	Electrical Aid to Construction	-	LS	\$126,862.00	\$126,862.00
					K
ç	5" PVC Electrical Conduit (Furnish and Install	000	LI -		9
<b>x</b>	Complete in Place to include excavation, disposal, backfill and compaction)	5,200	5		\$0.00
	(A)				
	Install HU Furnished Sectionalizing Cabinet				
68	<del>.</del>	12	EA		\$0.00
3	Contractor provided Long Radius Elbows				
	Encased in concrete				
	Install HU Furnished Transformer Bases to				
6	include Grading, Base Stone, and Contractor	•	<u>u</u>		00 08
	Provided Long Radius Elbows Encased in	•	)		
	Concrete				
91	Spring Snow Crabapple - 3" Caliper	33	EA		\$0.00
92	Purple Leaf Plum - 3" Caliper	16	EA		\$0.00
93	Over Cup Oak - 3" Caliper	36	EA		\$0.00
94	Willow Oaks - 3" Caliper	13	EA		\$0.00
95	Bermuda Sod	62,090	SF		\$0.00

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OPTION 1 - ( OUTSIDE OF	OPTION 1 - GOSS ROAD EXTESNION OUTSIDE OF TIFF BOUNDARY	-	<u>~</u>	00 0\$
DINZALIOII	- 1 - 1	-	3	
Clearing and Grubbing (Approx	obing (Approx. 0.76 acres)	-	S	\$0.00
Removal of Pavement	lent	2,218	ХS	\$0.00
Unclassified Excavation	ration	3,780	СУБ	\$0.00
Crushed Aggregate Base, Type Compacted Thickness	e Base, Type B, 8" less	1,717	SY	\$0.00
Tack Coat		241	GAL	\$0.00
Planing Existing Pavement,	vement, 1 - 2"	134	λS	\$0.00
424A-336 Superpave Bituminou Wearing Surface Layer, 3/8" Ma Aggregate Size Mix, ESAL Rang LB/SY (1" Thick)	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	170	NOT	\$0.00
424B-635 Superpave Bituminou Upper Binder Layer, 3/4" Maxim Size Mix, ESAL Range A/B, 190 (1.75" Thick)	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	168	NOT	\$0.00

					T			
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TON	EA	ζ	AC	4	퐈	SY	NOT	5
221	17	395	2	790	500	1,207	146	65
424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	Pavement Markers, Class A-H, Type 2D	Respread 6" Thick Topsoil	Mulching And Seeding	Security Fence Install	Double Yellow , Class 2, Type A Traffic Stripe (4" Wide)	Crushed Aggregate Base, Type B, 5" Compacted Thickness, for Temporary Road	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY (2" Thick) for Temporary Road	15" Storm HDPE (includes excavation, disposal, bedding, backfill and compaction) for Temporary Road
1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18

Grind Out E Stripe	Grind Out Existing Double Yellow Traffic Stripe	160	F.	\$0.00
Temporary Double (4" Wide)	Temporary Double Yellow Traffic Stripe (4" Wide)	604	4	\$0.00
Tota	Total Option 1 Bid			\$0.00
OPTION 2 - SANITARY SEWER E.	RY SEWER EAST OF			
Mobilization		-	LS	\$0.00
Geometric Controls		-	ST	\$0.00
Precast Sanitary Sewer Manhole, Diameter, 10'-16' Depth (includes disposal, bedding, crushed aggre and compaction)	wer Manhole, 48"Inside pth (includes excavation, rushed aggregate backfill	10	EA	\$0.00
10" Ductile Iron San Depth (includes exca bedding, crushsed a compaction)	10" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushsed aggregate backfill and compaction)	115	5	\$0.00
10" Ductile Iron San Depth (includes exca bedding, crushed ag compaction)	10" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	20	7	\$0.00

and compaction)

						r
2-6	10" Ductile Iron Sanitary Sewer Pipe, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2,792	<b>Ľ</b>		\$0.00	
2-7	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	38	F		\$0.00	
2-8	Tie to Existing Manhole	_	EA	25.5	\$0.00	
2-9	Sewer Testing	-	r <sub>S</sub>		\$0.00	
	Total Option 2 Bid				\$0.00	
	OPTION 3 - SANITARY SEWER WEST OF					
3-1	Mobilization	_	LS		\$0.00	
						r
3-2	Geometric Controls	-	r <sub>S</sub>		\$0.00	ï
3-3	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill	-	EA		\$0.00	

3-4	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	-	EA	\$0.00
3-5	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2	EA	\$0.00
3-6	8" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and	221	F	\$0.00
3-7	8" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	595	F	\$0.00
8 6	8" Ductile Iron Sanitary Sewer Pipe, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	125	LF	\$0.00
6-6	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	57	7	\$0.00

3-10	Tie to Existing Manhole	-	EA	\$0.00
3-11	Sewer Testing	-	LS.	\$0.00
3-12	Topsoil, Mulching, and Seeding	_	AC	\$0.00
	Total Option 3 Bid			\$0.00
	Total Bid with Options			\$506,475.00
	ALL ITEMS SHALL BE CONSIDERED IN- PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.			
	COMPANY SIGNATURE			



## **REDSTONE ARSENAL / TEAM REDSTONE**

## **REDSTONE ARSENAL / TEAM REDSTONE**



## **HOW TO REQUEST AN INSTALLATION ACCESS BADGE:**

To complete a background check and be issued an installation access badge you must go to the Visitor Control Center (VCC) located the Fort Huachuca Van Deman Gate and complete an access request form. Contractors and Vendors requiring long term access (over 30 days) will require a government sponsor. Visitors seeking short term access (less than 30 days) do not require a government sponsor. In either case all applicants undergo a background check. You can download the form on the Form Tab of this web page. Active Military member / Active Federal Employee or Entity (Organization) may sponsor a cleared guest up to one year, Retired Federal Employee can sponsor their legal spouse up to one year, Non-sponsored personnel will receive a 30 day badge (regardless of length of visit). Visitors seeking short term access (less than 30 days) do not require a government sponsor. In either case all applicants undergo a background check. You can download the form on the Form Tab of this web page.

By submitting the form, you are agreeing to a background check, which uses the National Crime Information Center Interstate Identification Index, a Federal Bureau of Investigation database that provides criminal histories.

Be aware that all individuals 18 years and older entering the installation are required to have a background check and installation access badge before being allowed to enter the installation. Visitors, contractors, and vendors with an Installation Access Badge ID can access the installation at any Access Control Point (ACP).

Badges are valid only for the timeframe authorized on the badge and all personnel 18 years and older in the vehicle must have a valid installation access badge.

The following states/territories are compliant with the REAL ID Act: Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, DC, Florida, Georgia, Hawaii, Indiana, Iowa, Kansas, Maryland, Mississippi, Nebraska, Nevada, New Mexico, Ohio, South Dakota, Tennessee, Utah, Vermont, West Virginia, Washington, Wisconsin, and Wyoming.

The following states/territories have an extension through October 10, 2017, allowing Federal agencies to accept driver's licenses and identification cards from these states/territories: Guam, Alaska, American Samoa, California, Idaho, Illinois, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Montana, Northern Marianas, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Texas, Virginia, and the Virgin Islands.

## **ACCESS CONTROL DOCUMENTS**

- DES ANNEXB (DD FORM 2977 RISK ASSESSMENT WORKSHEET) TO OPORD17-079 (PDF)
   (HTTPS://HOME.ARMY.MIL/REDSTONE/INDEX.PHP/DOWNLOAD\_FILE/274/437)
- DES FORT HUACHUCA GATE ACCESS INFORMATION (AS OF 25 SEPTEMBER 2017) (PDF)
   (HTTPS://HOME.ARMY.MIL/REDSTONE/INDEX.PHP/DOWNLOAD\_FILE/272/437)
- DES FORT HUACHUCA REAL ID ACT INFORMATION (AS OF 20 JULY 2017) (PDF) (HTTPS://HOME.ARMY.MIL/REDSTONE/INDEX.PHP/DOWNLOAD\_FILE/214/437)

## GATE INFORMATION

## **Hours of Operation:**

## **BUFFALO SOLDIER GATE:**

• Open to Vehicles/Pedestrians/Bicycles Monday through Friday 5:00 a.m. to 11:00 p.m.

## VAN DEMAN GATE AND VISITOR CONTROL CENTER:

• Open to vehicles 24/7

## WEST GATE:

• Open Vehicles/Bicycles 24/7

Notice:





(HTTPS://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx)

## Fort Huachuca iWatch (520) 538-6969

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(https://ice.disa.mil/index.cfm?fa=site&site\_id=277&dep=\*DoD)

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(https://twitter.com/intent/tweet?url=https%3A%2F%2Fhome.army.mil%2Fredstone%2Findex.php%2Fabout%2FGarrison%2FDES%2Fphysical-security%2Faccess-control%2Fhc

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[HTTPS://WWW.USAJOBS.GOV/)

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13 508 (HTTP://dodcio.defense.gov/DoDSection508.aspx)

(HTTPS://READY.ARMY.MIL/)

(HTTP://www.army.mil/info/a-z/)

Equal Employment Opportunity

RSS Feeds

(MAILTO:USARMY.REDSTONE.IMCOM.MBX.CMDINFO@MAIL.MIL)

(HTTPS://www.rmda.army.mil/privacy/RMDA-PO-Programs-Privacy-Program.html)



Redstone

Federal Center of Excellence

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(http://www.army.mil)

(MAHLTO:USARMY.REDSTONE.USAMC.MBX.IG@MAIL.MIL)

Voting Assistance

Safety

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(https://www.facebook.com/teamredstone) (https://www.facebook.com/@u.s.armygarrisonredstone7935/) (mailto:usarmy.redstone.imcom.list.garrison-pao@army.mil)

# GOSS ROAD EXTENSION AND MASS GRADING FOR CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA (COH PROJECT No. 71-23-SP17) 5-16-2023



ANDONES MC PARTOCONES MC 21 TECHNOLOGY DRIVE MY, SATE B2 HANTI, GARY PITZNO, PLS (256) 872-9568 (256) 872-9568

DEVELOPER THE MEDISTRUCK THE GIO HANTSHULE, AL 2560C HALL PRI (256) 517-7031 PRI (256) 517-7031

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PROJECT TEAM

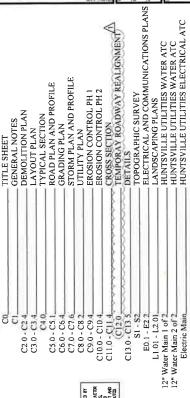
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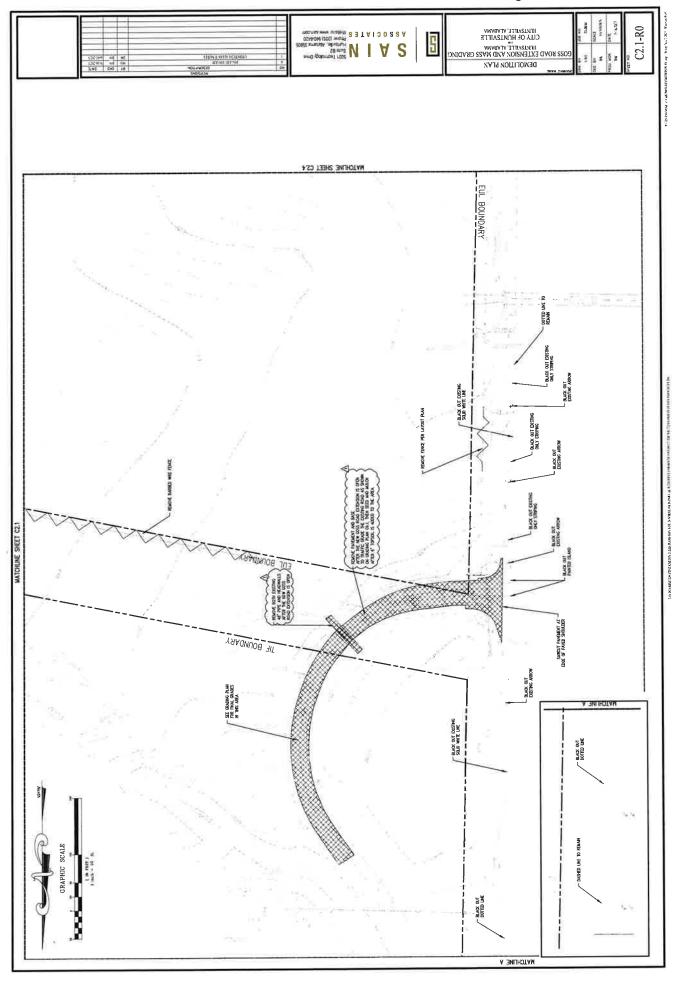
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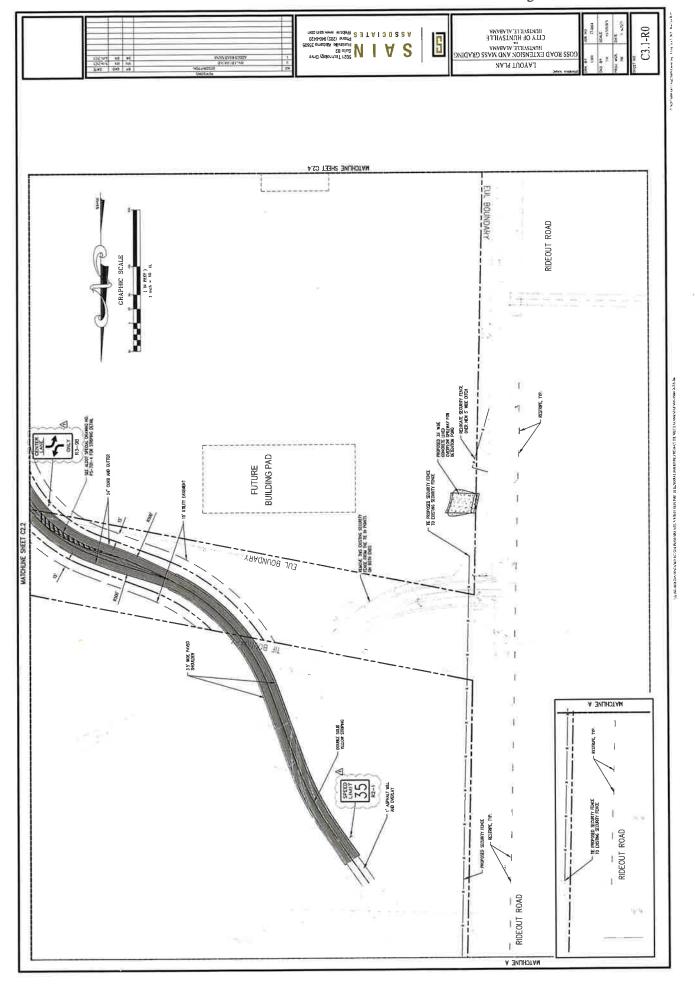
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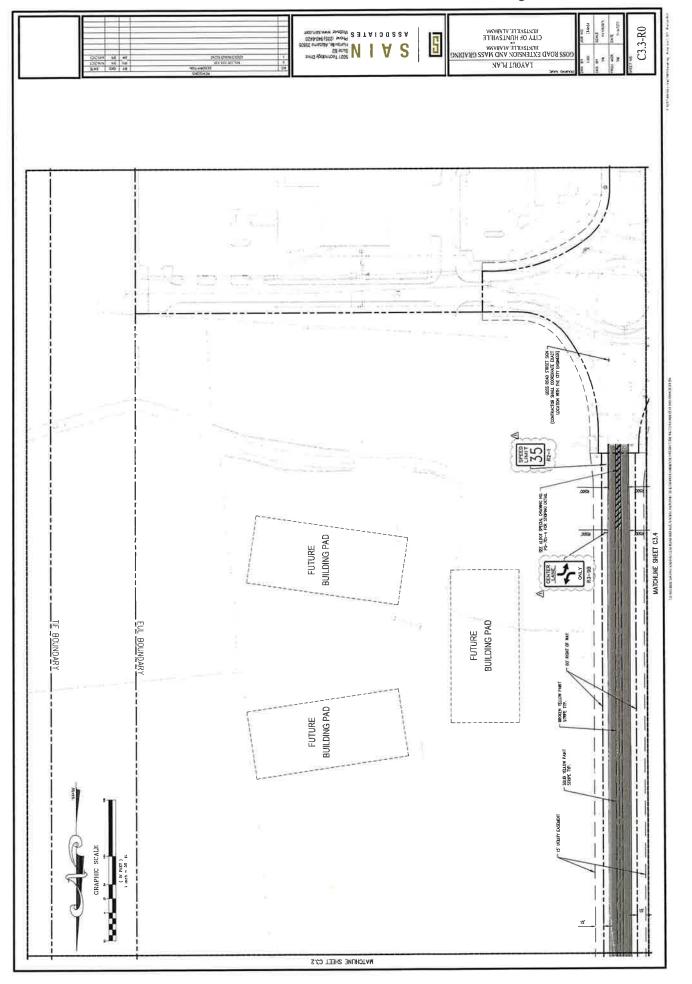


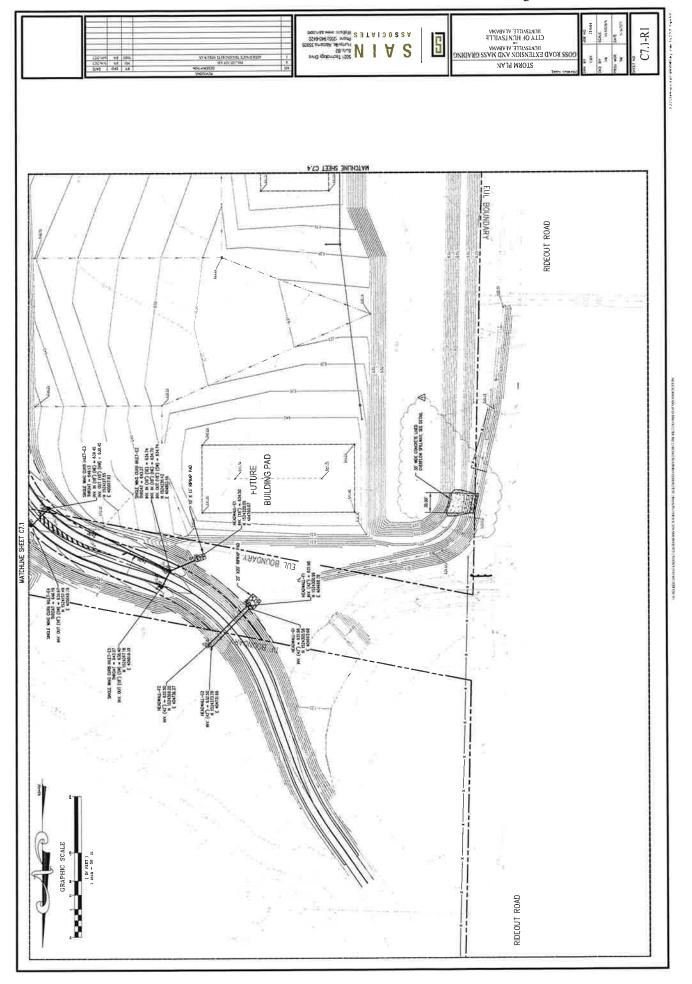


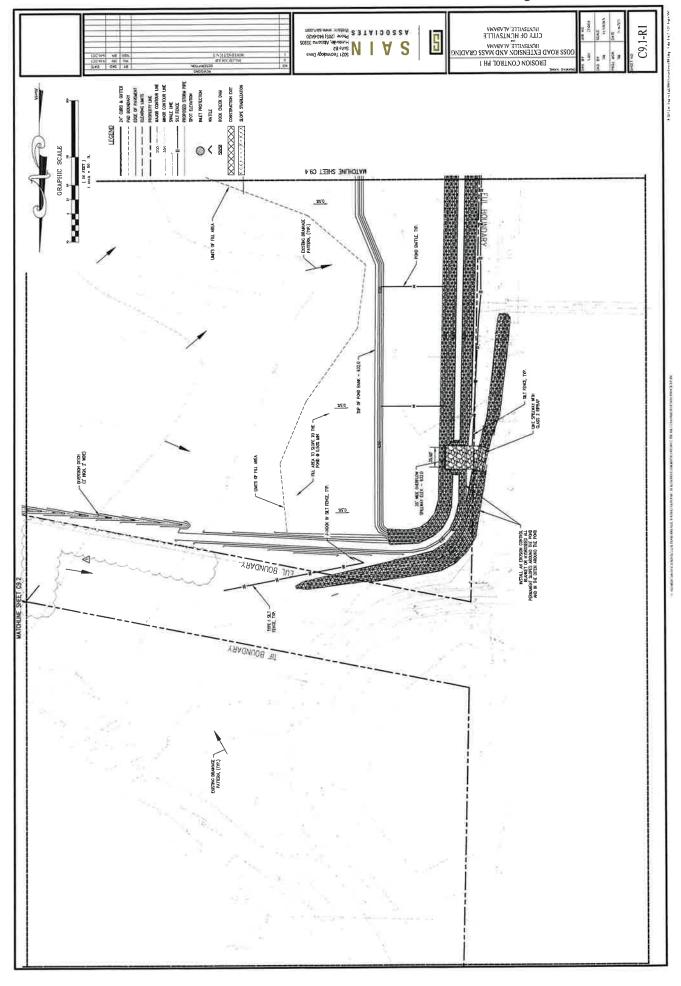


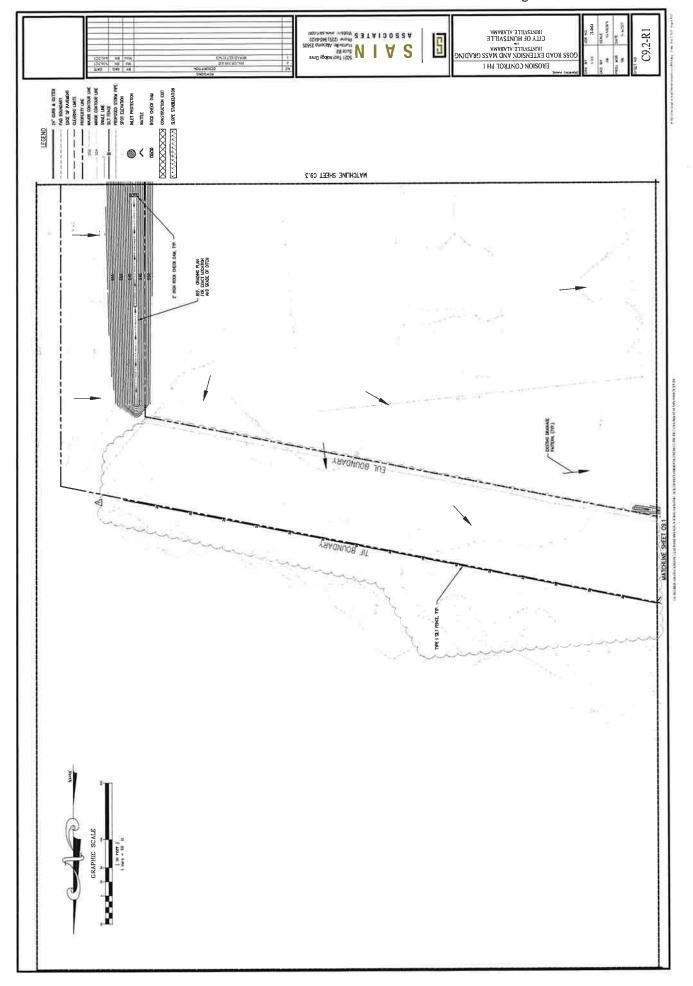


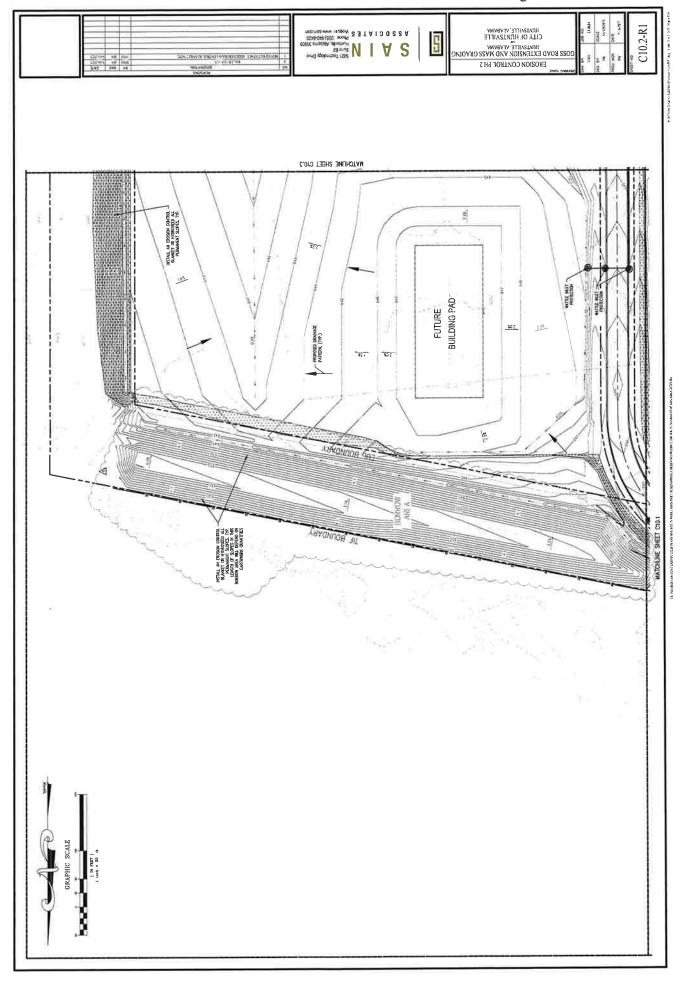


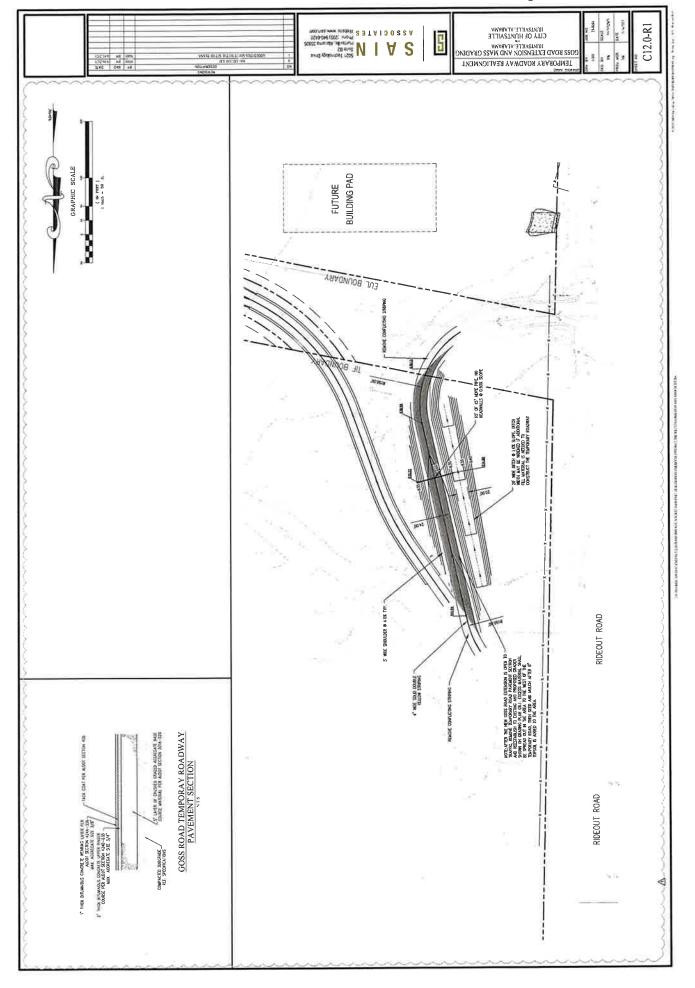


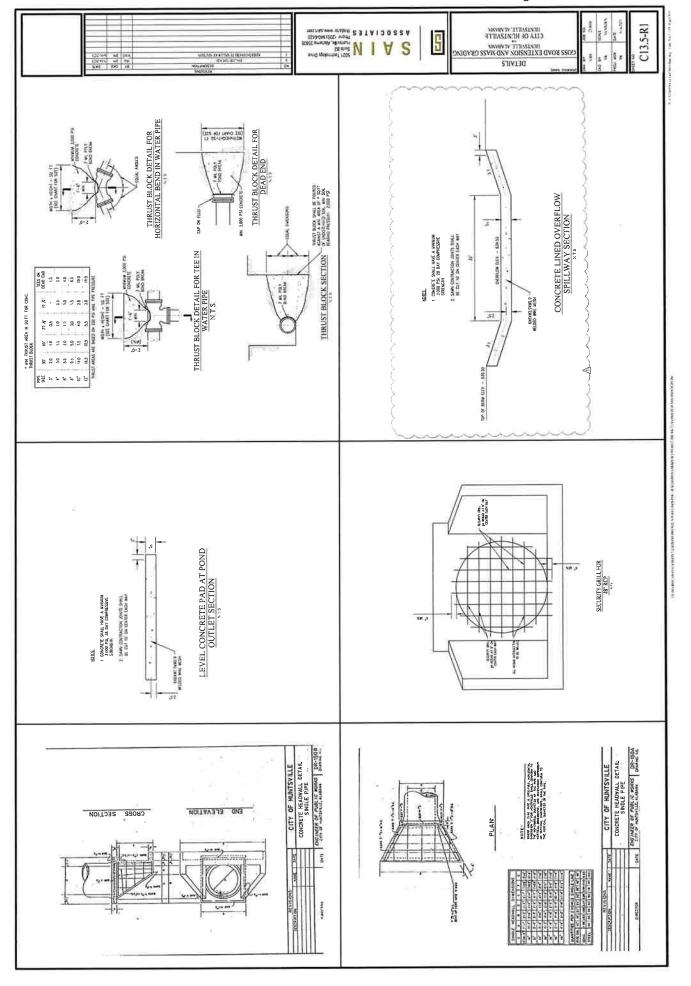


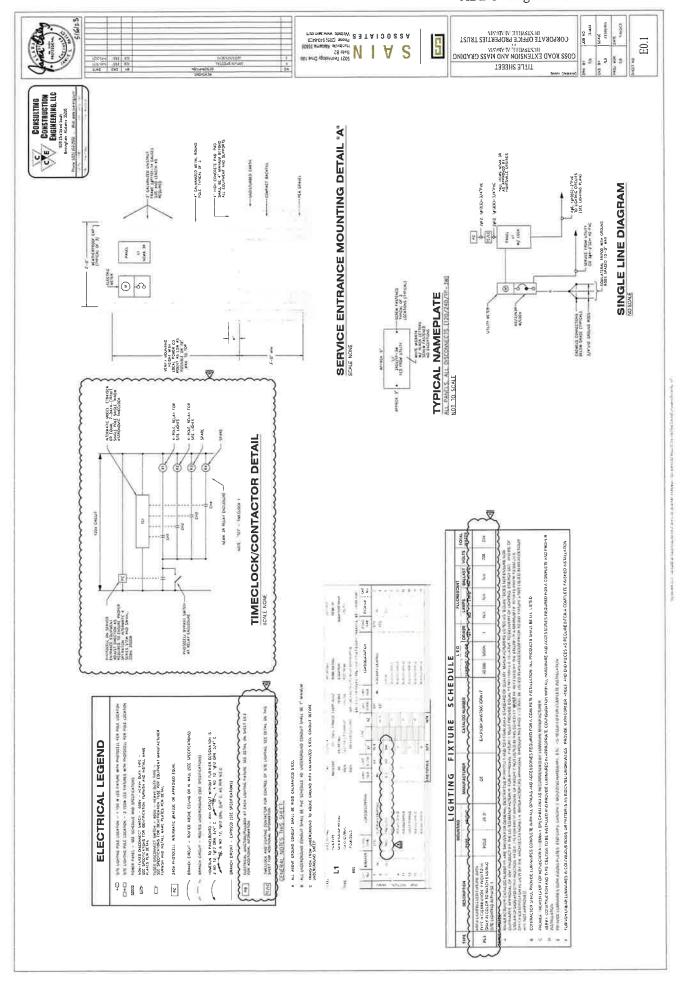


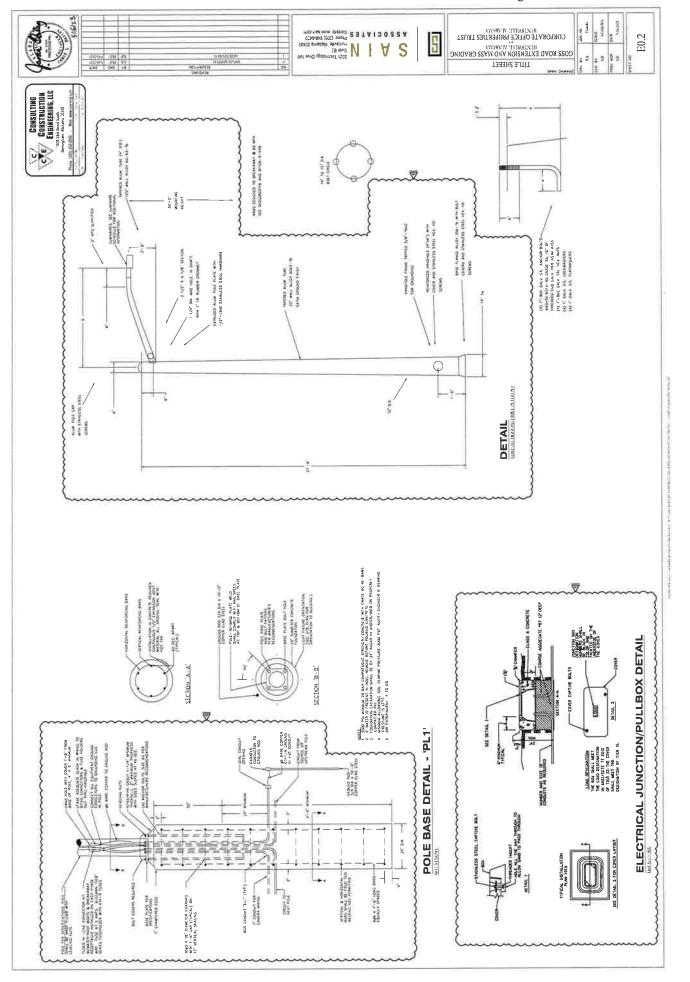


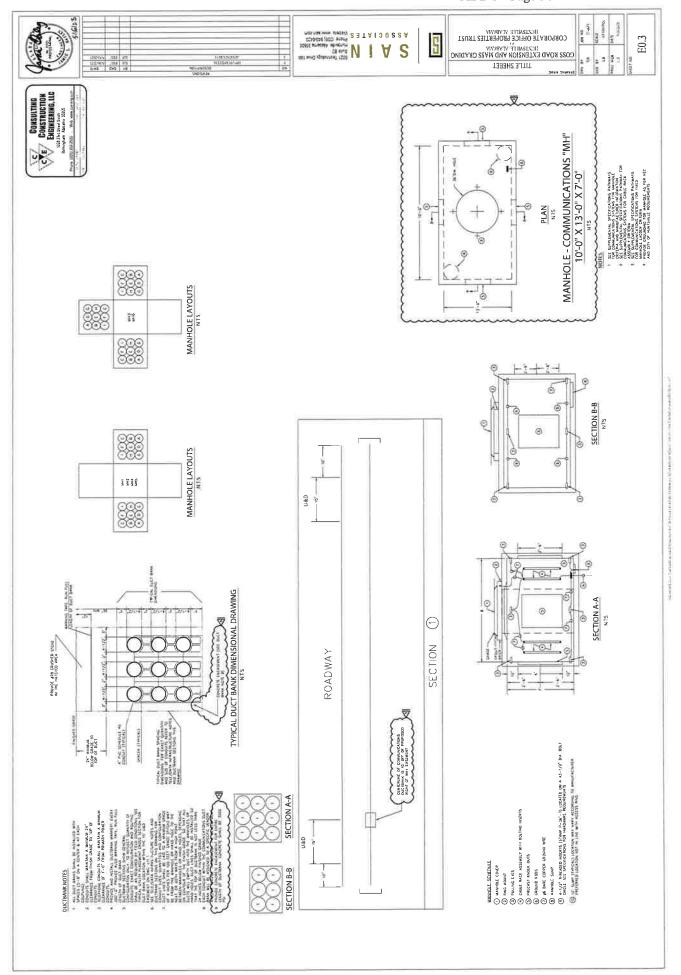


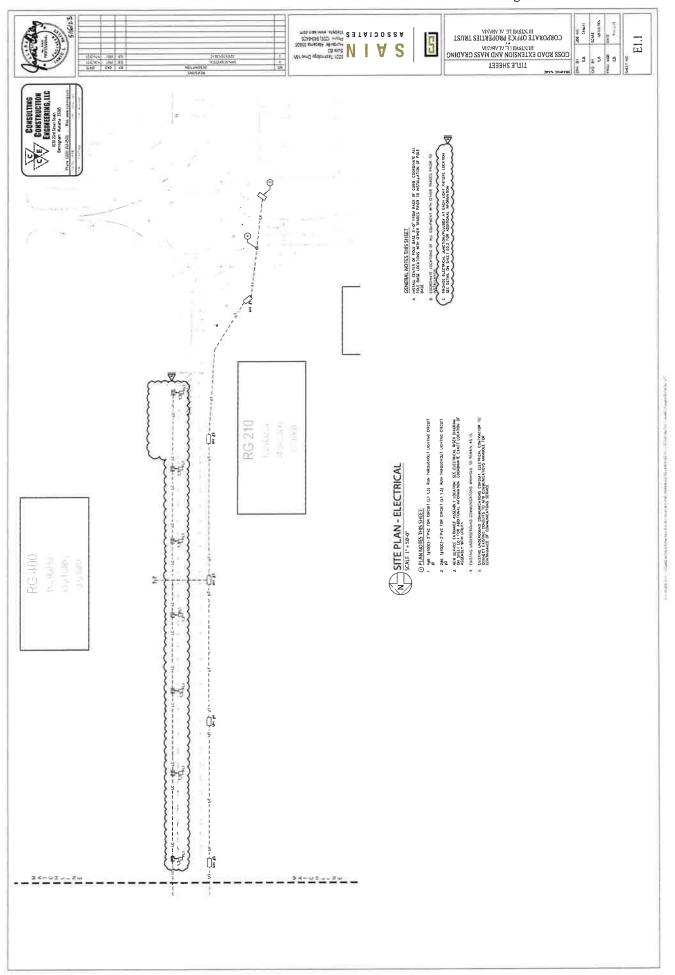


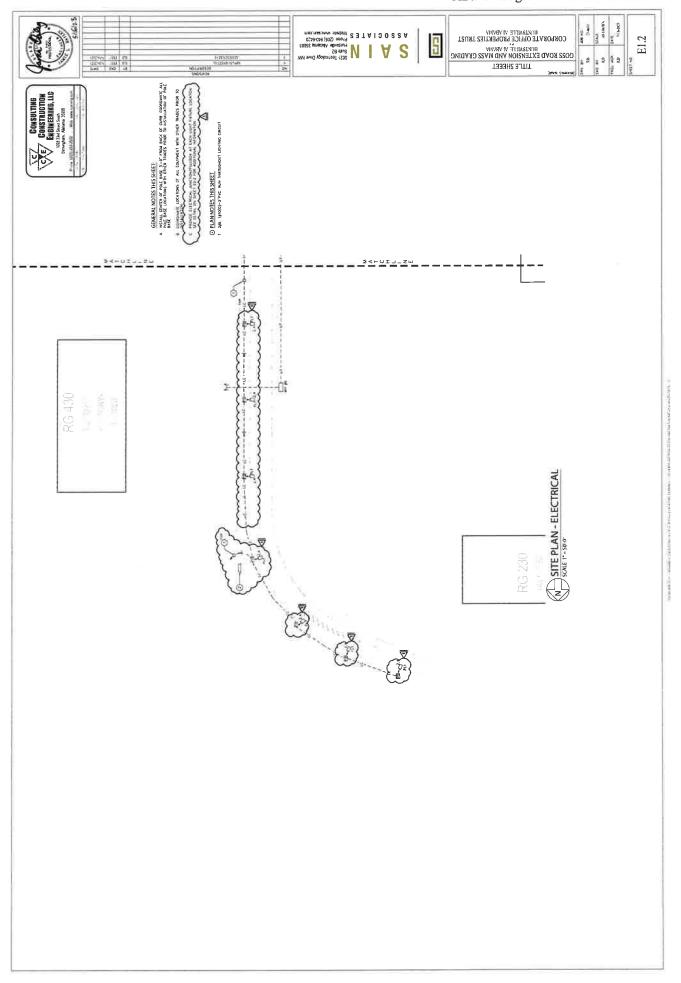


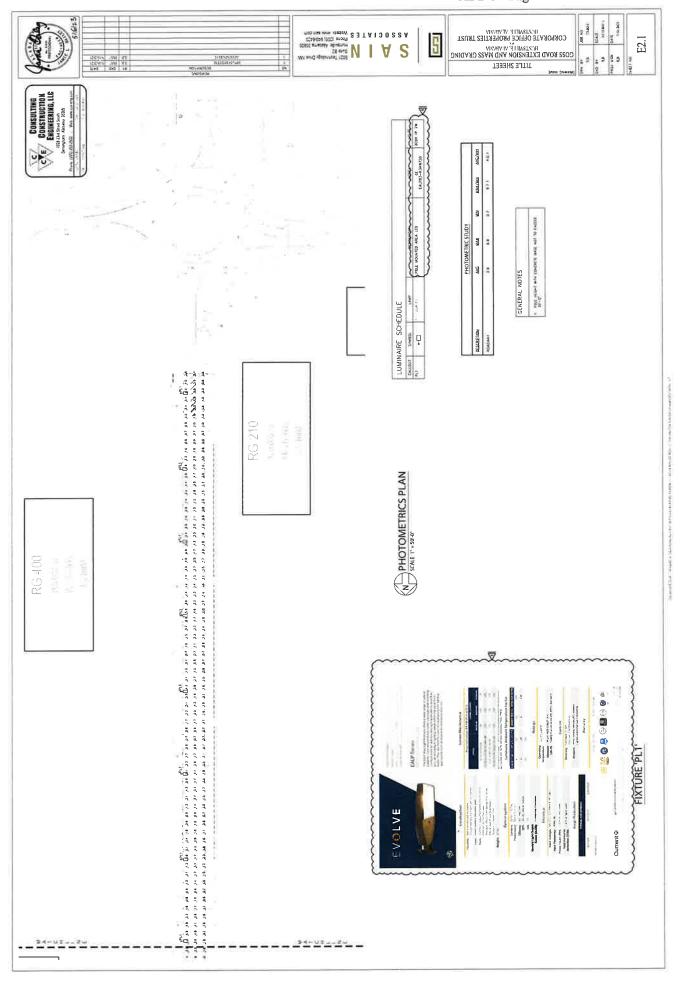


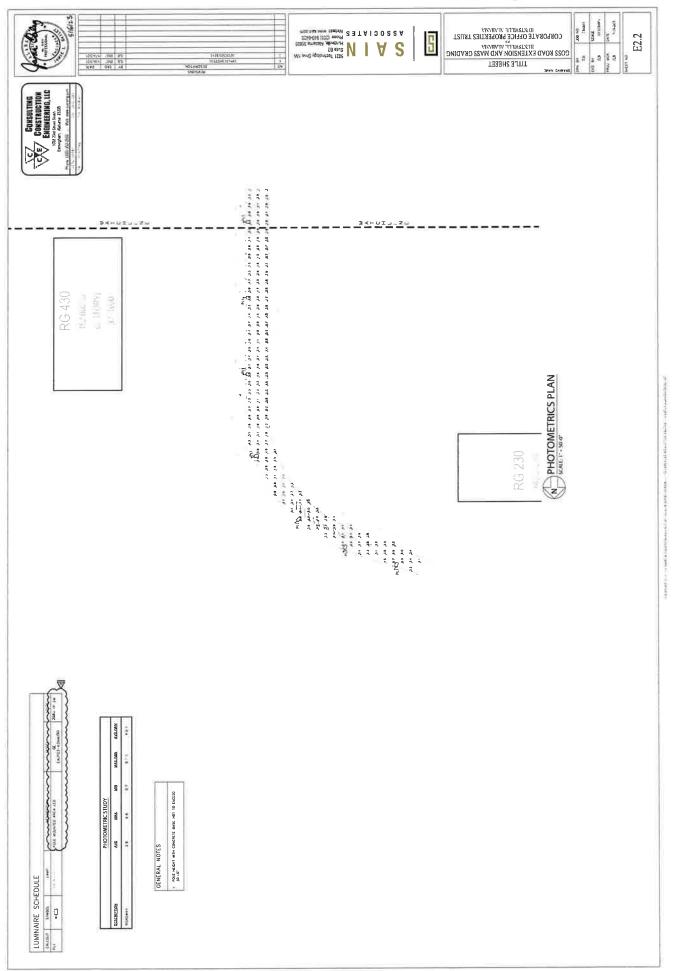












# Analyzing a Locking Manhole Cover Solution

Issue: Redstone Arsenal Locking Manhole Covers.

(SOW)/Engineering Design Plan (EDP). The preferred lockable lid cover is one that utilizes a lever and clamp replaced without indexing the cover to the frame. When locked, the mechanism will be flush with the frame Administration (GSA)-approved, changeable combination lock. The U.S. Government will provide the locks. mechanism placed into a receiver that is installed into the cover. The mechanism will allow the cover to be U.S. Government will select the bolt configuration. A disposable tamper evident plastic cap snaps into the means of securing the MH utilizes an inner, water resistant cover that can be locked by a General Services available in many configurations and can only be turned with a socket provided by the manufacturer. The lockable cover. Additional MHs may be identified as requiring lockable covers in the Statement of Work outside a DCO or wire node, MHs at critical junctions, or MHs equipped with carrier equipment will have lock body covering the recessed bolt head keeping dirt and debris out of the bolt area. An alternative Reference: I3A Guide: paragraph 3.8.1.3 'Accessories (Manhole)', c. 'Locking Covers' – The first MH surface minimizing the potential for the cover to be dislodged. The bolt used to secure the cover is

Discussion: The I3A Guide requires and endorsed 'locking manhole covers' as seen above. One undesirable solution requires an indexing cover. Other options are available.

## History of this Issue:

before they order them. I am not sure what the I3A refers to as "without indexing". These covers bolt down Redstone Arsenal: The contractor would like ISEC blessing on this (i.e., locking/indexing manhole cover) and have no lever. I have attached the I3A statements as well (see above extract of I3A Guide).

# There are other methods out there.

FDED: The indexing issue implies a form of 'aligning the lid'. The Lock-down Lock-dry Company have a cover that does not have to be aligned in order to lock. Suggust reviewing their offering for more ideas.

# This is for information only -- not a FDED mandate to use them.

## <www.lockdown-lockdry.com>

Just because we do not recommend these indexed covers does not mean that a site can not use them if you FDED: The selection of locking manhole cover system ultimately falls on what the site wants. ISEC-FDED does not recommend the use of locking devices that require indexing especially in a desert environment.

want. However, there are good options out there for locking MHs but the site will be the ones to have to live with the devices and not ISEC-FDED.

FDED: Please understand ISEC-FDED may not recommend the use of any particular type or manufacturer's locking manhole cover solution. The installation's RNECC-R and garrison commander (along with the DPW) have the final approval. Strongly recommend you look into covers that will meet your needs.

## One Alternative Solution

See next four pages for one solution of which FDED is aware. When discussing 'locking manhole covers' paragraphs, and (3) offer for consideration a 'locking manhole cover' along the lines of that shown on the we at FDED can be: (1) supportive, (2) explain the undesirable nature of 'indexing' covers (see previous following pages -- without endorsing any one particular brand.

assessment of an installation's requirements along with a possible solution that forgoes the difficulties associated with indexing systems. The below is what exist in manhole locations on Redstone Arsenal. NOTE: We are not 'pushing' any one brand. We are encouraging a realistic

The following slides show one alternative solution that the RNECC-R should be encouraged to consider as one selects a solution for the installations security needs. Encourage discussion DPW since the DPW has similar security needs for other manholes/manhole covers.

## Page 4 of 7

## **Locking Manhole Covers**



# Keep Your Manholes Secure With The LockDown Security System

The LockDown System

## Purpose

- . Controls access to manholes
- Blocks inflow of surface water and contamination

## Features

- . Strong, corrosion-resistant 12 gauge stainless
- Easy to handle weighs less than forty pounds . One person installation in ten minutes or less
  - . Can be removed completely for unobstructed
- No modification to manhole frame or cover required
  - Patented technology

- . Lock is easy to change or rekey. We recommend either the Abloy PL330/25 (5/16 x 1" shackle) padlock or the Best 41B722 padlock. Either will fit into the LockDown threaded rod and included
- Sensing devices can be installed to detect and transmit notification if manhole security is compromised

GSA Advantage Buyers - Federal Supply Schedule Contract Number GS-07F-0355M

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BARTONSOUTHERN

24 June 2010



## Install in 10 Minutes or Less



Position LockDown pan into manhole



Tighten center bolt to secure pan in place



Clamp down lock cover

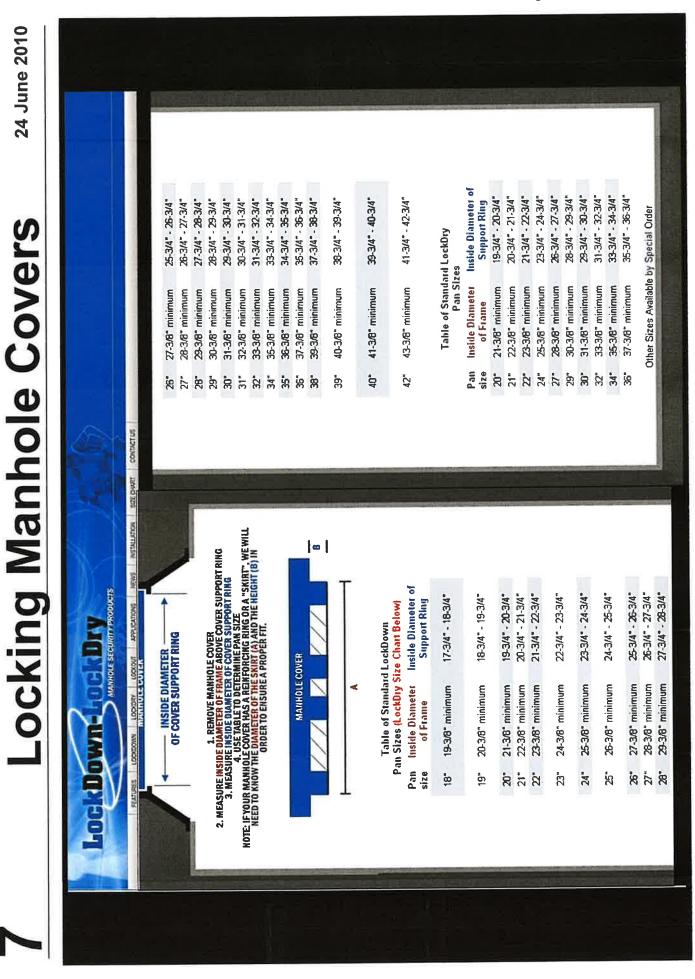
Install lockguard and your padlock

## Download Installation Video Instructions

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Page 5

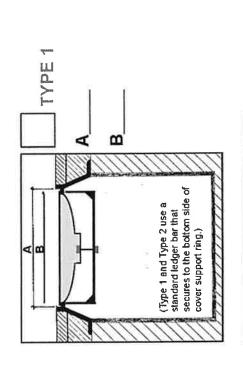


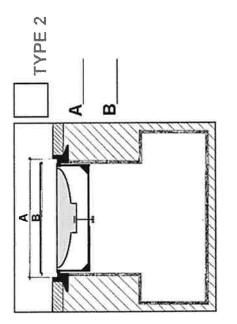
24 June 2010

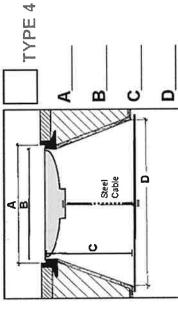
# **Locking Manhole Covers**

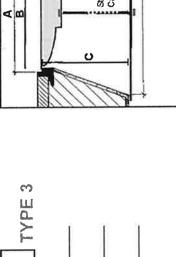
## 1. Select drawing that most closely matches manhole for LockDown installation. Manhole Frame Worksheet

Record dimensions in inches.









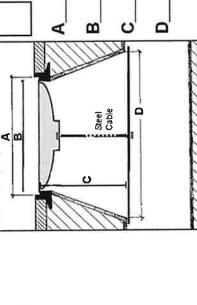
B

Steel

< 0

(Type 3 and Type 4 use a modified

ledger bar that secures to the ceiling of the vault.)



Exceptions: If you encounter manholes where the frame and chimney don't fine up, (i.e. the frame and chimney are off-center), call us at 800-572-3119 or www.tockdown-tockdry.com. We can customize to your particular need. If your manhole cover has a reinforcing ring on the underside, please let us know.



Kathy Martin, P.E.

Director

City Engineer

Urban Development Department Engineering Division

## GOSS ROAD EXTENSION AND MASS GRADING

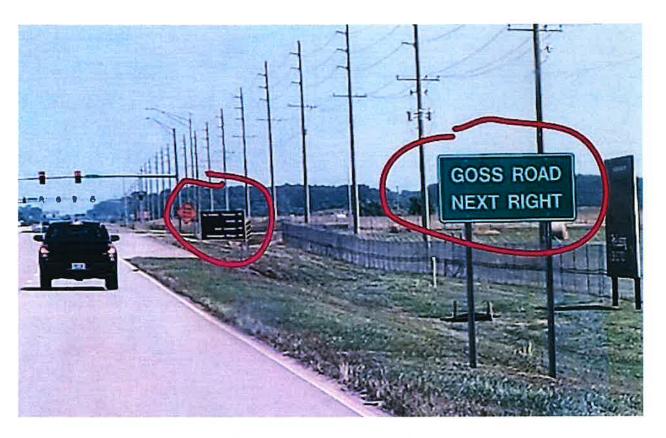
Project No. 71-23-SP17 June 7, 2023

## Addendum #4

## Attachment "A1" is amended as follows:

Replace bid quantities with "replacement", Attachment "A2". Please use the revised attachment to submit bid pricing; all bids must be submitted using Attachment "A2". Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

Delete 8	Unclassified Excavation	205,125	CY			
Add 8	Unclassified Excavation	246,150	CY			
Delete		•				
58	Solid Yellow Reflectorized Tr	affic Control Ma	arking (	ALDOT SD# PS-701-4)	241	-EA
<u>Add</u> 58	Solid Yellow Reflectorized Tr	affic Control Ma	arking (	ALDOT SD# PS-701-4)	241	SF
Delete 61	Chain Link Fence Relocation	800	LF			
Delete 91 Add	Spring Snow Crabapple - 3" (	Caliper	33	—EA		
91	Spring Snow Crabapple - 3" (	Caliper	51	EA		
Delete 93 Add	Over Cup Oak - 3" Caliper	36	EA			
93	Over Cup Oak - 3" Caliper	54	EA			
	Th	ne Star of	Ala	bama		



- Q: I cannot find anywhere that says "TEMPORARY DETENTION POND" there is an item to install and remove this. I can find a temporary settlement basin. My question is what should I include in the temporary pond, which I can't find, or is this the settlement basin? If this is the basin, what should I include in it that does not have a bid item?
- A: Item 47-Temporary Sediment Pond Install, Maintain, and Remove. This is for the temporary sediment basin shown on sheet C9.4-R0. This pay item is to maintain the pond during construction and removal at the end. This would include removing sediment deposits promptly after it has accumulated to ½ of the basin capacity, inspect sediment basin after each storm event, any erosion occurring in the interior of the basin or in the auxiliary spillway should be promptly repaired, remove silt at the end of construction prior to final seeding.
- Q: Is the temporary 48" pipe shown on 9.3 RO, included in the pay item for this? Does this require headwalls?
- A: This would be a subsidiary obligation of the mobilization if this 48" pipe is installed. No headwalls would be required. This pipe would be for access across the erosion ditch. This 48" pipe wouldn't be necessary if the 66" pipe from structure D4 to D5 was installed.
- Q: If you look at the phase 1 erosion control plan, it shows a 2000' +/- & up to 20' deep ditch running from the east ditch, south end, to the detention pond.
  A) are the quantities for this ditch in the unclassified excavation?

- A: If the contractor is able to install the storm drainage as shown in the plans while maintaining positive drainage on the site, the temporary ditch will not be required.
- B) Also the proposed ditch on the east side of the project appears to be larger on the erosion control drawing than it is on the grading plan, is this temporary?
  - A: It is the same size on the sheets and this is a permanent ditch that will have erosion control blanket on the slopes as shown on the Phase II erosion control plan.
- C) Was this included in the cad file?
  - A: Yes.
- Q: Will the contractor be allowed to open cut Goss road to install the 12" waterline?
- A: Yes, but this must be coordinated with Redstone Arsenal and the City as either night work or weekend work.
- Q: The sewer is broken out in depths, is his from existing ground or the average of top of manhole to invert between manholes as shown on plans?
- A: The average of top of manhole to invert between manholes as shown on plans.
- Q: There is approximately 950' +/- sewer on the west side of Rideout RD.
  - A) Is this inside the secure area (See C below)?
    - A: Most of the sewer is outside of the fence except for the tie in and a short amount of pipe.
  - B) How will the contractor access this area?
    - A: This will need to be accessed from Advanced Gateway except the tie in area will be accessed through gate 9.
  - C) It appears to start inside the fence and continue outside, more than likely the fence will have to be removed and put back up, is this incidental, or is it in the fence items?
    - A: The fence removal and replacement will be incidental to the sewer pipe.
  - D) D) will it have to be put up each night if it takes longer than one day to do the work in this area?
    - A: Yes the fence will need to be replaced each day if the work takes more than one day.
  - E) The profile shows existing grade and proposed grade, is there any grading required for this area?
    - A: No grading required.
  - F) If there is no grading in this area, are we using proposed grades for depth or existing grades?
    - A: Existing grades.
  - G) Will this sewer require full depth stone backfill?
    - A: Yes, to 1' below final grade.
  - H) Is so, will the pipe spoils be left and spread on site or will they have to be loaded and hauled off site?
    - A: Spread and compacted in lifts on site as directed by engineer. Make sure topsoil is stripped and proof rolled prior to placing fill material. These will be incidental to the pipe. Then topsoil, mulch, seed these areas.

- Q: Will the temporary road construction (Goss RD) be paid for with existing items in the contract?
- A: Yes.
- Q: Will the removal of the temporary road be paid for with items in the contract?
- A: See clarification.
- Q: Can the concrete anti seep collar be one continuous collar around all three pipe?
- A: Yes.
- Q: Can you provide a detail of how and when/where the utility conflict concrete will be used?
- A: This will be used as need per the SD-16 detail (Utility Crossing Details) shown in the City of Huntsville Design and Acceptance Manual for Sanitary Sewers, latest edition.
- Q: Can debris be carried to RSA C&D Landfill?
- A: No.
- Q: You have a borrow pit, but no borrow item.
- A: This is onsite borrow (cut) that will be measured as unclassified and is available for fill that will be field surveyed after the topsoil is stripped just like the rest of the site.
- Q: Can #57 stone be substituted for the #78 stone?
- A: Yes, with exception to the sanitary sewer that must be backfilled with #78 stone.
- Q: Is the dirt to be hauled and dumped nothing else?
- A: Yes.
- Q: Is there all-weather access to where the dirt needs to go?
- A: Provided by others.
- Q: Will you have someone there on site to spread it when the contractor goes to dump or just strictly uncompacted stockpile.?
- A: Provided by others.
- Q: How will it be measured and who will measure it?
- A: Collect tickets for trucks.
- Q: Who decides if it is good dirt?
- A: BESI

### **RESPONSE TO CONTRACTOR QUESTIONS:**

- Q: Will deliveries be allowed to come through gate 9, Rideout RD.?
- A: Yes.
- Q: If rock is encountered will the contractor be allowed to blast?
- A: No.
- Q: How will the security grate be attached to the headwall of the 48" RCP, or will it be embedded in the concrete?
- A: Embedded in the concrete with a minimum or 2" clearance.
- Q: Can the headwalls on the 48" RCP (STR. A,B,C 1 & 2) and the 42" RCP (STR. F,G 1 & 2) be one structure or will there have to be space between the structures?
- A: They can be poured as one.
- Q: Base on Addendum number 3 none of the excavation is lump sum now, it will all be measured for payment, is this correct?
- A: Yes.
- Q: What signs are required on new fence, and how often are they required?
- A: Four (4) signs. See Attached Detail.
- Q: You have an item for chain link fence relocation, is it your intent to reuse some of the fence that is removed to put back up, or is this all new fence?
- A: It will be all new fence. Item 61-Chain Link Fence Relocation will be removed from the bid.
- Q: Bid item 103-relocate Goss RD signs. Where can I find something that tells me where these signs are at, where they go and how many there are?
- A: There are 2 signs seen below. The location to be coordinated with Redstone Arsenal.

<u>Delete</u>						
95	Bermuda Sod	62,090	-SF			
<u>Add</u> 95						
95	Bermuda Sod	87,090	SF			
<u>Delete</u>						
96	Bales of Long Leaf P	inestraw	120	<del>EA</del>		
<u>Add</u> 96						
96	Bales of Long Leaf P	inestraw	170	EA		
<u>Add</u> 105						
105	5" Thick Concrete for	r the Detention	Pond Co	oncrete Pad and Concrete Spillway	365	SY
4-1	Structural Fill Hauled	l to Phase III	15,000	D CY		

### **CLARIFICATIONS:**

- Note on Sheet C12.0 needs to be revised to read "the disturbed area is to be stripped of topsoil and then fill material placed and compacted in 8" lifts prior to topsoil being placed.
- The excavation material from utility trenches shall be used as unclassified excavation material to be used on site prior to getting material from the borrow area. If this material is acceptable material by the Geotech to have as borrow material, then this will be paid for as unclassified excavation. If this material isn't acceptable, it shall be measured in place as undercut and the unsuitable soil will be stockpiled and spread out at the end of the project.
- Low bidder to be determined by lowest responsible bidder of the base bid or lowest responsible bidder of the base bid and any combination of options as selected by the Owner.
- Added Option No. 4
- All costs associated with excavating 15,000 cubic yards of structural fill obtained from the Goss Road Project and hauling to the Gateway Phase 3 Site as indicated on the attached map. The approved material from the Goss Road project will be identified by BESI personnel onsite. Temporary haul road if required will be provided by others, permitting will be by others, topsoil stripping will be by others, silt fencing will be by others, material on site spreading will be by others, haul road removal and site restoration will be by others. Measurement and final payment will be based on the final truck tickets provided to BESI. Each triaxle ticket will equal 15 CYS. Site will be ready to receive dumped dirt in loose piles in the general location shown on the attached map.

Attachments:

Revised Quantities – Attachment A2 Security Fence Sign Detail Option No. 4 Vicinity Map

**END OF ADDENDUM #4** 

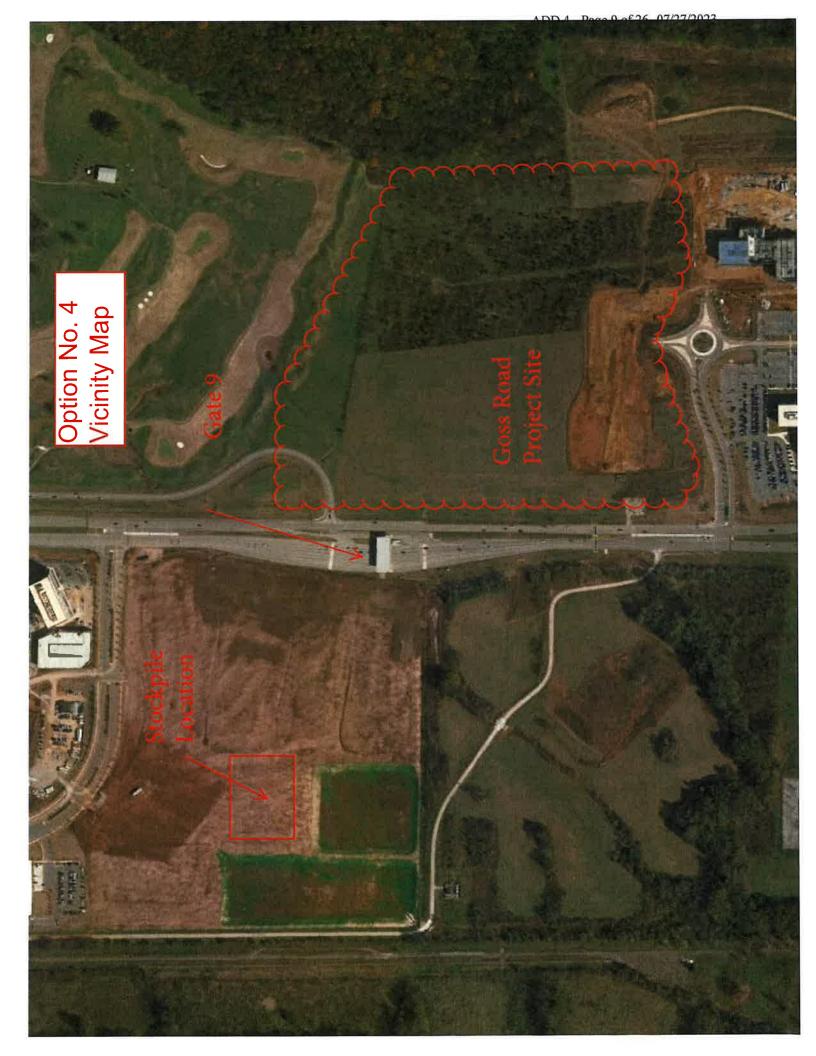
the sign proof below and let me know what you think. The signs will be reflective, that simply can't be displayed in the proof. The sign is 24"x18" as described. If someone will approve the proof, I'll get them ordered. Gentlemen -

## WARNING RESTRICTED AREA

THIS (INSTALLATION, ACTIVITY, ETC.) HAS BEEN DECLARED A RESTRICTED ARE BY AUTHORITY OF THE COMMANDER IN ACCORDANCE WITH THE PROVISIONS OF THE DIRECTIVE ISSUED BY THE SECRETARY OF DEFENSE, PURSUANT TO THE PROVISIONS OF SECTION 1, INTERNAL SECURITY ACT OF 950.

UNAUTHORIZED ENTRY IS PROHIBITED.

ALL PERSONS AND VEHICLES ENTERING HEREIN ARE LIABLE
TO SEARCH, PHOTOGRAPHING OR MAKING NOTES, DRAWINGS, MAPS OR GRAPHIC REPRESENTATIONS OF THE AREA OR
ITS ACTIVITIES ARE PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THE COMMANDER. ANY SUCH MATERIAL
FOUND IN THE POSSESSION OF UNAUTHORIZED PERSONS
WILL BE CONFISCATED.



ATTACHMENT "A2"

Goss Road Extension and Mass Grading COH Project No. 71-23-SP17

# **UNIT BID SHEET**

TEM NO.	DESCRIPTION	QTY	UNIT	BID PRICE	BID AMOUNT
_	Mobilization	1	ST		\$0.00
2	Geometric Controls	-	ST		\$0.00
က	Clearing and Grubbing (Approx. 70 acres)	-	ST		\$0.00
4	Removal of Pavement and Hauled off Arsenal	3,030	SY		\$0.00
ro.	Removal of Pipe, All Sizes	132	Ŧ		\$0.00
9	Removal of Inlets and Headwalls	4	EA		\$0.00
7	Removal and Disposal of Fence, All types	4,626	占		\$0.00
<b>∞</b>	Unclassified Excavation	246,150	ζ		\$0.00
၈	Rock Excavation (includes removal and disposal from job site)	100	ζ		\$0.00

10	Undercut Excavation (includes excavation, stockpiling, hauling and placing of undercut replacement, and compaction)	6,500	СУБ	\$0.00
7	Crushed Aggregate Base, Type B, 8" Compacted Thickness	10,500	SY	\$0.00
12	Planing Existing Pavement, 1 - 2" (Tie Ins Only)	133	SK	\$0.00
<u>£</u>	Tack Coat	850	GAL	\$0.00
4	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	580	NOT	\$0.00
75	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	1,000	TON	\$0.00
16	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	1,310	TON	\$0.00
11	24" Curb and Gutter	3,580	LF	\$0.00

<u>~</u>	18" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	731	F	\$0.00
19	24" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	478	LF	\$0.00
20	42" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	193	LF	\$0.00
21	48" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	465	LF	\$0.00
22	54" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	887	F	\$0.00
23	60" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	537	LF	\$0.00
24	66" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	632	LF	\$0.00
	1			

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4		EA	EA	EA	EA	L	EA	EA	EA	EA	EA	EA	λS
260		12	2	9	-	,	4	3	က	-	_	10	240
6" Perforated Underdrain Pipe, Complete in Place		Single Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	Double Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	Yard Inlet (includes excavation, disposal, bedding, backfill and compaction)	18" Headwall	11-11-11-11-11-11-11-11-11-11-11-11-11-	47" Headwall	48" Cast in Place Headwalls with Grates	48" Headwall	54" Headwall	66" Headwall	Storm Water Junction Box	Class 2 Rip Rap (2' Thick Layer)
25		26	27	28	29	C	30	31	32	33	34	35	36

37	Respread 2" Thick Topsoil From Stockbile	19.000	≿	I James Trees	\$0 O\$
					9
38	Borrow Site Replacement	37,000	Σ		\$0.00
39	Mulching And Seeding	29	AC		\$0.00
40	Erosion Control Blanket (Blankets for Slopes)	24,588	SY		\$0.00
14	Silt Fence Install, Maintain & Remove	4,753	Ľ		\$0.00
42	Temporary Construction Entrance, Utilizing Coarse Aggregate, ALDOT #2, Furnish, Maintain, Remove and Restore Site	-	rs		\$0.00
43	Curb Inlet Protection (Wattles)	625	F		\$0.00
4	Inlet Protection (Silt Saver)	က	EA		\$0.00
45	Wheel Wash Water Collection Pit	-	EA		\$0.00
46	Skimmer for Pond, Install, Maintain and Remove	ო	EA		\$0.00
47	Temporary Sediment Pond Install, Maintain, Remove	-	EA		\$0.00
48	Pond Baffles Install, Maintain and Remove	833	벌		\$0.00

Kock Check Dams, Install, Maintain and Remove	ntain and	8	EA	\$0.00
				\$0.00
Grind Out Existing Single Traffic	c Stripe	1,417	뿔	\$0.00
Grind Out Existing Painted Island	0	-	EA	\$0.00
Grind Out Existing Arrow Markin	<u>g</u>	4	EA	\$0.00
Grind Out Existing Legends		က	EA	\$0.00
Broken White, Class 2, Type A Traffic Stripe (4" Wide)	affic Stripe	1,417	5	\$0.00
Broken Yellow, Class 2, Type A T (4" Wide)	raffic Stripe	3,577	ㅂ	\$0.00
Solid Yellow, Class 2, Type A Traffic Stripe (4" Wide)	ffic Stripe	4,231	<u>"</u>	\$0.00
Double Yellow , Class 2, Type A 7 (4" Wide)	raffic Stripe	654	5	\$0.00
Solid Yellow Reflectorized Traffic Marking (ALDOT SD# PS-701-4)	; Control	241	SF	\$0.00

					1		
\$0.00	\$0.00	<del>00'0\$</del>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<del>\$0.00</del>					
LS	LF	4	EA	EA	LF	LF	4
-	1,306	800	14	14	1,800	5,400	1,800
Traffic Control Plan by Contractor to be Sealed by an Alabama Professional Engineer Sealed and To Include All (Contractor Retained Items): Construction Signs, Drums, Cones, Portable Chevron Boards, Barricades with Type B Warning Lights, Etc. Furnish, Maintain, Adjustment and Removal in Accordance with Latest MUTCD	Security Fence Install to Include Signs and Security Wire	Chain Link Fence Relocation	28' Lighting Poles with Concrete Bases	Pole Mounted Lighting Fixtures	2" PVC for Pole mounted Lighting Fixture Circuitry, Backfill with Stone Only in Paved Areas	#6 Wire for Pole Mounted Lighting Fixture Circuitry	#10 Wire for Pole Mounted Lighting Fixture Circuitry
29	09	<b>6</b> 4	62	63	64	65	99

Communications Manhole with Locking Manhole Cover (includes excavation, disposal, backfill, compaction, manhole per manhole)  Communication Ductbank - (9)4" Ducts (Concrete Encased includes excavation, disposal, backfill and compaction)  Service Equipment for Electrical Service  Service Equipment for Electrical Service  Davement Markers, Class A-H, Type 2D  Water Aid to Construction  The EA  The Place to include excavation, disposal, backfill  Blace to include excavation, disposal, backfill  Blace to include excavation, disposal, backfill  Water Existing 12" Main (Labor Only)  Tie to Existing 12" Main (Labor Only)						
Communication Ductbank - (9)4" Ducts (Concrete Encased includes excavation, disposal, backfill and compaction)  Service Equipment for Electrical Service 1  Pavement Markers, Class A-H, Type 2D 61  Water Aid to Construction 1  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction 220  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction 220  Tie to Existing 12" Main (Labor Only) 1	29	Communications Manhole with Locking Manhole Cover (includes excavation, disposal, backfill, compaction, manhole markings, and each conduit tagging per bank per manhole)	9	EA		\$0.00
Ducts  1,300  1)  Service  1  The 2D  Complete in cosal, backfill cosal, backfill cosal, and cosal cos						
Service Equipment for Electrical Service 1  Pavement Markers, Class A-H, Type 2D 61  Water Aid to Construction 1  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction 8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction and compaction 7  Tie to Existing 12" Main (Labor Only) 1		Communication Ductbank - (9)4" Ducts (Concrete Encased includes excavation, disposal, backfill and compaction)	1,300	F		\$0.00
Service Equipment for Electrical Service 1  Pavement Markers, Class A-H, Type 2D 61  Water Aid to Construction 1  12" Ductile Iron Pipe (Labor Only), Complete 3,260 backfill and compaction 8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction and compaction 7  Fie to Existing 12" Main (Labor Only) 1  Tie to Existing 12" Main (Labor Only) 1						
Pavement Markers, Class A-H, Type 2D 61  Water Aid to Construction 1  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction 8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill 220 and compaction 7 Tie to Existing 12" Main (Labor Only) 1	اہا		1	EA		\$0.00
Water Aid to Construction  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  Tie to Existing 12" Main (Labor Only)  Tie to Existing 12" Main (Labor Only)						
Water Aid to Construction  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  Tie to Existing 12" Main (Labor Only) 1		Pavement Markers, Class A-H, Type 2D	61	EA		\$0.00
Water Aid to Construction  12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  Tie to Existing 12" Main (Labor Only)  1						
12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  Tie to Existing 12" Main (Labor Only)  1		Water Aid to Construction	1	FS	\$329,613.00	\$329,613.00
12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction  Tie to Existing 12" Main (Labor Only)  120						
8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill 220 and compaction Tie to Existing 12" Main (Labor Only) 1		12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	3,260	LF		\$0.00
8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill 220 and compaction Tie to Existing 12" Main (Labor Only) 1						
Tie to Existing 12" Main (Labor Only) 1	_		220	F		\$0.00
Tie to Existing 12" Main (Labor Only) 1						
		Tie to Existing 12" Main (Labor Only)	_	EA		\$0.00

75	Tie to Existing 12" Main, with Tapping Valve & Sleeve (Labor Only)	1	EA	\$0.00
	And District Land Control of the Con			
92	Complete in Place	7	EA	\$0.00
77	8" Ductile Iron Gate Valve (Labor Only), Complete in Place	9	EA	\$0.00
78	ALDOT #2 Stone (As Directed by Engineer)	200	TON	\$0.00
79	Separation Fabric for Undercut of Roadway Subgrade (As Directed by Engineer)	2,000	SY	\$0.00
80	Utility Conflict Concrete (As Directed by Engineer)	50	СУ	\$0.00
81	Roadway Name Sign and Post (COPT Standard)	1	EA	\$0.00
82	Mowing Greater than 6"	50	AC	\$0.00
83	Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) to Include Sign Post and Footing per Street Sign Detail	44	RS	\$0.00
84	Fire Hydrant Assembly (Labor Only), Complete in Place	2	EA	\$0.00

	Thrust Block Concrete	20	ζ		\$0.00
1	Water System Testing	-	LS		\$0.00
=	Electrical Aid to Construction	-	LS	\$126,862.00	\$126,862.00
1 3	5" PVC Electrical Conduit (Furnish and Install Complete in Place to include excavation, disposal, backfill and compaction)	5,200	4		\$0.00
<del>-†</del> -	:				
	Install HU Furnished Sectionalizing Cabinet Bases to include Grading, Base Stone, and Contractor provided Long Radius Elbows Encased in Concrete	12	EA		\$0.00
-					
	Install HU Furnished Transformer Bases to include Grading, Base Stone, and Contractor Provided Long Radius Elbows Encased in Concrete	~	rs		\$0.00
<del>ا</del> ر.	Spring Snow Crabapple - 3" Caliner	75	EA		00 08
1					
+=+	Purple Leaf Plum - 3" Caliper	16	EA		\$0.00
<b>—</b>	Over Cup Oak - 3" Caliper	54	EA		\$0.00
_	Willow Oaks - 3" Caliper	13	EA		\$0.00

95	Bermuda Sod	87,090	RS		\$0.00
96	Bales of Long Leaf Pinestraw	170	EA		\$0.00
97	Irrigation Allowance	-	LS	\$50,000.00	\$50,000.00
86	Electrical Pull Boxes for Street Lights	20	EA		\$0.00
66	Pavement Markers, Class A-H, Type 1B	100	EA		\$0.00
100	Pavement Markers, Class A-H, Type 2E	20	EA		\$0.00
101	Traffic Signal Removal at Rideout Road (Contractor to provide signal heads and controller, cabinet, etc. to Arsenal. Foundation to be removed 12" below surface. Pole and Mast arm to be removed from Arsenal)	_	S		\$0.00
102	Stripped and Stockpiled Topsoil	58,979	չ		\$0.00
103	Water Main Bore Spacers & Casing Loading	_	rs		\$0.00
104	Relocate Goss Road Signs	_	LS		\$0.00
105	5" Thick Concrete for the Detention Pond Concrete Pad and Concrete Spillway	365	SY		\$0.00
	Total Base Bid				\$506,475.00

	OPTION 1 - GOSS ROAD EXTESNION OUTSIDE OF TIFF BOUNDARY			
-	Mobilization	-	LS	\$0.00
1-2	Clearing and Grubbing (Approx. 0.76 acres)	-	rs	\$0.00
1-3	Removal of Pavement	2,218	λS	\$0.00
4	Unclassified Excavation	3,780	СУБ	\$0.00
1-5	Crushed Aggregate Base, Type B, 8" Compacted Thickness	1,717	SY	\$0.00
1-6	Tack Coat	241	GAL	\$0.00
1-7	Planing Existing Pavement, 1 - 2"	134	SY	\$0.00
1-8	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	170	NOT	\$0.00
1-9	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	168	TON	\$0.00

2 U Si C	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	221	TON	\$0.00
<u>  6</u>	Pavement Markers, Class A-H, Type 2D	17	EA	\$0.00
<u>~</u>	Respread 6" Thick Topsoil	395	λ	\$0.00
Σ	Mulching And Seeding	2	AC	\$0.00
လြ	Security Fence Install	790	느	\$0.00
Q 4	Double Yellow , Class 2, Type A Traffic Stripe (4" Wide)	200	4	\$0.00
ပ် ပိ	Crushed Aggregate Base, Type B, 5" Compacted Thickness, for Temporary Road	1,207	S	\$0.00
24 U Si Si Si	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY (2" Thick) for Temporary Road	146	TON	\$0.00
19 년 19 년	15" Storm HDPE (includes excavation, disposal, bedding, backfill and compaction) for Temporary Road	65	F.	\$0.00

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	<b>5</b>			rs	rs	ЕА	5	5
160	604			_	_	10	115	50
Grind Out Existing Double Yellow Traffic Stripe	Temporary Double Yellow Traffic Stripe (4" Wide)	Total Option 1 Bid	OPTION 2 - SANITARY SEWER EAST OF RIDEOUT ROAD	Mobilization	Geometric Controls	Precast Sanitary Sewer Manhole, 48"Inside Diameter, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	10" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushsed aggregate backfill and compaction)	10" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)
1-19	1-20			2-1	2-2	2-3	2-4	2-5

2-6	10" Ductile Iron Sanitary Sewer Pipe, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2,792	5	\$0.00
2-7	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	38	4	\$0.00
2-8	Tie to Existing Manhole	_	EA	\$0.00
2-9	Sewer Testing	_	FS	\$0.00
	Total Option 2 Bid			\$0.00
	OPTION 3 - SANITARY SEWER WEST OF			
4-E	Mobilization	_	rs	\$0.00
3-2	Geometric Controls	_	ST	\$0.00
ب د-	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	-	EA	\$0.00

우 유 뉴 티	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	1	EA	\$0.00
Pre Dia Jis <sub>l</sub>	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2	EA	\$0.00
Se   Se   Se   Se   Se   Se   Se   Se	8" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	221	4	\$0.00
3"  	8" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	262	7	\$0.00
	8" Ductile Iron Sanitary Sewer Pipe, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	125	Ħ	\$0.00
)"  	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	22	LF	\$0.00

3-10	Tie to Existing Manhole	-	EA	\$0.00
3-11	Sewer Testing	-	FS	\$0.00
3-12	Topsoil, Mulching, and Seeding	-	AC	\$0.00
	Total Option 3 Bid			\$0.00
	OPTION 4			
1-1	Structural Fill Hauled to Phase III	15,000	\ <u>\</u>	\$0.00
	Total Option 4 Bid			\$0.00
	Total Bid with Options			\$506,475.00
	ALL ITEMS SHALL BE CONSIDERED IN-			
	PLACE. PRICES SHALL INCLUDE ALL			
	LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR			
	CONSTRUCTION OF THE REQUIRED WORK.			
	COMPANY			
	SIGNATURE			
	DATE			



Kathy Martin, P.E.

Director
City Engineer

Urban Development Department Engineering Division

## GOSS ROAD EXTENSION AND MASS GRADING

Project No. 71-23-SP17 June 8, 2023

## Addendum #5

Attachment "A2" is amended as follows:

Replace bid quantities with "replacement", Attachment "A3". Please use the revised attachment to submit bid pricing; all bids must be submitted using Attachment "A3". Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

**CLARIFICATION:** Quantities posted to the website did not match all the revisions as stated in Addendum 4. Addendum 5 is issued to correct the items below:

Delete 8 Add	Unclassified Excavation	on	<del>205,125</del>		-CY	
8	Unclassified Excavation	on	246,150	)	CY	
Delete 91 Add	Spring Snow Crabapp	le - 3" Ca	aliper		_33	-EA
91	Spring Snow Crabapp	le - 3" Ca	aliper		51	EA
Delete 93 Add	Over Cup Oak - 3" Cal	iper		36	-EA	
93	Over Cup Oak - 3" Cal	iper		54	EA	
Delete 95 Add	Bermuda Sod	62,090		SF		
95	Bermuda Sod	87,090		SF		

The Star of Alabama

Delete			
96	Bales of Long Leaf Pinestraw	120	-EA
Add			
96	Bales of Long Leaf Pinestraw	170	EA

Attachments:

Revised Quantities – Attachment A3

**END OF ADDENDUM #5** 

ATTACHMENT "A3"

Goss Road Extension and Mass Grading COH Project No. 71-23-SP17

# **UNIT BID SHEET**

	DESCRIPTION	QTY	UNIT	BID PRICE	BID AMOUNT
1 N	Mobilization	1	FS		\$0.00
2  G	Geometric Controls	1	LS		\$0.00
3  C	Clearing and Grubbing (Approx. 70 acres)	1	ST		\$0.00
4 R	Removal of Pavement and Hauled off Arsenal	3,030	SY		\$0.00
5 R	Removal of Pipe, All Sizes	132	LF	THE PASSAGE IN	\$0.00
6 R	Removal of Inlets and Headwalls	4	EA		\$0.00
7  R	Removal and Disposal of Fence, All types	4,626	F		\$0.00
8   	Unclassified Excavation	246,150	ζ	一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一	\$0.00
<u>к</u> р	Rock Excavation (includes removal and disposal from job site)	100	СУ		\$0.00

	Undercut Excavation (includes excavation, stockpiling, hauling and placing of undercut replacement, and compaction)	6,500	СУБ	\$0.00	
U U	Crushed Aggregate Base, Type B, 8" Compacted Thickness	10,500	SY	\$0.00	
	Planing Existing Pavement, 1 - 2" (Tie Ins Only)	133	S X	\$0.00	
	Tack Coat	850	GAL	\$0.00	
	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	580	NOT	\$0.00	
7 - 0, 0	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)	1,000	NOT	\$0.00	
4 7 0 0	424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	1,310	NOT	\$0.00	
104	24" Curb and Gutter	3,580	ㅂ	\$0.00	

18	18" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	731	Ŀ	\$0.00
19	24" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	478	LF	\$0.00
20	42" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	193	LF	\$0.00
21	48" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	465	LF	\$0.00
22	54" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	887	LF	\$0.00
23	60" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	537	F	\$0.00
24	66" Storm RCP (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	632	5	\$0.00

25	6" Perforated Underdrain Pipe, Complete in Place	260	LF		\$0.00
				*	\$0.00
56	Single Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	12	EA		\$0.00
27	Double Wing Curb Inlet (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2	EA		\$0.00
28	Yard Inlet (includes excavation, disposal, bedding, backfill and compaction)	9	EA		\$0.00
53	18" Headwall	_	EA		\$0.00
30	42" Headwall	4	EA		\$0.00
31	48" Cast in Place Headwalls with Grates	က	EA	# # # # # # # # # # # # # # # # # # #	\$0.00
32	48" Headwall	က	EA		\$0.00
33	54" Headwall	-	EA		\$0.00
34	66" Headwall	7	EA		\$0.00
35	Storm Water Junction Box	10	EA	Application of the state of the	\$0.00
36	Class 2 Rip Rap (2' Thick Layer)	240	SY		\$0.00

37	Respread 2" Thick Topsoil From Stockpile	19,000	λ	\$0.00
38	Borrow Site Replacement	37,000	ζ	\$0.00
39	Mulching And Seeding	29	AC	\$0.00
40	Erosion Control Blanket (Blankets for Slopes)	24,588	λS	\$0.00
41	Silt Fence Install, Maintain & Remove	4,753	느	\$0.00
42	Temporary Construction Entrance, Utilizing Coarse Aggregate, ALDOT #2, Furnish, Maintain, Remove and Restore Site	1	rs	\$0.00
43	Curb Inlet Protection (Wattles)	625	H	\$0.00
44	Inlet Protection (Silt Saver)	က	EA	\$0.00
45	Wheel Wash Water Collection Pit		EA	\$0.00
46	Skimmer for Pond, Install, Maintain and Remove	т	EA	\$0.00
47	Temporary Sediment Pond Install, Maintain, Remove	-	EA	\$0.00
48	Pond Baffles Install, Maintain and Remove	833	ㅂ	\$0.00

\$0.00	\$0.00	80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		80.00					
rs	LF	<b>"</b>	EA	EA	书	4	5
~	1,306	800	14	14	1,800	5,400	1,800
Traffic Control Plan by Contractor to be Sealed by an Alabama Professional Engineer Sealed and To Include All (Contractor Retained Items): Construction Signs, Drums, Cones, Portable Chevron Boards, Barricades with Type B Warning Lights, Etc. Furnish, Maintain, Adjustment and Removal in Accordance with Latest MUTCD	Security Fence Install to Include Signs and Security Wire	Chain Link Fence Relocation	28' Lighting Poles with Concrete Bases	Pole Mounted Lighting Fixtures	2" PVC for Pole mounted Lighting Fixture Circuitry, Backfill with Stone Only in Paved Areas	#6 Wire for Pole Mounted Lighting Fixture Circuitry	#10 Wire for Pole Mounted Lighting Fixture Circuitry
69	09	2	62	63	64	55	99

29	Communications Manhole with Locking Manhole Cover (includes excavation, disposal, backfill, compaction, manhole markings, and each conduit tagging per bank per manhole)	, <b>6</b>	EA		\$0.00
89	Communication Ductbank - (9)4" Ducts (Concrete Encased includes excavation, disposal, backfill and compaction)	1,300	LF		\$0.00
69	Service Equipment for Electrical Service	1	EA		\$0.00
20	Pavement Markers, Class A-H, Type 2D	61	EA		\$0.00
71	Water Aid to Construction	1	LS	\$329,613.00	\$329,613.00
72	12" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	3,260	LF		\$0.00
73	8" Ductile Iron Pipe (Labor Only), Complete in Place to include excavation, disposal, backfill and compaction	220	LF		\$0.00
74	Tie to Existing 12" Main (Labor Only)	_	EA		\$0.00

	Sieeve (Labor Omy)	<del>.</del>	EA		\$0.00
76 12 Co	12" Ductile Iron Gate Valve (Labor Only), Complete in Place	2	EA		\$0.00
77 G	8" Ductile Iron Gate Valve (Labor Only), Complete in Place	ဖ	EA		\$0.00
78 AI	ALDOT #2 Stone (As Directed by Engineer)	200	TON		\$0.00
79 St	Separation Fabric for Undercut of Roadway Subgrade (As Directed by Engineer)	2,000	SY		\$0.00
80 Ut	Utility Conflict Concrete (As Directed by Engineer)	20	СУ		\$0.00
81 Re	Roadway Name Sign and Post (COPT Standard)	-	EA		\$0.00
82 M	Mowing Greater than 6"	20	AC	世紀 美	\$0.00
83 Si T F is	Class 4, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type III or Type IV Background) to Include Sign Post and Footing per Street Sign Detail	44	SF		\$0.00
84 F. Q.	Fire Hydrant Assembly (Labor Only), Complete in Place	2	EA		\$0.00

86 W 87 E	Thrust Block Concrete	20	ζ		00'0\$
	Water System Testing	1	rs		\$0.00
	Electrical Aid to Construction	_	rs	\$126,862.00	\$126,862.00
88 C	5" PVC Electrical Conduit (Furnish and Install Complete in Place to include excavation, disposal, backfill and compaction)	5,200	LF		\$0.00
89 E B D E	Install HU Furnished Sectionalizing Cabinet Bases to include Grading, Base Stone, and Contractor provided Long Radius Elbows Encased in Concrete	12	EA		\$0.00
90 ir	Install HU Furnished Transformer Bases to include Grading, Base Stone, and Contractor Provided Long Radius Elbows Encased in Concrete	4	S		\$0.00
91	Spring Snow Crabapple - 3" Caliper	51	EA		\$0.00
92 P	Purple Leaf Plum - 3" Caliper	16	EA		\$0.00
93	Over Cup Oak - 3" Caliper	54	EA		\$0.00
94 V	Willow Oaks - 3" Caliper	13	EA		\$0.00

95	Bermuda Sod	87,090	SF		\$0.00
96	Bales of Long Leaf Pinestraw	170	EA		\$0.00
97	Irrigation Allowance	-	LS	\$50,000.00	\$50,000.00
86	Electrical Pull Boxes for Street Lights	20	EA		\$0.00
66	Pavement Markers, Class A-H, Type 1B	100	EA		\$0.00
100	Pavement Markers, Class A-H, Type 2E	50	EA		\$0.00
101	Traffic Signal Removal at Rideout Road (Contractor to provide signal heads and controller, cabinet ,etc. to Arsenal. Foundation to be removed 12" below surface. Pole and Mast arm to be removed from Arsenal)	-	LS		\$0.00
102	Stripped and Stockpiled Topsoil	58,979	λ5		\$0.00
103	Water Main Bore Spacers & Casing Loading	-	LS		\$0.00
104	Relocate Goss Road Signs	-	S		\$0.00
105	5" Thick Concrete for the Detention Pond Concrete Pad and Concrete Spillway Total Base Bld	365	SY		\$0.00

	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	LS	rs	SΥ	СХD	SY	GAL	SY	TON	TON
	1	1	2,218	3,780	1,717	241	134	170	168
OPTION 1 - GOSS ROAD EXTESNION OUTSIDE OF TIFF BOUNDARY	Mobilization	Clearing and Grubbing (Approx. 0.76 acres)	Removal of Pavement	Unclassified Excavation	Crushed Aggregate Base, Type B, 8" Compacted Thickness	Tack Coat	Planing Existing Pavement, 1 - 2"	424A-336 Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range A/B, 110 LB/SY (1" Thick)	424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 190 LB/SY (1.75" Thick)
	7	1-2	<mark>1</mark> -	4-1	1-5	1-6	1-7	1-8	1-9

424B-666 Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 250 LB/SY (2.25" Thick)	te jate	221	TON	\$0.00
Pavement Markers, Class A-H, Type 2D		17	EA	\$0.00
Respread 6" Thick Topsoil		395	λ	\$0.00
Mulching And Seeding		2	AC	\$0.00
Security Fence Install		790	느	\$0.00
Double Yellow , Class 2, Type A Traffic Stripe (4" Wide)	tripe	200	7	\$0.00
Crushed Aggregate Base, Type B, 5" Compacted Thickness, for Temporary Road	oad	1,207	SY	\$0.00
424B-635 Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY (2" Thick) for Temporary Road	te egate	146	TON	\$0.00
15" Storm HDPE (includes excavation, disposal, bedding, backfill and compaction) for Temporary Road	(uo	65	LF	\$0.00

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	느			rs	rs	EA	<u> </u>	5
160	604			_		10	115	20
Grind Out Existing Double Yellow Traffic Stripe	Temporary Double Yellow Traffic Stripe (4" Wide)	Total Option 1 Bid	OPTION 2 - SANITARY SEWER EAST OF RIDEOUT ROAD	Mobilization	Geometric Controls	Precast Sanitary Sewer Manhole, 48"Inside Diameter, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	10" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushsed aggregate backfill and compaction)	10" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and
1-19	1-20			2-1	2-2	2-3	2-4	2-5

2-6	10" Ductile Iron Sanitary Sewer Pipe, 10'-16' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	2,792	LF	\$0.00
2-7	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	38	Į.	\$0.00
2-8	Tie to Existing Manhole	_	EA	\$0.00
5-9	Sewer Testing	_	LS	\$0.00
	Total Option 2 Bid			\$0.00
	OPTION 3 - SANITARY SEWER WEST OF RIDEOUT ROAD			
3-1	Mobilization	1	ST	\$0.00
3-2	Geometric Controls	_	FS	\$0.00
3-3	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	1	EA	\$0.00

3-4	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	-	EA	\$0.00
3-5	Precast Sanitary Sewer Manhole, 48" Inside Diameter, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill	2	EA	\$0.00
	and compaction)			
9-6	8" Ductile Iron Sanitary Sewer Pipe, 0'-8' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	221	ᆔ	\$0.00
3-7	8" Ductile Iron Sanitary Sewer Pipe, 8'-10' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	595	LF	\$0.00
3-8	8" Ductile Iron Sanitary Sewer Pipe, 10'-12' Depth (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	125	LF	\$0.00
3-9	6" PVC Sanitary Sewer Lateral to Include Cleanout (includes excavation, disposal, bedding, crushed aggregate backfill and compaction)	57	LF	\$0.00

9	Tie to Existing Manhole	-	EA	\$0.00
7	Sewer Testing		ST	\$0.00
-12	Topsoil, Mulching, and Seeding		AC	\$0.00
	Total Option 3 Bid			\$0.00
	OPTION 4			
[	Structural Fill Hauled to Phase III	15,000	λ	\$0.00
	Total Option 4 Bid			\$0.00
	Total Bid with Options			\$506,475.00
	ALL ITEMS SHALL BE CONSIDERED IN- PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.			
	SIGNATURE			

### CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with SJ&L General Contractor, L.L.C., in the amount of FIVE MILLION EIGHT HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED NINETEEN AND .31/100 DOLLARS (\$5,887,119.31), for Goss Road Extension and Mass Grading, Base Bid, Option No. 2 and Option No. 3, Project No. 71-23-SP17, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 27th day of July, 2023, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Marlin
Director of City Engineering
City of Huntsville

### **E-VERIFY - NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this contract, SJ&L General Contractor, L.L.C., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SJ&L General Contractor, L.L.C (Company)

(Authorized Representative)