



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/13/2025

File ID: TMP-5218

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville, Alabama and Miller & Miller, Inc., for Monroe Streetscape from Williams Avenue to Clinton Avenue, Project No. 71-21-SP27.

Resolution No.

Finance Information:

Account Number: Acct: 3080-71-00000-524009-00000000

City Cost Amount: \$1,132,448.00

Total Cost: \$1,132,448.00

Special Circumstances:

Grant Funded: N/A

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:

Contract with Miller & Miller for approximately 1,000 LF of streetscaping improvements at Monroe Street from Williams Avenue to Clinton Avenue to include new sidewalks, streetlights, landscaping, irrigation and asphalt resurfacing. Award Base Bid: \$913,075.00 including Option No. 1: \$160,075.00 and Option #2 \$59,298.00 for a total contract amount of \$1,132,448.00.

RESOLUTION NO. 25-

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 Miller & Miller, Inc., in the amount of ONE MILLION ONE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,132,448.00) for Monroe Streetscape from Williams Avenue to Clinton Avenue, Base Bid, Option #1 and Option #2, Project No. 71-21-SP27, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and Miller & Miller, Inc., for Monroe Streetscape from Williams Avenue to Clinton Avenue, Base Bid, Option #1 and Option #2, Project No. 71-21-SP27," consisting of a total of one (1) page plus one hundred twenty-seven (127) additional pages consisting of Attachments A1-Q, 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 March 13, 2025, 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.

ADOPTED this the 13th day of March, 2025.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 13th day of March, 2025.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA
AND
MILLER & MILLER, INC.
FOR
MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE,
BASE BID, OPTION #1 AND OPTION #2
PROJECT NO. 71-21-SP27**

~~~~~  
**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 13th day of March, 2025, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MILLER & MILLER, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Monroe Streetscape from Williams Avenue to Clinton Avenue, Base Bid, Option #1 and Option #2, Project #71-21-SP27, 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 "A1".

BY:

\_\_\_\_\_  
Tommy Battle, Mayor

\_\_\_\_\_  
Miller & Miller, Inc.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

\_\_\_\_\_  
City Council President

DATE: \_\_\_\_\_ March 13, 2025

**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE**  
**PROJECT NUMBER 71-21-SP27**

**CITY OF HUNTSVILLE, ALABAMA**

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| ATTACHMENT "A1"                                           |                                                                                               |       |    |          | 2/25/2025   |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------|----|----------|-------------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue |                                                                                               |       |    |          |             |
| Project No. 71-21-SP27                                    |                                                                                               |       |    |          |             |
| UNIT BID SHEET                                            |                                                                                               |       |    |          |             |
|                                                           |                                                                                               |       |    |          |             |
| 11                                                        | Orange Snow Fencing, install, maintain and remove                                             | 1,500 | LF | \$5.00   | \$7,500.00  |
| 12                                                        | Sediment removal and disposal                                                                 | 15    | CY | \$150.00 | \$2,250.00  |
| Demolition                                                |                                                                                               |       |    |          |             |
| 13                                                        | Concrete Gore and Special N Type Removal                                                      | 100   | SY | \$6.00   | \$600.00    |
| 14                                                        | Full Depth Pavement Removal (Approx. 12") to include asphalt, base stone and disposal         | 600   | SY | \$10.50  | \$6,300.00  |
| 15                                                        | Removal of Concrete Standup Curb                                                              | 1,372 | LF | \$6.00   | \$8,232.00  |
| 16                                                        | Removal of VBCC Bollards (VBCC Retained)                                                      | 11    | EA | \$125.00 | \$1,375.00  |
| 17                                                        | Removal of Tree and Tree Grate (Owner to Retain Grate)                                        | 2     | EA | \$350.00 | \$700.00    |
| 18                                                        | Concrete Curb and Gutter Removal to include haul-off and disposal                             | 657   | LF | \$12.00  | \$7,884.00  |
| 19                                                        | Asphalt Pavement Milling (1" - 2" depth) haul-off and disposal                                | 7,720 | SY | \$2.75   | \$21,230.00 |
| 20                                                        | Existing Street Sign and Post Removal, to include disposal                                    | 4     | EA | \$50.00  | \$200.00    |
| 21                                                        | Removal of Streetlight Pole, Foundation and Fixture to include disposal                       | 9     | EA | \$300.00 | \$2,700.00  |
| 22                                                        | Removal of Concrete Sidewalk to include saw-cut and disposal                                  | 560   | SY | \$11.00  | \$6,160.00  |
| Hardscape                                                 |                                                                                               |       |    |          |             |
| 23                                                        | Unclassified Excavation as Needed (On Site Excavation Hauled Off Site as 15CYS/ Triaxle Load) | 300   | CY | \$9.50   | \$2,850.00  |
| 24                                                        | Offsite Borrow Excavation as Needed (measured as 15 CYS per Triaxle Load) compacted in place  | 200   | CY | \$28.00  | \$5,600.00  |
| 25                                                        | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints            | 430   | SY | \$92.00  | \$39,560.00 |

| ATTACHMENT "A1" |                                                                                                                                                                                                                      |                                                                                     |     |          | 2/25/2025   |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----|----------|-------------|
|                 |                                                                                                                                                                                                                      | Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27 |     |          |             |
|                 |                                                                                                                                                                                                                      | UNIT BID SHEET                                                                      |     |          |             |
| 26              | 4" Thick Concrete Handicap Ramp to include crushed stone leveling course and all joints                                                                                                                              | 134                                                                                 | SY  | \$92.00  | \$12,328.00 |
| 27              | Handicap Ramp Detectable Warning Mats / Pavers, Sunset Red Color (Does Not Include Concrete)                                                                                                                         | 384                                                                                 | SF  | \$38.00  | \$14,592.00 |
| 28              | 24" Concrete Curb and Gutter to include 5" Thick Compacted DGB Course and all Joints                                                                                                                                 | 1,747                                                                               | LF  | \$30.00  | \$52,410.00 |
| 29              | 18" Wide Concrete Ribbon Curb to include all Joints                                                                                                                                                                  | 558                                                                                 | LF  | \$42.00  | \$23,436.00 |
| 30              | Herringbone Pattern Vehicular Rated Holland Stone by Pave Stone, to include Holland Stone 80mm Paver, Polymeric Sand, Leveling Sand Layer, 5" Concrete Slab, Reinforcement, Dowels, 4" DGB Layer, Complete and Place | 3,533                                                                               | SF  | \$26.00  | \$91,858.00 |
| 34              | Adatile-Cast in Place Paver Panel, 24"x48" (Price Does Include Concrete Beneath Panel)                                                                                                                               | 48                                                                                  | EA  | \$0.00   | \$0.00      |
| 32              | Reset Inlet and SS Manhole Top to Finish Grade                                                                                                                                                                       | 8                                                                                   | EA  | \$895.00 | \$7,160.00  |
| 33              | Asphalt Base Failure Repair Complete in Place, if Needed, to include asphalt removal, subgrade preparation and 3" of hot mix asphalt replacement                                                                     | 100                                                                                 | SY  | \$85.00  | \$8,500.00  |
| 34              | Install Owner Provided North Yorkshire Bollard, Cast Iron Powder Coated Black to include Base, Core Drilling, Backfill and Mounting, Complete in Place                                                               | 60                                                                                  | EA  | \$275.00 | \$16,500.00 |
| 35              | 1-1/2" Overlay ALDOT 424A-360 Max Aggregate 1/2", ESAL Range A/B                                                                                                                                                     | 700                                                                                 | Ton | \$130.00 | \$91,000.00 |
| 36              | Tack Coat ALDOT 405 A                                                                                                                                                                                                | 772                                                                                 | Gal | \$3.50   | \$2,702.00  |
| 37              | Class 2, Type A Reflective Thermoplastic Traffic Striping, to be completed in place per C.O.H standards                                                                                                              | 4,300                                                                               | LF  | \$3.50   | \$15,050.00 |
| 38              | Class 2, Type A Reflective Thermoplastic Pavement Markings, to be completed in place per C.O.H standards                                                                                                             | 450                                                                                 | SF  | \$13.00  | \$5,850.00  |
| 39              | Temporary Striping 4" All Colors                                                                                                                                                                                     | 8,000                                                                               | LF  | \$1.00   | \$8,000.00  |

| ATTACHMENT "A1"                                           |                                                                                                                                                     |       |    |             |             | 2/25/2025 |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|-------------|-------------|-----------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue |                                                                                                                                                     |       |    |             |             |           |
| Project No. 71-21-SP27                                    |                                                                                                                                                     |       |    |             |             |           |
| UNIT BID SHEET                                            |                                                                                                                                                     |       |    |             |             |           |
| 40                                                        | Permanent Traffic Signs to include sign posts materials and installation to be in accordance with COH Traffic Engineering Latest Specification      | 1     | LS | \$10,000.00 | \$10,000.00 |           |
| 41                                                        | Reflective Pavement Markers All Colors                                                                                                              | 190   | EA | \$11.00     | \$2,090.00  |           |
| Utilities                                                 |                                                                                                                                                     |       |    |             |             |           |
| 42                                                        | Crushed Aggregate for Misc use as Directed by the Engineer                                                                                          | 100   | TN | \$43.00     | \$4,300.00  |           |
| 43                                                        | Concrete for Utility Conflict use as Direct by the Engineer                                                                                         | 15    | CY | \$245.00    | \$3,675.00  |           |
| 44                                                        | Directional Bore with 2" Schedule 40 PVC Streetlight Conduit, 2" Sch 40 Spare, Complete in Place                                                    | 700   | LF | \$45.00     | \$31,500.00 |           |
| 45                                                        | Install Owner Provided 18' Tall Washington Postlite WAE3 LED Streetlight to include Concrete Base, Conduit, Wiring and Grounding, Complete in Place | 10    | EA | \$1,900.00  | \$19,000.00 |           |
| 46                                                        | #6 AWG CU Streetlighting Conductor                                                                                                                  | 1,580 | LF | \$4.00      | \$6,320.00  |           |
| 47                                                        | #10 AWG CU Streetlight Ground Wire                                                                                                                  | 790   | LF | \$2.00      | \$1,580.00  |           |
| 48                                                        | 12" x 12" Quazite Streetlight Pull Boxes                                                                                                            | 11    | EA | \$450.00    | \$4,950.00  |           |
| 49                                                        | Connect New Lights and Irrigation Controller to Existing City of Huntsville Streetlight Circuit                                                     | 1     | LS | \$1,160.00  | \$1,160.00  |           |
| Landscape and Irrigation                                  |                                                                                                                                                     |       |    |             |             |           |
| 50                                                        | Landscape Bed Fine Grading                                                                                                                          | 120   | CY | \$25.00     | \$3,000.00  |           |
| 51                                                        | Trees, to include excavation, bed prep, soil amendments, planting, and watering                                                                     | 21    | EA | \$2,000.00  | \$42,000.00 |           |
| 52                                                        | Shrubs, to include excavation, bed prep, soil amendments, planting, and watering                                                                    | 148   | EA | \$71.00     | \$10,508.00 |           |
| 53                                                        | Ornamental Grasses, to include excavation, bed prep, soil amendments, planting, and watering                                                        | 109   | EA | \$40.00     | \$4,360.00  |           |



| ATTACHMENT "A1" |                                                                                                                                                                                   |       |    |             | 2/25/2025    |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|-------------|--------------|
|                 | Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27                                                                                               |       |    |             |              |
|                 | UNIT BID SHEET                                                                                                                                                                    |       |    |             |              |
|                 |                                                                                                                                                                                   |       |    |             |              |
| 54              | Mulch, placed at a 3" settled thickness                                                                                                                                           | 43    | CY | \$55.00     | \$2,365.00   |
| 55              | 2'x4' Limestone Boulder, Natural Weathering, or Equivalent                                                                                                                        | 5     | EA | \$1,300.00  | \$6,500.00   |
| 56              | Irrigation System to include all components, wire, excavation, placement, controller, 120V service, and cabinet in accordance with COH Specifications                             | 1     | LS | \$45,000.00 | \$45,000.00  |
| 57              | Project Allowance for HU Coordination as Directed by the Engineer                                                                                                                 | 1     | LS | \$68,000.00 | \$68,000.00  |
| 58              | Top Soil 15CY/Triaxle Load (Furnish, Test, Amend, Install)                                                                                                                        | 150   | CY | \$35.00     | \$5,250.00   |
|                 | TOTAL BASE BID                                                                                                                                                                    |       |    |             | \$913,075.00 |
|                 | Option No. 1 Big Spring Park Sidewalk and Stockpile Removal                                                                                                                       |       |    |             |              |
| 1-1             | Stockpile Removal and Hauled Off Site as 15CYS/ Triaxle Load)                                                                                                                     | 2,000 | CY | \$15.00     | \$30,000.00  |
| 1-2             | Removal of Concrete Sidewalk to include saw-cut and disposal                                                                                                                      | 950   | SY | \$9.50      | \$9,025.00   |
| 1-3             | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints                                                                                                | 1,100 | SY | \$80.50     | \$88,550.00  |
| 1-4             | Sod Bermuda Turf Type                                                                                                                                                             | 5,000 | SY | \$6.50      | \$32,500.00  |
|                 | TOTAL OPTION NO. 1                                                                                                                                                                |       |    |             | \$160,075.00 |
|                 | Option No. 2 Handicap Ramp Big Spring Park                                                                                                                                        |       |    |             |              |
| 2-1             | ADA Handicap Ramp System to include, Subgrade, Stone Backfill, Retaining Walls, Concrete Sidewalk Surface, Carbon Steel Powder Coated Black Handrailing System, Complete in Place | 1     | LS | \$59,298.00 | \$59,298.00  |
|                 | TOTAL OPTION NO. 2                                                                                                                                                                |       |    |             | \$59,298.00  |
|                 | Option No. 3                                                                                                                                                                      |       |    |             |              |
| 3-1             | Full Depth Pavement Removal (Approx 12") to include asphalt, base stone and disposal                                                                                              | 1,025 | SY | \$7.50      | \$7,687.50   |

| ATTACHMENT "A1"                                                                                                                                               |                                                                                                                      |       |    |          | 2/25/2025    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------|----|----------|--------------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27                                                                           |                                                                                                                      |       |    |          |              |
| UNIT BID SHEET                                                                                                                                                |                                                                                                                      |       |    |          |              |
| 3-2                                                                                                                                                           | Dense Graded Base ALDOT 301 825 Plant Mixed, 5" Compacted Thickness                                                  | 2,050 | SY | \$14.00  | \$28,700.00  |
| 3-3                                                                                                                                                           | Asphalt Upper Binder Layer ALDOT 424B-002, 220lbs/SY Max Aggr Size 1/2"                                              | 200   | TN | \$128.00 | \$25,600.00  |
| 3-4                                                                                                                                                           | Asphalt Wearing Surface ALDOT 424A-340, 165lbs/SY                                                                    | 100   | TN | \$138.00 | \$13,800.00  |
| 3-5                                                                                                                                                           | Temporary Striping 4" Wide All Colors                                                                                | 4,000 | LF | \$1.00   | \$4,000.00   |
| 3-6                                                                                                                                                           | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints<br>(Match Existing Brick Pattern) | 300   | SY | \$80.00  | \$24,000.00  |
| 3-7                                                                                                                                                           | 24" Concrete Curb and Gutter to include 5" Thick Compacted DGB Course and all Joints                                 | 500   | LF | \$30.00  | \$15,000.00  |
| TOTAL OPTION NO. 3                                                                                                                                            |                                                                                                                      |       |    |          | \$118,787.50 |
| 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 <u>Miller &amp; Miller, Inc.</u> SIGNATURE <u><i>Michael Miller</i></u><br>DATE <u>2/25/25</u>                                                        |                                                                                                                      |       |    |          |              |

**ATTACHMENT "B"****PROPOSAL****TO: THE CITY OF HUNTSVILLE**

City Hall  
 305 Fountain Circle  
 Huntsville, Alabama

**PROPOSAL OF** Miller & Miller, Inc.

(NAME)  
2106 Miller Ferry Way, Huntsville, AL, 35801  
 (ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE  
 PROJECT #71-21-SP27**

**FOR THE CITY OF HUNTSVILLE, ALABAMA.****GENTLEMEN:**

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is **MANDATORY** that any and all addenda be acknowledged by the undersigned bidder 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 thumb/flash drive of their choice which must 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 thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive 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 forty-five (45) calendar days.



**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE  
PROJECT #71-21-SP27  
PAGE TWO**

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk 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: February 25, 20 25.

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

BY \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

\_\_\_\_\_  
\_\_\_\_\_

OUR CONTRACTOR'S STATE LICENSE NO. IS 4166

(IF A CORPORATION)

SIGNATURE OF BIDDER Miller & Miller, Inc.

BY

  
Mark E. Miller, President

BUSINESS ADDRESS 2106 Miller Ferry Way, Huntsville, AL, 35801

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Mark E. Miller

OF SECRETARY Mark O. Seeley

OFFICERS TREASURER Mark E. Miller

**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 mandatory 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"**

**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE  
PROJECT #71-21-SP27**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

**Acknowledgement of receipt of Addenda is Mandatory. 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.**

| <b><u>ADDENDUM NO.</u></b> | <b><u>DATE<br/>RECEIVED/DOWNLOADED<br/>FROM WEBSITE (if<br/>applicable)</u></b> |
|----------------------------|---------------------------------------------------------------------------------|
| 1                          | 2/18/25                                                                         |
| 2                          | 2/20/25                                                                         |
|                            |                                                                                 |
|                            |                                                                                 |
|                            |                                                                                 |

**COMPANY** Miller & Miller, Inc.

**SIGNATURE**   
Mark E. Miller

**TITLE** President

**DATE** 2/25/25

**ATTACHMENT "D"**

**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE  
PROJECT #71-21-SP27**

**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 immediately notify Mary Ridgeway via email at [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov) and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

| <b><u>TASKS TO BE PERFORMED</u></b>                | <b><u>SUBCONTRACTOR NAME</u></b> | <b><u>LICENSE NO.</u></b> | <b><u>ADDRESS</u></b>                 | <b><u>ITEM #'S OF WORK TO BE PERFORMED</u></b> |
|----------------------------------------------------|----------------------------------|---------------------------|---------------------------------------|------------------------------------------------|
| 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                                      | Shoals Electric Co Inc           | 9168                      | 704 Davison Ave, Muscle Shoals, 35661 | 45,46,47,48,49                                 |
| Electrical                                         |                                  |                           |                                       |                                                |
| Water                                              |                                  |                           |                                       |                                                |
| Asphalt                                            | Rogers Group, Inc.               | 14069                     | 2512 Triana Blvd, 35805               | 19,24,33,35,36,3-1,3-2,3-3,3-4                 |
| Landscaping (Trees, grassing)                      | Water Water Everywhere           | S-23259                   | 214 Lenwood Rd, Decatur, 35603        | 50,51,52,53,54,58,1-4,                         |
| Irrigation                                         | Water Water Everywhere           | S-23259                   | 214 Lenwood Rd, Decatur, 35603        | 56                                             |
| Striping                                           |                                  |                           |                                       |                                                |
| Sewer Testing                                      |                                  |                           |                                       |                                                |
| Guardrails                                         |                                  |                           |                                       |                                                |
| Handrails                                          |                                  |                           |                                       |                                                |
| Painting                                           |                                  |                           |                                       |                                                |
| Special (fencing, benches, dewatering etc.) Pavers | Pavestone LLC                    |                           | PO Box 930134, Atlanta, 31193         | 30                                             |
| Mechanical                                         |                                  |                           |                                       |                                                |
| SCADA                                              |                                  |                           |                                       |                                                |
| Other                                              |                                  |                           |                                       |                                                |

**ATTACHMENT "E"**

**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE  
PROJECT #71-21-SP27**

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

1. U.S. Space & Rocket Center (USSRC) - Rocket Park Phase I, U.S. Space & Rocket Center,  
One Tranquility Base, Huntsville, AL, 35805, 256-837-3400, Sam Mitchell  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. John Hunt Park Championship Soccer Phase 2, City of Huntsville, 305 Fountain Cir,  
Huntsville, AL, 35801, 256-427-5660, Chris O'Neil  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. John Hunt Park Championship Soccer Phase 2, City of Huntsville, 305 Fountain Cir, Huntsville,  
AL, 35801, 256-427-5660, Chris O'Neil  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Improvements along Pulaski Pike & Bob Harrison Senior Wellness & Advocacy Center, Madison  
County Public Works, 266-C Shields Rd, Huntsville, AL, 35811, 256-746-2900, Alex Wynboom  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Jefferson Street Streetscape, Project #71-20-SP22, City of Huntsville, PO Box 308, Huntsville,  
AL, 35804, Kathy Martin, 256-427-5300  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT "F"

Pre-bid meeting to be held on Tuesday, February 18, 2025, at 10:00 am, on the 6th Floor in Training Rooms 624 at 305 Fountain Circle, Huntsville, AL 35801.

### NOTICE TO CONTRACTORS

**WANTED:** Sealed bids in duplicate for the construction of: Monroe Streetscape from Williams Avenue to Clinton Avenue, more particularly known as Project No. 71-21-SP27.

Description of Project: Approximately 1,000 Linear Feet of Streetscaping Improvements to include new sidewalks, streetlighting, landscaping, irrigation and asphalt resurfacing.

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 Monroe Streetscape from Williams Avenue to Clinton Avenue, more particularly known as Project No. 71-21-SP27 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 City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624, on the 25th day of February, 2025, until 3:00 p.m. If bid is mailed, the bid should be addressed to City Engineering-4th Floor, 305 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: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: <https://www.huntsvilleal.gov/business/bid-a-project/rfp/>. 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 a thumb/flash drive (preferably in a live/flash drive format) in the Excel format. The thumb/flash drive (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 thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, 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: \_\_\_\_\_

(Signature of authorized individual) ”

Advertise Date: 2/12/25

**ATTACHMENT "G"**  
**SAMPLE FORM**

**REQUEST FOR PAYMENT**  
**CITY OF HUNTSVILLE ENGINEERING DIVISION**

PROJECT NAME AND NUMBER: \_\_\_\_\_

ESTIMATE NUMBER: \_\_\_\_\_

PERIOD FROM: \_\_\_\_\_

TO \_\_\_\_\_

CONTRACT DURATION  
START DATE: \_\_\_\_\_

DAYS

END DATE: \_\_\_\_\_

1/0/00

TOTAL CONTRACT TIME (3) \_\_\_\_\_ 0 \_\_\_\_\_ DAYS

TIME C.O. # 1  
TIME C.O. # 2  
TIME C.O. # 3

CONTRACT DAYS REMAINING \_\_\_\_\_ 0 \_\_\_\_\_

TOTAL CONTRACT AMOUNT (1)

AS AWARDED

\$ \_\_\_\_\_ - CURRENT \$ \_\_\_\_\_ -

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

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

\$ \_\_\_\_\_ -

LIQUIDATED DAMAGES PER DAY

200

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

\$ \_\_\_\_\_ -

A: % OF TIME ELAPSED:

TIME ELAPSED TO DATE

TOTAL CONTRACT TIME (3) \_\_\_\_\_ 0 \_\_\_\_\_

DAYS  
DAYS

=

B: PROJECT COMPLETION:

TOTAL EARNED TO DATE (2)

TOTAL CONTRACT AMOUNT \_\_\_\_\_ -

=

#DIV/0!

C: PROGRESS OF WORK:

B - A: =

**CONTRACTORS CERTIFICATE**

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

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

SIGNATURE

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

**APPROVED FOR PAYMENT**

BY: \_\_\_\_\_

CONSTRUCTION INSPECTOR

BY: \_\_\_\_\_

KATHY MARTIN, CITY ENGINEER  
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: \_\_\_\_\_

PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS  
COMPLETED: \_\_\_\_\_



## **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: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

## ATTACHMENT "I"

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

## A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Miller & Miller, Inc.
- City of Huntsville current taxpayer identification number (if available): 29355  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership<br>(check appropriate box)                             | Entity I. D. Number<br>& Applicable State            |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC (Multi-Member)                              | Number & State:                                      |
| <input checked="" type="checkbox"/> Corporation                          | Number & State: <u>012-680 Alabama</u>               |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Mark E. Miller Title (if applicable): President  
Type or legibly write name: Mark E. Miller Date: 2/25/25



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## 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 **Miller & Miller, Inc.** (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.

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") 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 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).



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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 aliens 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 aliens 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 alien 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 provide to the Employer a manual (the E-Verify User Manual) containing instructions 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 alien 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 alien 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 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



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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 non-match 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, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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 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.



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6. 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 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 alien 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 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 both sections 1 and 2 of the Form I-9 have 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. 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. 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 uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its 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 of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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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(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo 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 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



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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**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. 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 not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, 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, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to 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. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the





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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. 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.

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

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract 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-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired 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 E-Verify User Manual. 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.

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



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### **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 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 tentative nonconfirmation.
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 Numident) 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 automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
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.
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



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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 (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **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 the E-Verify System, 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. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor 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 non-Federal contractor participants, 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, 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 IIRIRA 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.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 311572

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 Miller & Miller, Inc.****Mary E Pruitt**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/15/2010

Date

**Department of Homeland Security – Verification Division****USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

03/15/2010

Date



Company ID Number: 311572

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**Information Required for the E-Verify Program****Information relating to your Company:**Company Name: Miller & Miller, Inc.Company Facility Address: 2106 Miller Ferry WayHuntsville, AL 35801Company Alternate  
Address:County or Parish: MADISON

Employer Identification

Number: 630434945North American Industry  
Classification SystemsCode: 238

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

• ALABAMA

1 site(s)



Company ID Number: 311572

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

|                   |                                      |             |                         |
|-------------------|--------------------------------------|-------------|-------------------------|
| Name:             | <b>Mark E Miller</b>                 | Fax Number: | <b>(256) 882 - 2864</b> |
| Telephone Number: | <b>(256) 882 - 6200</b>              |             |                         |
| E-mail Address:   | <b>mmiller@miller-miller-inc.com</b> |             |                         |

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of  
Miller & Miller, Inc. (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.



Mark E. Miller

Title: 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:

- a. 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: \_\_\_\_\_



Name of Certifying Official (print): Mark E. Miller

Title: President

Date of Certification (mm/dd/yyyy): 02/25/2025

## **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"**

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

**BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:**

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of the—above mentioned' domestic iron or steel products becomes impractical as a result of a national emergency, national strike, or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor."

## ATTACHMENT "N"

**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 "O"****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 multitape 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 "P"** **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.

**Do not make substitutions:** 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.

**Warranty:** 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.

Mastervalue: 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 Ametek 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 and/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:

¾" – 1" pipe – minimum depth cover is 12"

1 ½" – 1 ½" 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 may 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.

**ATTACHMENT "Q"****LANDSCAPE MAINTENANCE GUIDELINES**

- A. Begin maintenance at the commencement of Work of this section and continue until Substantial Completion, as part of Work of this section.
- B. Continue maintenance for a Maintenance Period of **6 months** after the date of Substantial Completion.
- C. Provide labor, materials, equipment, and means for proper maintenance of all materials and workmanship.
- D. Supervision: submit a written report and conduct a joint inspection with Landscape Architect maintenance program and procedures, at inspection for Substantial Completion.
- E. Maintenance of trees, shrubs, sod, and seed: Maintain all plants in a growing, well-formed, healthy condition by watering, fertilizing, pruning, weeding, spraying, wrapping, straightening, and replacement or by other necessary maintenance operations.
- F. Watering: Monitor the owner's automatic watering system and schedule for proper watering of all plant material.
- G. Advise the Landscape Architect immediately in writing of recommended alterations due to weather or other conditions.
- H. Water landscaped areas not covered by automatic watering system as frequently as necessary to maintain proper moisture level, using the following schedule as a guide:
  - I. Twice a month during March, April, and May. Once a week during June, July, August, September
  - J. No watering from October through February, except in drought conditions
- K. Resodding: Rework and resod areas that fail to show a uniform stand of grass. Perform work with the same kind of sod applied and repeated until all areas are covered with a uniform stand of grass.
- L. Reseeding: Rework and reseed areas, which fail to show a uniform stand of grass. Perform work with the same kind of seed applied and repeated until all areas are covered with a uniform stand of grass.
- M. Pruning: Remove dead wood as it becomes evident. Remove living portions of plants only at the direction of the Landscape Architect.
- N. Wilt-proofing: Apply approved anti-desiccant to all evergreen trees during the last two weeks of October (except pines).
- O. All Turf Areas: Two applications (fall and winter) of chemical pre-emergent spray have been approved. Two applications (during the growing season) of chemical contact spray (approved by owner).

- P. Spraying: For each spraying combine approved insecticide and fungicide to provide maximum protection for all plant materials. Three sprayings annually; in March, May and August. (Must be approved by owner)
- Q. Weeding (Beds): Two applications (Spring and Fall) of chemical pre-emergent spray, approved. Herbicide applications (during the growing season) of chemical contact spray (approved by owner). Two days per month (every two weeks) manual weeding (by hand) from March 1 through September 30; remove all visible weeds. All sedges must be chemically treated, not manually eradicated.
- R. Mulching: Keep planting areas neat and uniformly mulched to a specified depth continuously. In addition to replacing and re-spreading mulch as necessitated during the maintenance period completely replenish mulch in all planting areas one time (during the last month of the one-year guarantee period or as directed by the Landscape Architect.)
- S. Straightening: Maintain plants in their stable upright position and at the proper grade by straightening and tightening staking and guying apparatus and as approved by the Architect.
- T. Clean-up: Keep all planting areas neat, weeded, and uniformly mulched continuously. Clean up adjacent walks and pavement were lettered because of maintenance operations, continuously.
  - (1) *The 6-month maintenance period following Substantial Completion will be considered a lump sum item to be addressed as an item included in the contract.*

**SUPPLEMENT TO GENERAL REQUIREMENTS**  
**FOR**  
**CONSTRUCTION OF PUBLIC IMPROVEMENTS**  
**MONROE STREETSCAPE FROM WILLIAMS AVENUE TO CLINTON AVENUE**  
**PROJECT #71-21-SP27**  
**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 Training Room 624 on the 6th Floor at 305 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, Engineering Department, 305 Fountain Circle, Huntsville, AL 35801.

### **3. QUANTITIES**

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

### **4. CHANGE ORDERS**

#### **(A) Changes in the Work**

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

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

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the 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.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The 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 40 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. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)**

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 |                  | Liquidated Damages Daily Charge |          |
|--------------------------|------------------|---------------------------------|----------|
| More Than                | To and Including | Calendar Day or Fixed Date      | 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 |

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

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

|           |                         |
|-----------|-------------------------|
| \$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 of 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 City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

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

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

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

## **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](http://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 three (3) 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)

      (company name)       hereby gives Legal Notice of Completion of Contract with       (project name)      ,       (project no.(s))       located in the City of Huntsville, Alabama. All claims should be filed at       (company address)       during this period of advertisement, i.e. June 17, 24, July 1, 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 MicroStation .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 US Survey Feet, no sub-units, and 1000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

**Record Drawing Criteria, unless otherwise noted by City Engineer:**

1. **Roadways:**

- a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**

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



### 3. Storm Drainage:

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

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

- ii. Vertical location (to verify positive drainage)

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

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

#### Checklist for review of record drawings:

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

Any other changes that may have occurred during construction.

#### LEVEL SYMBOLOGY

| DESIGN LEVEL | CONTENTS                    | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|-----------------------------|-----------|-------|--------|-----------|------|-----------|
| 1            | State Plane Coordinate Grid | 0         | 0     | 0      | 20        | 0    |           |
| 2            | Benchmarks                  | 0         | 0     | 0      |           |      |           |
| 3            | Street Text                 | 0         | 3     | 0      | 20        | 0    |           |
| 4            | Street R/W                  | 7         | 0     | 0      |           |      |           |
| 5            | Street Centerline           | 7         | 0     | 0      |           |      |           |
| 6            | Street Pavement             | 0         | 3     | 0      |           |      |           |
| 6            | Proposed Street Pavement    | 3         | 16    | 0      |           |      |           |
| 7            | Parking Lots                | 1         | 3     | 1      |           |      |           |
| 8            | Secondary Roads             | 2         | 3     | 0      |           |      |           |
| 8            | Trails                      | 3         | 3     | 0      |           |      |           |
| 9            | Secondary Roads/Trails Text | 0         | 3     | 0      | 20        | 0    |           |
| 10           | Sidewalks                   | 5         | 3     | 0      |           |      |           |

|    |                                                                 |   |     |   |       |    |                  |
|----|-----------------------------------------------------------------|---|-----|---|-------|----|------------------|
| 11 | Bridges/Culverts                                                | 0 | 0   | 0 |       |    |                  |
| 12 | Hydrology - Major                                               | 6 | 1   | 0 |       |    |                  |
| 12 | Hydrology - Minor,<br>Ditches                                   | 7 | 1   | 0 |       |    |                  |
| 13 | Hydrology - Text                                                | 0 | 1   | 0 | 25    | 23 |                  |
| 14 | Tailings & Quarries,<br>Athletic<br>Fields/Text, misc.<br>areas | 0 | 1   | 0 |       |    |                  |
| 15 | City Limits/County<br>Line                                      | 1 | 0   | 3 |       |    |                  |
| 16 | City /limit text                                                | 0 | 0   | 1 | 30    | 0  |                  |
| 17 | Railroad Tracks<br>(Patterned)                                  | 0 | 2   | 0 |       |    | RR               |
| 18 | Railroad Text                                                   | 0 | 2   | 0 | 25    | 0  |                  |
| 19 | Railroad R/W                                                    | 2 | 2   | 0 |       |    |                  |
| 20 | Utility Poles (Cell)                                            | 0 | 5   | 0 |       |    | P POLE           |
| 21 | Utility Easements                                               | 3 | 5   | 0 |       |    |                  |
| 22 | Utility Text                                                    | 0 | 5   | 1 |       |    |                  |
| 23 | Geographic Names                                                | 0 | 3   | 1 |       |    |                  |
| 24 | Building Structures                                             | 0 | 0   | 0 |       |    |                  |
|    | Pools and Text                                                  | 0 | 1   | 0 | 10    | 1  |                  |
| 24 | Future Site of<br>Structures                                    | 2 | 0   | 0 |       |    | STRUCT           |
|    | Existing Structures<br>(exact location and<br>shape unknown)    | 2 | 0   | 0 |       |    | STRCEX           |
| 25 | Property Lines                                                  | 6 | 6   | 1 |       |    |                  |
| 26 | Cadastral Polygons                                              | 6 | 6   | 0 |       |    |                  |
| 27 | Ownership Text                                                  | 0 | 6   | 1 |       |    |                  |
| 28 | Cemeteries/Text                                                 | 4 | 6   | 0 | 10    | 1  |                  |
| 29 | Lot Numbers                                                     |   |     |   | 25    | 0  |                  |
| 30 | Block Numbers                                                   |   |     |   | 30    | 0  |                  |
| 31 | Addition Names                                                  | 0 | 0   | 0 | 35    | 0  |                  |
| 32 | Open                                                            |   |     |   |       |    |                  |
| 33 | Lot Ticks                                                       |   |     |   |       |    |                  |
| 34 | Lot Lines/Property<br>Lines                                     | 6 | 6   | 0 |       |    |                  |
| 35 | Trees/Hedge Rows                                                | 0 | 6   | 0 | AS=1  |    | TREES            |
| 36 | GPS Monuments                                                   | 0 | 5   | 0 | 15    | 0  | GPS              |
| 37 | 2' Topo Contour                                                 |   |     |   |       |    |                  |
| 38 | 5' Topo Contour                                                 | 0 | 7   | 0 |       |    |                  |
| 39 | 25' Major Topo<br>Contour                                       | 0 | 7   | 0 |       |    |                  |
| 40 | X Spot Elevation                                                | 0 | 7   | 0 |       |    |                  |
| 41 | FEMA<br>Monuments/Labels                                        | 0 | 3/0 | 0 | 18    | 1  | GPSPNT           |
| 42 | Quarter Sections                                                |   |     |   |       |    |                  |
| 43 | Section Lines                                                   | 0 | 5   | 0 |       |    |                  |
| 44 | Features                                                        | 0 | 2   | 0 |       |    |                  |
| 44 | Cell Towers                                                     | 0 | 12  | 0 | AS=1  |    | CELTWR           |
| 45 | Fences (Pattern)                                                | 0 | 8   | 0 | AS=1  |    | FENCE            |
| 46 | Format/Legend                                                   | 0 | 0   | 0 |       |    | Limleg<br>Madleg |
| 47 | Mass Points                                                     | 0 | 7   | 2 |       |    |                  |
| 48 | Break Lines                                                     | 0 | 7   | 2 |       |    |                  |
| 49 | Open                                                            |   |     |   |       |    |                  |
| 50 | Signs                                                           |   |     |   |       |    |                  |
| 51 | Open                                                            |   |     |   |       |    |                  |
| 52 | Open                                                            |   |     |   |       |    |                  |
| 53 | Open                                                            |   |     |   |       |    |                  |
| 54 | Open                                                            |   |     |   |       |    |                  |
| 55 | Open                                                            |   |     |   |       |    |                  |
| 56 | Property Address                                                | 0 | 1   | 0 |       |    |                  |
| 57 | Text Tag for                                                    | 0 | 1   | 0 | 10-20 | 1  |                  |

|    |                                     |  |  |  |  |  |  |
|----|-------------------------------------|--|--|--|--|--|--|
|    | Buildings                           |  |  |  |  |  |  |
| 58 | Open                                |  |  |  |  |  |  |
| 59 | Open                                |  |  |  |  |  |  |
| 60 | Open                                |  |  |  |  |  |  |
| 61 | Open                                |  |  |  |  |  |  |
| 62 | Monuments for Setup<br>(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.





# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

**MONROE STREETScape FROM WILLIAMS AVENUE**  
**TO CLINTON AVENUE**  
**Project No. 71-21-SP27**  
**February 18, 2025**

**Addendum #1**

Attached are the Pre-Bid Minutes from the meeting held on Tuesday, February 18, 2025, in the 6th Floor Training Room 624, 305 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 [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). 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**  
**Cut Sheets for Owner Supplied Items**

**END OF ADDENDUM #1**

**The Star of Alabama**

# PRE-BID MEETING

## MINUTES

PROJECT NAME: Monroe Streetscape from Williams Avenue to Clinton Avenue

PROJECT NUMBER: 71-21-SP27

DATE: February 18, 2025

PROJECT ENGINEER: Alan Clements

PROJECT INSPECTOR: Lester Jones & Stephen Few

|                     |                         |
|---------------------|-------------------------|
| Mark Seeley         | Miller & Miller         |
| Patrick Greenwell   | Water Water Everywhere  |
| Adrianna Manginelli | Schoel                  |
| Grant Donnelly      | Schoel                  |
| Chase Cosby         | Shoals Electric         |
| Tyler Ramsey        | Rogers Group            |
| Colby Yadacus       | Grayson Carter & Son    |
| Kevin Sawyer        | Lambert Contracting     |
| Walker Styles       | COH Engineering         |
| Lester Jones        | COH Engineering         |
| Alan Clements       | COH Engineering         |
| Mary Ridgeway       | COH Engineering         |
| Angela Gurley       | COH Engineering         |
| Garris Bugg         | COH Traffic Engineering |

### 1. Introduction of all persons present

- Alan stated that Adrianna and Grant with Schoel are the engineers that produced the plans and specification details for this project. Alan stated they should be able to answer any questions during the meeting and anything that cannot be answered will be addressed in the addendum.



## 2. Work Description (Project Scope)

Alan said this project is basically cleaning up Monroe Street in front of the Von Braun Center after the hotel construction is complete.

Alan said this project consists of approximately 1,000 LF of streetscaping improvements to include new sidewalks, streetlighting, landscaping, irrigation and asphalt resurfacing. Alan said that the intent is to have a new road to go with the streetscaping that will be done.

Alan said the west side of the project will essentially be untouched with the exception of the paver crosswalk that will be installed. Alan said the pavers for the crosswalk will be the same as what was used at the intersections of all downtown roadways. Alan said they will be the 40' wide and will have concrete and will be ADA accessible. Alan said additional information regarding the pavers will be provided in the addendum.

Alan said due to the time constraint for this project, the city is going to try and procure the streetlights and the bollards that will be provided by the owner. Alan said he has talked with Chris Gibson and the contractor can arrange to have the streetlights and bollards delivered and stored on his yard until time for installation.

Alan said he will provide cut sheets for the bollards and streetlights.

Grant stated that three special provisions will be added to the addendum to cover the pavers, streetlights, traffic and pedestrian traffic control for pedestrian safety. Alan said due to some large events that will be going on during this project it will help to have a pedestrian route that is adequate and safe.

## 3. Permits (Provide copies of all permits as part of the Contract)

- a. ADEM (NPDES) – The contractor will be responsible for obtaining the permit and QCI. Alan said any costs associated with the application, submittal, close out and maintenance will be incidental to mobilization.

## 4. Utility Project Notification

- a. Alan said the contractor will be responsible for locating and coordinating the existing utilities.

## 5. Conflicting Projects

- a. Alan said the contractor will need to call 811 for locates. Alan said the streetlight circuits are owned by Huntsville Utilities and the contractor will need to call Chris Gibson for the circuit locates because 811 includes everything but the city streetlight.

- b. Alan said there is a 12" water main on the west side of the road and a 6" gas main on the east side of the road.

#### 6. Schedule of Work

- a. Critical Path – Alan said there will be no deductions for time if the options are not awarded. Alan said he feels like the critical path is going to be the crosswalk and streetlights.
- b. Need by first payment
- c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

#### 7. 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.
  - f. Schedule for review of shop drawings/material submittals.
- Alan said the milling will begin at the intersection of Williams Avenue and continue to the intersection of Clinton Avenue. Alan said the road is in pretty good shape with the exception of the area next to the hotel and the plan is to do a 1-1/2 inch mill and overlay. Alan said there is an item set up in the event that some kind of subgrade failures are encountered.
  - Alan said there are a few items missing that will be added in the addendum. Alan said once Garriss provides detail for the traffic signal loops, an item will be added.
  - Alan said a lump sum item will be added for landscape maintenance due to the city requiring the landscape to be maintained for a six (6) month period.
  - Alan said Option #1 is for the removal of all the dirt that has been stockpiled for the hotel construction, and for the removal and replacement of the sidewalk.
  - Alan said the island will be removed with all landscaping replaced, irrigation, streetlights and 40' wide paver crosswalks to make it more accessible.
  - Alan said there is also a section of sidewalk that is not in this project but in the event, it does not get done a scope of the work will be added to this project. Alan said it will be a standard joint city sidewalk. Alan said the work has a staggered brick pattern so he will provide the joint details.

- Alan said the dirt along the retaining wall by the hotel will be removed, the sidewalk will be installed and tied back in with sod. Alan said the hotel will be responsible for the landscaping.
- Alan said there is a large 7' x 5' reinforced concrete box culvert that is shallow that is approximately 3 ft. below the existing grade of the sidewalk, as well as fiber that runs parallel to the box culvert.
- Alan said Option #2 for a handicap ramp at Big Spring Park that will have a switchback handicap accessible ramp to the parking deck hotel. Alan said the detail for this will also be included in the addendum.
- Alan said Option #3 was added if Rogers Group is unable to complete the initial cleanup of the hotel project. Alan said in addition to the cleanup Rogers Group is going to try and install the storm pipe and remove and replace some pavement that was torn up during the construction process. Alan said this will allow for an asphalt surface when the work begins on the island on the west side of the roadway.

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

46. 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.

- g. Alan said hand drawn As-Builts will be required for the streetlights and irrigation.
- h. Calendar Days to complete project – ninety (90).
- i. Council Approval – March 13, 2025
- j. Anticipated Notice-to-Proceed – between 3/14 and 3/28

#### 8. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment “A”) on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The thumb/flash drive 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 thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, 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 ....”

#### 9. 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.

10. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

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.

Lane closures are only allowed in off-peak hours unless otherwise approved by project engineer.

Contractor is responsible for maintaining roadway drainage and preventing ponding of water within the construction limits throughout the duration of the project.

11. 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.

12. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)  
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.

### 13. Questions?

Q: Mark asked about the intersections and the milling.

A: Alan stated milling would start at the intersection of Williams Avenue and end at the intersection of Clinton Avenue.

Q: Mark asked what the intent is for the landscape within the Option 1 limits.

A: Alan said the contractor will remove the dirt, add the sidewalk and the sod.

Q: Mark asked if the brick color will match what is in the center of Holmes Avenue.

A: Alan said yes. Grant added that the color is Heritage Buff.

Q: Chase asked which size conduit will need to be used.

A: Alan said he will provide clarification in the addendum.

Q: Patrick asked about the road bore that shows to tie into the valve.

A: Grant said clarification will be provided in the addendum.

Q: Mark asked if night and weekend work will be allowed.

A: Alan said he did not think that would be an issue. Lester suggested notifying Natural Resources prior to the start of work to get approval.

Q: Mark asked if a traffic control plan will be provided.

A: Alan said no.

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 **Thursday, February 20, 2025, until 5:00 p.m.** via email to: **mary.ridgeway@huntsvilleal.gov**

Response to contractor questions will be **Friday, February 21, 2025, until 5:00 p.m.**

**Bids open: Tuesday, February 25, 2025, at 3:00 p.m.** in the **6th Floor Training Room 624**, 305 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.

Meeting Adjourned.

# Huntsville Engineering to Purchase

City of Huntsville - ~~71-23-SP06~~

~~24-11024-2~~

~~7/20/2024~~

Marroe Streetscape  
71-21-SP27

10 ( 18' Streetlights  
LED Fixtures  
Banner Arms

60 ( Yorkshire Bollards (Non Lit)  
Cast Iron  
Black  
to include Bases & Mounting )



City of Huntsville - 71-23-SP06

Submitted By  
ARMS, JACKSON

| Type | Manufacturer/Brand | Catalog Number                                                                                                     |
|------|--------------------|--------------------------------------------------------------------------------------------------------------------|
|      | ABL-Holophane      | <u>WAE3 P70 40K MVOLT EN GL3 BK</u><br><u>SK TBK PR7 PCLL</u>                                                      |
|      | ABL-Holophane      | <u>NYS 18 FTB 17D C03 BK ABG</u><br><u>BWKT 1700R 1200BC 075AB</u><br><u>TRANSP0 SPM4075XL</u><br><u>RFD346428</u> |
|      | ABL-Holophane      | <u>WAE3 P70 40K MVOLT EN GL3 BK</u><br><u>SK TBK PR7 PCLL</u>                                                      |
|      | ABL-Holophane      | <u>NYS 18 FTB 17D C03 BK ABG</u><br><u>BWKT 1700R 1200BC 075AB</u><br><u>TRANSP0 SPM4075XL</u><br><u>RFD346428</u> |

City of Huntsville - 71-23-SP06

Submitted By  
ARMS, JACKSON

TBK PR7 PCLL

Note:



|                |      |
|----------------|------|
| Catalog Number |      |
| Notes          | Type |



|                                                      |                       |                                |
|------------------------------------------------------|-----------------------|--------------------------------|
|                                                      |                       |                                |
| Modern Style,<br>Hinged Door                         | State Street<br>Style | Enhanced Style,<br>Hinged Door |
| Maximum weight:<br>65 lbs.                           | 80 lbs.               | 80 lbs.                        |
| Maximum effective<br>projected area:<br>2.26 sq. ft. | 2.26 sq. ft.          | 2.26 sq. ft.                   |

## WAE3

Washington Postlite LED3 Series



## SPECIFICATIONS

### General Description

The Washington Postlite LED 3 Utility is styled to replicate the acorn luminaires that lighted streets in the first half of the 20th century. Designed for superior light control, ease of installation, and maintenance, the Washington Postlite has a precision prismatic glass optical system for true street lighting performance as well as beauty. The large acorn-shaped luminaire, contains a powerful, stalk-mounted Chip-On-Board, LED platform with a precision optical system that maximizes foot spacings while maintaining uniform illumination.

### Mechanical Specifications

- The luminaire housing shall:
  - Be heavy grade A360 cast aluminum (aluminum with < 1% copper)
  - The glass optic is bolted onto to a gasketed top housing plate, using three stainless steel bolts that form an IP66 seal of the optical assembly.
  - The housing provides an enclosure for a plug-in electrical module
  - The housing accepts 3" high by 2-7/8" to 3-1/8" O.D. pole tenon and offers stainless steel set screws to securely fasten the luminaire to pole tenon

### Available in three styles:

- MS Housing: Fluted decorative housing with hinge door, tool-less entry
- EN Housing: Leaf-styled decorative housing with hinge-door, tool-less entry
- STS Housing: Leaf-styled decorative housing with pop-off door

### The finish shall:

- Utilize a polyester power coat paint to ensure maximum durability
- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxxx) paint colors are Super Durable Corrosion Resistant, 90% gloss.

### Electrical Specifications

The driver shall meet the following requirements:

- Certified by UL or CSA for wet locations
- A programmable electronic driver with 0-10V dimming control leads
- LEDs shall have a minimum of 70 CRI and available in 2700K, 3000K, 4000K, and 5000K CCT
- The electrical system shall be designed to meet ANSI/IEEE C62.41.2 and shall offer a 10kV/5kA surge protection, fail off, as standard with an upgradable 20kV/10kA surge protection, fail off with indicator light, option
- Lumen output can be customized prior to manufacturing by way of FPDOx Options
- The electrical components are mounted on an aluminum plate that is removable with minimum use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. For photoelectric operation, the electrical module is provided with an EET-NEMA twist-lock photocell receptacle.

### Optical Specifications

The optical system is IP66 rated and consists of a precisely molded thermal resistant borosilicate glass refractor and top reflector mounted within various decorative ribs and banding configurations. The top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft up-light component to define the traditional acorn shape of the luminaire. The lower refractor uses precisely molded prisms to maximize pole spacings while maintaining uniform illuminance. Two refractors are available, designed for IES type III and V distributions. Lunar Optics shielding is available for asymmetric and symmetric distributions.

### Control Options

The control options shall include, but not limited to, the following:

- Field adjustable output to adjust output to luminaire - AO
- Long life photocontrol, 20 years - PCLL, P34 and P48 with DTL
- 7 pin receptacles internally in housing (PR7) or inside glass mounted (PRTE - not for use with photocontrols & nodes must have photocontrol disabled)
- nLight Air RS80R6 outdoor fixture-mounted motion and photo-sensor, features a dual radio to communicate wirelessly to other nLight Air devices for group response to motion, on/off control in response to daylight and by switch, RS80R6
- Fixture embedded nLight Air network interface for individual fixture control and dimming, NLAIR2

### Certification and Standards

- Luminaire shall be UL or CSA
- Suitable for operation in an ambient temperature up to 40°C / 105°F per UL or CSA certification
- LM79 compliant
- DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check with the DLC Qualified Products List at [www.designlights.org/dlc/](http://www.designlights.org/dlc/) to confirm which versions are qualified.

### Government Procurement

BAA - Buy American Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA - Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to [www.buyusa.gov](http://www.buyusa.gov) for additional information.

### Warranty - 5 Years Limited

This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty](http://www.acuitybrands.com/support/warranty) or [www.holophane.com](http://www.holophane.com)

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

City of Huntsville - 71-23-SP06

TBK PR7 PCLL

Submitted By  
ARMS, JACKSON

Note:

## WAE3

Washington Postlife LED3 Series



## ORDERING INFORMATION

Example: WAE3 P30 30K MVOLT MS GL3 BK BBR TBK AO

| Series                        | LED Performance Package                                                                                                                                                                              | LED Color Temperature                                            | Voltage                                                                      | Housing Style                                                                            |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| WAE3 Washington Postlife LED3 | P10 3,200 nominal lumens<br>P20 5,300 nominal lumens<br>P30 8,100 nominal lumens<br>P40 11,200 nominal lumens<br>P50 13,300 nominal lumens<br>P60 16,200 nominal lumens<br>P70 19,100 nominal lumens | 27K 2700K CCT<br>30K 3000K CCT<br>40K 4000K CCT<br>50K 5000K CCT | MVOLT Auto-Sensing 120-277V 56/60 HZ<br>HVOLT Auto-Sensing 347-480V 56/60 HZ | MS Modern Style, Hinged Door<br>EN Enhanced Style, Hinged Door<br>STS State Street Style |

| Optics                                                                                                           | Housing Color                                                                                                                                                                                                                                              | Trim                                                                                                                                                                                                                                                                | Trim Color                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GL3 Glass, Type III<br>GL5 Glass, Type V<br>GL3LU Glass, Type III Lunar Optic<br>GL5LU Glass, Type V Lunar Optic | BK Black<br>BZ Bronze<br>GH Graphite<br>GN Green<br>GR Grey<br>PP Prime Paint<br>WH White<br>CMC Custom Match Color Finish<br>XX Standard finish, TBD<br>RALxxxxSDCR RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number. | BD Bud Finial<br>OR Ornate Finial<br>BBR Bud Finial, Band and Ribs<br>SBR Spike Finial, Band and Ribs<br>OBR Ornate Finial, Band and Ribs<br>BMB Band, Medallions and Bud Finial<br>BMS Band, Medallions and Spike Finial<br>BMO Band, Medallions and Ornate Finial | TBK Black<br>TBZ Bronze<br>TGH Graphite<br>TGL Gold<br>TGN Green<br>TGR Grey<br>TPP Prime Paint<br>TWH White<br>TCMC Custom Match Color Finish<br>TXX Standard Finish, TBD<br>TRALxxxxSDCR RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number. |

| Options: Option Compatibility Matrix on page 3 of 4                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                           |                                                                                                                                                                      |                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| CONTROLS OPTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DRIVER ELECTRICAL OPTIONS                                                                                 | PREWIRED LEAD OPTIONS                                                                                                                                                | COVER OPTIONS                                                                                                                           |
| AO Field Adjustable Output<br>PR7 NEMA twistlock dimming photocontrol receptacle - 7 pin<br>PR7E NEMA twistlock dimming photocontrol receptacle - 7 Pin (Under Glass)<br>PK11 Long Life DTL Twistlock Photocontrol for Solid State, MVOLT<br>P34 Long Life DTL Twistlock Photocontrol for Solid State, 347V<br>P48 Long Life DTL Twistlock Photocontrol for Solid State, 480V<br>SH Shorting Cap<br>RSBOR6 nLight Motion Sensing Photocontrols<br>NLTAIR2 nLight RIO 2.0 Antenna | FPDxx Factory Programmed Driver<br>20KV Extreme surge protection 20KV/10kA, fail off with indicator light | L1H 1.5 ft prewired leads<br>L03 3 ft prewired leads<br>L10 10 ft prewired leads<br>L20 20 ft prewired leads<br>L25 25 ft prewired leads<br>L30 30 ft prewired leads | FC Full Cover<br>SHC Shorewood 1/2 cover<br><br>NEMA LABEL OPTIONS<br>NL1X1 1"X1" ANSI Wattage Label<br>NL 2x2 2"X2" ANSI Wattage Label |

Accessories: Order as separate catalog number.

## HOUSE-SIDE SHIELD OPTIONS

|           |                                            |
|-----------|--------------------------------------------|
| WLEDHS90  | House Side Shield solid 90 Degree          |
| WLEDHS12  | House Side Shield solid 120 Degree         |
| WLEDHS18  | House Side Shield solid 180 Degree         |
| WLEDHSS90 | House Side Shield solid 90 Degree (lunar)  |
| WLEDHSS12 | House Side Shield solid 120 Degree (lunar) |
| WLEDHSS18 | House Side Shield solid 180 Degree (lunar) |





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## LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use the factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F)

| Ambient Temp |     | Lumen Multiplier |                         |
|--------------|-----|------------------|-------------------------|
| °C           | °F  | P10, P20         | P30, P40, P50, P60, P70 |
| 0            | 32  | 1.03             | 1.04                    |
| 5            | 41  | 1.02             | 1.04                    |
| 10           | 50  | 1.02             | 1.03                    |
| 15           | 59  | 1.01             | 1.02                    |
| 20           | 68  | 1.01             | 1.01                    |
| 25           | 77  | 1.00             | 1.00                    |
| 30           | 86  | 0.99             | 0.99                    |
| 35           | 94  | 0.99             | 0.98                    |
| 40           | 104 | 0.98             | 0.97                    |

## PROJECTED LED LUMEN MAINTENANCE

Data references the extrapolated performance projections for the platforms noted in 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Lumen Maintenance - LLD (Same for all LED packages) |   |        |        |        |        |        |
|-----------------------------------------------------|---|--------|--------|--------|--------|--------|
| Hours                                               | 0 | 25,000 | 36,000 | 50,000 | 60,000 | 75,000 |
| Factor                                              | 1 | 0.96   | 0.94   | 0.91   | 0.90   | 0.87   |

The italicized data is extrapolated beyond the TM-21 standard.

## PERFORMANCE DATA with the following TRIM/FINIAL options: BD, SK &amp; OR

| Performance Package | Distribution | Input Watts | 27K (2700K CCT, 70 CRI) |     |   |   |   | 30K (3000K CCT, 70 CRI) |     |   |   |   | 40K (4000K CCT, 70 CRI) |     |   |   |   | 50K (5000K CCT, 70 CRI) |     |   |   |   |
|---------------------|--------------|-------------|-------------------------|-----|---|---|---|-------------------------|-----|---|---|---|-------------------------|-----|---|---|---|-------------------------|-----|---|---|---|
|                     |              |             | Lumens                  | LPW | B | U | G | Lumens                  | LPW | B | U | G | Lumens                  | LPW | B | U | G | Lumens                  | LPW | B | U | G |
| P10                 | GL3          | 22          | 2,785                   | 177 | 1 | 4 | 3 | 3,162                   | 144 | 1 | 4 | 3 | 3,221                   | 146 | 1 | 4 | 3 | 3,279                   | 149 | 1 | 4 | 3 |
|                     | GL5          |             | 3,021                   | 137 | 2 | 3 | 2 | 3,429                   | 156 | 2 | 4 | 2 | 3,493                   | 159 | 2 | 4 | 2 | 3,556                   | 162 | 2 | 4 | 3 |
|                     | GL3LU        |             | 2,433                   | 111 | 1 | 3 | 2 | 2,761                   | 126 | 1 | 3 | 2 | 2,812                   | 128 | 1 | 3 | 2 | 2,864                   | 130 | 1 | 3 | 2 |
|                     | GL5LU        |             | 2,480                   | 113 | 2 | 3 | 1 | 2,814                   | 128 | 2 | 3 | 2 | 2,867                   | 130 | 2 | 3 | 2 | 2,919                   | 133 | 2 | 3 | 2 |
|                     | GL3          |             | 4,626                   | 129 | 1 | 4 | 3 | 5,250                   | 146 | 1 | 5 | 3 | 5,348                   | 149 | 2 | 5 | 3 | 5,445                   | 151 | 2 | 5 | 3 |
| P20                 | GL5          | 36          | 5,017                   | 139 | 3 | 4 | 3 | 5,694                   | 158 | 3 | 4 | 3 | 5,800                   | 161 | 3 | 4 | 3 | 5,905                   | 164 | 3 | 4 | 3 |
|                     | GL3LU        |             | 4,039                   | 112 | 1 | 3 | 2 | 4,585                   | 127 | 2 | 3 | 3 | 4,670                   | 130 | 2 | 3 | 3 | 4,755                   | 132 | 2 | 3 | 3 |
|                     | GL5LU        |             | 4,117                   | 114 | 3 | 3 | 2 | 4,673                   | 130 | 3 | 3 | 2 | 4,760                   | 132 | 3 | 3 | 2 | 4,847                   | 135 | 3 | 3 | 2 |
|                     | GL3          |             | 7,003                   | 125 | 2 | 5 | 4 | 7,949                   | 142 | 2 | 5 | 4 | 8,097                   | 145 | 2 | 5 | 4 | 8,244                   | 147 | 2 | 5 | 4 |
|                     | GL5          |             | 7,595                   | 136 | 3 | 5 | 3 | 8,621                   | 154 | 3 | 5 | 4 | 8,781                   | 157 | 3 | 5 | 4 | 8,941                   | 160 | 3 | 5 | 4 |
| P30                 | GL5          | 56          | 6,116                   | 109 | 2 | 4 | 3 | 6,942                   | 124 | 2 | 4 | 3 | 7,071                   | 126 | 2 | 4 | 3 | 7,199                   | 129 | 2 | 4 | 3 |
|                     | GL3LU        |             | 6,234                   | 111 | 3 | 4 | 3 | 7,076                   | 126 | 3 | 4 | 3 | 7,207                   | 129 | 3 | 4 | 3 | 7,338                   | 131 | 3 | 4 | 3 |
|                     | GL5LU        |             | 9,654                   | 125 | 2 | 5 | 5 | 10,958                  | 142 | 3 | 5 | 5 | 11,161                  | 145 | 3 | 5 | 5 | 11,364                  | 148 | 3 | 5 | 5 |
|                     | GL3          |             | 10,470                  | 136 | 4 | 5 | 4 | 11,884                  | 154 | 4 | 5 | 5 | 12,104                  | 157 | 4 | 5 | 5 | 12,324                  | 160 | 4 | 5 | 5 |
|                     | GL5          |             | 10,470                  | 136 | 4 | 5 | 4 | 11,884                  | 154 | 4 | 5 | 5 | 12,104                  | 157 | 4 | 5 | 5 | 12,324                  | 160 | 4 | 5 | 5 |
| P40                 | GL3LU        | 77          | 8,431                   | 109 | 2 | 4 | 3 | 9,569                   | 124 | 3 | 4 | 4 | 9,747                   | 127 | 3 | 4 | 4 | 9,924                   | 129 | 3 | 4 | 4 |
|                     | GL5LU        |             | 8,593                   | 112 | 3 | 4 | 3 | 9,754                   | 127 | 4 | 4 | 3 | 9,934                   | 129 | 4 | 4 | 3 | 10,115                  | 131 | 4 | 4 | 3 |
|                     | GL3          |             | 11,540                  | 121 | 3 | 5 | 5 | 13,099                  | 138 | 3 | 5 | 5 | 13,342                  | 140 | 3 | 5 | 5 | 13,585                  | 143 | 3 | 5 | 5 |
|                     | GL5          |             | 12,516                  | 132 | 4 | 5 | 5 | 14,206                  | 150 | 4 | 5 | 5 | 14,470                  | 152 | 4 | 5 | 5 | 14,733                  | 155 | 4 | 5 | 5 |
|                     | GL3LU        |             | 10,078                  | 106 | 3 | 4 | 4 | 11,439                  | 120 | 3 | 4 | 4 | 11,651                  | 123 | 3 | 4 | 4 | 11,863                  | 125 | 3 | 4 | 4 |
| P50                 | GL5LU        | 95          | 10,272                  | 108 | 4 | 4 | 3 | 11,660                  | 123 | 4 | 4 | 3 | 11,876                  | 125 | 4 | 4 | 3 | 12,092                  | 127 | 4 | 4 | 3 |
|                     | GL3          |             | 14,019                  | 119 | 3 | 5 | 5 | 15,913                  | 135 | 3 | 5 | 5 | 16,207                  | 137 | 3 | 5 | 5 | 16,502                  | 140 | 3 | 5 | 5 |
|                     | GL5          |             | 15,204                  | 129 | 4 | 5 | 5 | 17,258                  | 146 | 4 | 5 | 5 | 17,577                  | 149 | 4 | 5 | 5 | 17,897                  | 152 | 4 | 5 | 5 |
|                     | GL3LU        |             | 12,243                  | 104 | 3 | 5 | 4 | 13,896                  | 118 | 3 | 5 | 4 | 14,154                  | 120 | 3 | 5 | 5 | 14,411                  | 122 | 3 | 5 | 5 |
|                     | GL5LU        |             | 12,478                  | 106 | 4 | 5 | 3 | 14,164                  | 120 | 4 | 5 | 4 | 14,426                  | 122 | 4 | 5 | 4 | 14,689                  | 124 | 4 | 5 | 4 |
| P60                 | GL3          | 118         | 16,518                  | 113 | 3 | 5 | 5 | 18,749                  | 128 | 3 | 5 | 5 | 19,097                  | 131 | 3 | 5 | 5 | 19,444                  | 133 | 3 | 5 | 5 |
|                     | GL5          |             | 17,914                  | 123 | 4 | 5 | 5 | 20,334                  | 139 | 4 | 5 | 5 | 20,711                  | 142 | 5 | 5 | 5 | 21,088                  | 144 | 5 | 5 | 5 |
|                     | GL3LU        |             | 14,425                  | 99  | 3 | 5 | 5 | 16,374                  | 112 | 3 | 5 | 5 | 16,677                  | 114 | 3 | 5 | 5 | 16,981                  | 116 | 3 | 5 | 5 |
|                     | GL5LU        |             | 14,703                  | 101 | 4 | 5 | 4 | 16,689                  | 114 | 4 | 5 | 4 | 16,998                  | 116 | 4 | 5 | 4 | 17,308                  | 119 | 4 | 5 | 4 |
|                     | GL3          |             | 14,703                  | 101 | 4 | 5 | 4 | 16,689                  | 114 | 4 | 5 | 4 | 16,998                  | 116 | 4 | 5 | 4 | 17,308                  | 119 | 4 | 5 | 4 |



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### FPDXX DATA OPTIONS

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 22      |
| FPD95         | 21      |
| FPD90         | 20      |

| P10 27K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 2,786   | 3,021 | 2,433 | 2,480 |
| 2,655   | 2,879 | 2,319 | 2,363 |
| 2,523   | 2,736 | 2,204 | 2,246 |

| P10 30K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 3,162   | 3,429 | 2,761 | 2,814 |
| 3,013   | 3,268 | 2,631 | 2,682 |
| 2,864   | 3,106 | 2,501 | 2,549 |

| P10 40K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 3,721   | 3,493 | 2,812 | 2,867 |
| 3,069   | 3,329 | 2,680 | 2,732 |
| 2,918   | 3,164 | 2,547 | 2,597 |

| P10 50K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 3,279   | 3,556 | 2,864 | 2,919 |
| 3,125   | 3,389 | 2,729 | 2,782 |
| 2,970   | 3,221 | 2,594 | 2,644 |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 36      |
| FPD95         | 33      |
| FPD90         | 32      |
| FPD85         | 29      |
| FPD80         | 28      |
| FPD75         | 26      |
| FPD70         | 24      |

| P20 27K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 4,626   | 5,017 | 4,039 | 4,117 |
| 4,409   | 4,782 | 3,850 | 3,924 |
| 4,192   | 4,546 | 3,660 | 3,730 |
| 3,973   | 4,308 | 3,469 | 3,536 |
| 3,753   | 4,070 | 3,276 | 3,340 |
| 3,532   | 3,830 | 3,083 | 3,143 |
| 3,309   | 3,589 | 2,889 | 2,945 |

| P20 30K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 5,250   | 5,694 | 4,585 | 4,673 |
| 5,004   | 5,427 | 4,370 | 4,454 |
| 4,757   | 5,159 | 4,154 | 4,234 |
| 4,509   | 4,890 | 3,937 | 4,013 |
| 4,259   | 4,619 | 3,719 | 3,791 |
| 4,008   | 4,347 | 3,500 | 3,567 |
| 3,756   | 4,073 | 3,280 | 3,343 |

| P20 40K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 5,348   | 5,800 | 4,670 | 4,760 |
| 5,098   | 5,528 | 4,451 | 4,537 |
| 4,846   | 5,255 | 4,231 | 4,313 |
| 4,593   | 4,981 | 4,010 | 4,088 |
| 4,338   | 4,705 | 3,788 | 3,861 |
| 4,083   | 4,428 | 3,565 | 3,634 |
| 3,826   | 4,149 | 3,341 | 3,405 |

| P20 50K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 5,445   | 5,905 | 4,755 | 4,847 |
| 5,190   | 5,628 | 4,532 | 4,620 |
| 4,934   | 5,350 | 4,308 | 4,392 |
| 4,676   | 5,071 | 4,083 | 4,162 |
| 4,417   | 4,790 | 3,857 | 3,932 |
| 4,157   | 4,508 | 3,630 | 3,700 |
| 3,895   | 4,224 | 3,402 | 3,467 |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 61      |
| FPD95         | 58      |
| FPD90         | 55      |
| FPD85         | 52      |
| FPD80         | 49      |
| FPD75         | 46      |
| FPD70         | 43      |

| P30 27K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 7,003   | 7,595 | 6,116 | 6,214 |
| 6,951   | 7,539 | 6,071 | 6,168 |
| 6,816   | 7,175 | 5,778 | 5,889 |
| 6,277   | 6,808 | 5,482 | 5,588 |
| 5,935   | 6,437 | 5,184 | 5,284 |
| 5,591   | 6,064 | 4,883 | 4,977 |
| 5,243   | 5,687 | 4,579 | 4,668 |

| P30 30K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 7,949   | 8,621 | 6,942 | 7,076 |
| 7,890   | 8,557 | 6,890 | 7,023 |
| 7,509   | 8,144 | 6,558 | 6,684 |
| 7,125   | 7,727 | 6,222 | 6,342 |
| 6,737   | 7,307 | 5,884 | 5,997 |
| 6,346   | 6,883 | 5,542 | 5,649 |
| 5,952   | 6,455 | 5,198 | 5,298 |

| P30 40K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 8,097   | 8,781 | 7,071 | 7,207 |
| 8,037   | 8,716 | 7,018 | 7,153 |
| 7,649   | 8,295 | 6,680 | 6,808 |
| 7,258   | 7,871 | 6,338 | 6,460 |
| 6,863   | 7,442 | 5,993 | 6,108 |
| 6,464   | 7,010 | 5,645 | 5,754 |
| 6,063   | 6,575 | 5,294 | 5,396 |

| P30 50K |       |       |       |
|---------|-------|-------|-------|
| GL3     | GL5   | GL3LU | GL5LU |
| 8,244   | 8,941 | 7,199 | 7,338 |
| 8,183   | 8,875 | 7,145 | 7,283 |
| 7,788   | 8,446 | 6,801 | 6,932 |
| 7,389   | 8,014 | 6,453 | 6,577 |
| 6,987   | 7,578 | 6,102 | 6,219 |
| 6,582   | 7,138 | 5,747 | 5,858 |
| 6,173   | 6,694 | 5,390 | 5,494 |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 77      |
| FPD95         | 74      |
| FPD90         | 71      |
| FPD85         | 67      |
| FPD80         | 63      |

| P40 27K |        |       |       |
|---------|--------|-------|-------|
| GL3     | GL5    | GL3LU | GL5LU |
| 9,654   | 10,470 | 8,431 | 8,593 |
| 9,508   | 10,312 | 8,304 | 8,463 |
| 9,074   | 9,841  | 7,924 | 8,077 |
| 8,631   | 9,361  | 7,538 | 7,683 |
| 8,182   | 8,873  | 7,145 | 7,282 |

| P40 30K |        |       |       |
|---------|--------|-------|-------|
| GL3     | GL5    | GL3LU | GL5LU |
| 10,958  | 11,884 | 9,569 | 9,754 |
| 10,793  | 11,705 | 9,425 | 9,607 |
| 10,299  | 11,170 | 8,994 | 9,168 |
| 9,797   | 10,625 | 8,555 | 8,721 |
| 9,287   | 10,071 | 8,110 | 8,266 |

| P40 40K |        |       |       |
|---------|--------|-------|-------|
| GL3     | GL5    | GL3LU | GL5LU |
| 11,161  | 12,104 | 9,747 | 9,934 |
| 10,993  | 11,921 | 9,600 | 9,784 |
| 10,490  | 11,376 | 9,161 | 9,337 |
| 9,979   | 10,822 | 8,715 | 8,882 |
| 9,459   | 10,258 | 8,260 | 8,419 |

| P40 50K |        |       |        |
|---------|--------|-------|--------|
| GL3     | GL5    | GL3LU | GL5LU  |
| 11,364  | 12,324 | 9,924 | 10,115 |
| 11,193  | 12,138 | 9,774 | 9,962  |
| 10,681  | 11,583 | 9,328 | 9,507  |
| 10,160  | 11,019 | 8,873 | 9,044  |
| 9,631   | 10,444 | 8,410 | 8,572  |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 95      |
| FPD95         | 91      |
| FPD90         | 86      |
| FPD85         | 81      |

| P50 27K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 11,510  | 12,516 | 10,078 | 10,272 |
| 11,517  | 12,491 | 10,058 | 10,251 |
| 11,002  | 11,933 | 9,608  | 9,793  |
| 10,477  | 11,363 | 9,149  | 9,326  |

| P50 30K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 13,099  | 14,206 | 11,430 | 11,660 |
| 13,073  | 14,177 | 11,416 | 11,636 |
| 12,489  | 13,544 | 10,906 | 11,117 |
| 11,892  | 12,897 | 10,385 | 10,586 |

| P50 40K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 13,342  | 14,470 | 11,651 | 11,876 |
| 13,315  | 14,441 | 11,627 | 11,852 |
| 12,720  | 13,796 | 11,108 | 11,321 |
| 12,113  | 13,137 | 10,578 | 10,782 |

| P50 50K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 13,585  | 14,733 | 11,863 | 12,092 |
| 13,558  | 14,703 | 11,839 | 12,068 |
| 12,952  | 14,046 | 11,310 | 11,528 |
| 12,333  | 13,376 | 10,770 | 10,978 |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 118     |
| FPD95         | 112     |
| FPD90         | 106     |
| FPD85         | 100     |

| P60 27K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 14,019  | 15,204 | 12,243 | 12,478 |
| 13,451  | 14,583 | 11,747 | 11,972 |
| 12,867  | 13,955 | 11,237 | 11,453 |
| 12,269  | 13,306 | 10,715 | 10,920 |

| P60 30K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 15,913  | 17,258 | 13,896 | 14,164 |
| 15,268  | 16,558 | 13,333 | 13,590 |
| 14,606  | 15,840 | 12,754 | 13,000 |
| 13,926  | 15,104 | 12,161 | 12,396 |

| P60 40K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 16,207  | 17,577 | 14,154 | 14,426 |
| 15,550  | 16,864 | 13,580 | 13,841 |
| 14,876  | 16,133 | 12,991 | 13,241 |
| 14,184  | 15,383 | 12,387 | 12,625 |

| P60 50K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 16,502  | 17,897 | 14,411 | 14,689 |
| 15,833  | 17,171 | 13,827 | 14,093 |
| 15,146  | 16,427 | 13,227 | 13,482 |
| 14,442  | 15,663 | 12,612 | 12,855 |

| FPDxx Setting | Wattage |
|---------------|---------|
| Standard      | 146     |
| FPD95         | 138     |
| FPD90         | 131     |
| FPD85         | 124     |
| FPD80         | 118     |

| P70 27K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 16,518  | 17,914 | 14,425 | 14,703 |
| 15,906  | 17,250 | 13,891 | 14,158 |
| 15,269  | 16,560 | 13,335 | 13,592 |
| 14,607  | 15,842 | 12,757 | 13,002 |
| 13,921  | 15,097 | 12,157 | 12,391 |

| P70 30K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 18,749  | 20,334 | 16,374 | 16,689 |
| 18,055  | 19,581 | 15,767 | 16,071 |
| 17,332  | 18,797 | 15,136 | 15,428 |
| 16,580  | 17,982 | 14,480 | 14,759 |
| 15,801  | 17,137 | 13,799 | 14,065 |

| P70 40K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 19,097  | 20,711 | 16,677 | 16,998 |
| 18,390  | 19,944 | 16,059 | 16,368 |
| 17,654  | 19,146 | 15,416 | 15,713 |
| 16,888  | 18,316 | 14,748 | 15,032 |
| 16,094  | 17,455 | 14,055 | 14,325 |

| P70 50K |        |        |        |
|---------|--------|--------|--------|
| GL3     | GL5    | GL3LU  | GL5LU  |
| 19,444  | 21,088 | 16,961 | 17,208 |
| 18,724  | 20,307 | 16,352 | 16,667 |
| 17,974  | 19,494 | 15,697 | 16,000 |
| 17,195  | 18,649 | 15,017 | 15,306 |
| 16,387  | 17,772 | 14,311 | 14,587 |

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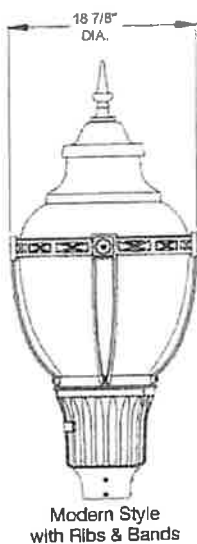
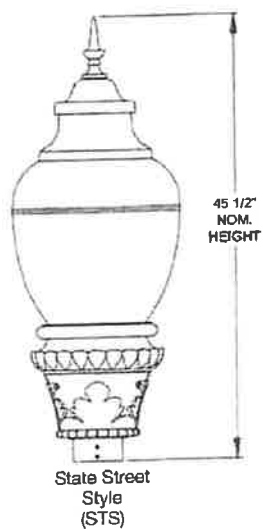
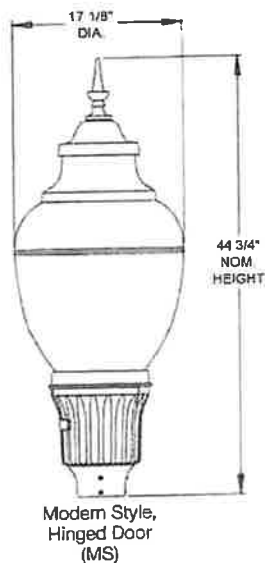
Note:

## WAE3

Washington Postlite LED3 Series



### DIMENSIONS



City of Huntsville - 71-23-SP06

Submitted By  
ARMS, JACKSON

TBK PR7 PCLL

Note:

WAE3

Washington Postlite LED3 Series



## Mark Appropriate Box for Trim Option

### Housing

☐


Modern (MS)  
Hinged Door

☐


State Street (STS)

☐


Enhanced (EN)  
Hinged Door

### Cover

☐


No Cover  
Blank  
(Finial Required)

☐


Shorewood Cover  
SHC  
(Finial Required)

☐


Full Cover  
FC  
(Finial Required)

### Medallions & Bands

☐


Medallions and Band  
BMx  
(replace X with first letter  
of Finial Option)

☐


Medallions, Band,  
and Shorewood Cover  
BMx with SHC  
(replace X with first letter  
of Finial Option)

☐


Medallions, Band,  
and Full Cover  
BMx with FC  
(replace X with first letter  
of Finial Option)

### Ribs & Bands

☐


Ribs and Band  
xBR  
(replace X with first letter  
of Finial Option)

☐


Ribs, Band,  
and Shorewood Cover  
xBR with SHC  
(replace X with first letter  
of Finial Option)

☐


Ribs, Band,  
and Full Cover  
xBR with FC  
(replace X with first letter  
of Finial Option)

### Finial

☐


Bud  
BD

☐


Ornate  
OR

☐


Spike  
SK



City of Huntsville - 71-23-SP06

TBK PR7 PCLL

Submitted By  
ARMS, JACKSON

Note:

## WAE3

Washington Postlite LED3 Series



### OPTIONAL COMPONENTS



**AO**  
Manual field adjustable output dimming device



**RSB0R6**  
Motion and photosensor (Black) communicates wirelessly to other nLight AIR devices



**20KV**  
Safeguard your investment from extreme voltage spikes with our new Extreme 20kV/10kA SPD



**NLTAIR2**  
Fixture embedded nLight AIR network interface provides individual fixture control and digital dimming capabilities



**The Rapid Ship Pole and Luminaire program provides quick solutions for urgent needs.**  
The most popular and readily available are available for those urgent projects. Select from the following options to get up to 20 units shipped in 20 working days or less!

Example: WAE3 P50 30K MVOLT MS GL5 BK

### ORDERING INFORMATION

| Series                        | LED Performance Package                                                                                                                                                                              | LED Color temperature                                            | Voltage                                                                      | Housing Style                |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------|
| WAE3 Washington Postlite LED3 | P10 3,200 nominal lumens<br>P20 5,300 nominal lumens<br>P30 8,100 nominal lumens<br>P40 11,200 nominal lumens<br>P50 13,300 nominal lumens<br>P60 16,200 nominal lumens<br>P70 19,100 nominal lumens | 27K 2700K CCT<br>30K 3000K CCT<br>40K 4000K CCT<br>50K 5000K CCT | MVOLT Auto-Sensing 120-277V 56/60 HZ<br>HVOLT Auto-Sensing 347-480V 56/60 HZ | MS Modern Style, Hinged Door |

| Optics                                   | Housing Color                                                           | Trim                                                 | Trim Color                                                                                |
|------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------|
| GL3 Glass, Type III<br>GL5 Glass, Type V | BK Black<br>BZ Bronze<br>GH Graphite<br>GN Green<br>GR Grey<br>WH White | BD Bud Finial<br>SK Spike Finial<br>OR Ornate Finial | TBK Black<br>TBZ Bronze<br>TGH Graphite<br>TGL Gold<br>TGN Green<br>TGR Grey<br>TWH White |

| Options: Option Compatibility Matrix on page 3 of 4                                                                                                                                                                                                                                     |                                                                                                                                               |                                                                                                                                              |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CONTROLS OPTIONS</b><br>AO Field Adjustable Output<br>PR7 NEMA twistlock dimming photocontrol receptacle - 7 pin<br>PR7E NEMA twistlock dimming photocontrol receptacle - 7 Pin (Under Glass)<br>PCLL Long Life DTL Twistlock Photocontrol for Solid State, MVOLT<br>SH Shorting Cap | <b>DRIVER ELECTRICAL OPTIONS</b><br>FPDxx Factory Programmed Driver<br>20KV Extreme surge protection 20kV/10kA, fail off with indicator light | <b>PREWIRED LEAD OPTIONS</b><br>L1H 1.5 ft prewired leads<br>L03 3 ft prewired leads<br>L10 10 ft prewired leads<br>L20 20 ft prewired leads | <b>COVER OPTIONS</b><br>FC Full Cover<br><br><b>NEMA LABEL OPTIONS</b><br>NL1X1 1"X1" ANSI Wattage Label<br>NL2x2 2"X2" ANSI Wattage Label |

Accessories: Order as separate catalog number.

#### HOUSE-SIDE SHIELD OPTIONS

WLEDHS90 House Side Shield solid 90°  
 WLEDHS12 House Side Shield solid 120°  
 WLEDHS18 House Side Shield solid 180°

City of Huntsville - 71-23-SP06

Submitted By  
ARMS, JACKSON

1700R 1200BC 075AB TRANSP0 SPM4075XL

Note:

**North Yorkshire Series Pole**

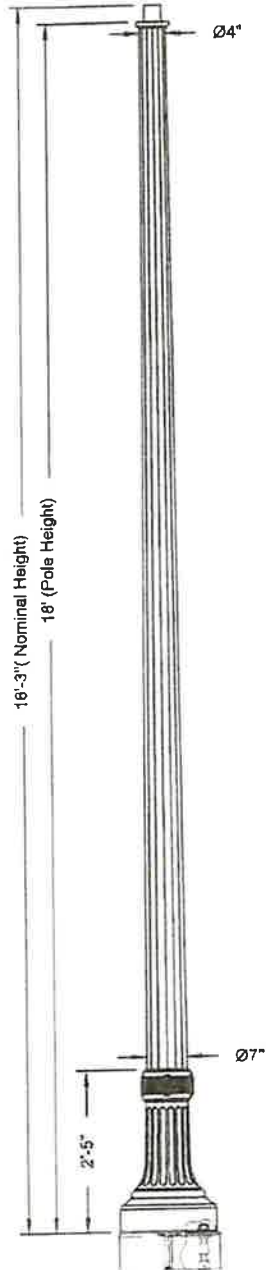
Cast Iron &amp; Steel, Fluted Tapered FTB Shaft

Tenon: Ø3"x3", Finish: Holophane Black

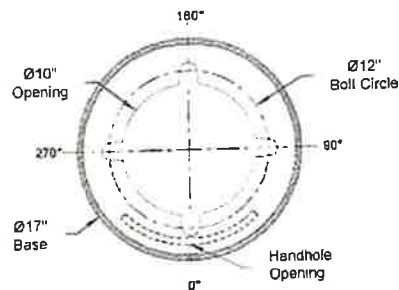
(1) Breakaway Kit With Coupling And Skirt

(1) Transpo Couplings

Anchor Bolts

Add Banner Arms**CUSTOMER NOTES:**

1. STANDARD SPECS NOT SHOWN HERE CAN BE FOUND ON SEPARATE CUT SHEETS (PLEASE SEE SALES).
2. ANCHORAGE DETAIL PROVIDED FOR VISUAL ONLY - DO NOT USE TO SET ANCHOR BOLTS
3. SIGNED APPROVAL TO ACCOMPANY PO

**Anchorage Detail****Catalog #s:**

Pole: NYS 16 FTB 17D C03 BK

Anchor Bolt: AB-31-4

Breakaway Kit: BWKT 1700R 1200BC 075AB BK

Transpo Couplings: TRANSP0 SPM4075XL

Customer Signature

Date

**HOLOPHANE®**  
LEADER IN LIGHTING SOLUTIONS  
An Acuity Brands Company

City of Huntsville - 71-23-SP06  
Huntsville, Alabama

|                          |                      |              |
|--------------------------|----------------------|--------------|
| ORDER #: 2420-24-11024-2 | TYPE:                | DRAWING #    |
| REVISION:                | REVISION DATE:       | TSG 015740   |
| DRAWN: SSK               | ORIGIN DATE: 7/19/24 | PAGE: 1 of 1 |

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE OR ITS SUBSIDIARY. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



## NYBOL CI

North Yorkshire Cast Iron Bollard



|                |      |
|----------------|------|
| Catalog Number |      |
| Notes          | Type |

### SPECIFICATIONS

#### General Description

The bollard shall be cast iron construction with a classic decorative base and body.

#### Materials

- The bollard shall be heavy wall, cast iron produced from ASTM A48 Class 30. The bollard top and access doors shall be heavy wall, cast aluminum from certified ASTM 356.1 ingot per ASTM B175 or ASTM B26.
- The castings shall be formed true to the pattern with complete detail.
- All exposed hardware shall be tamper resistant stainless steel.
- Anchor bolts to be completely hot dip galvanized.
- Utilize a polyester powder coat paint to ensure maximum durability.
- Rigorous multi-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (operated per ASTM B117) on standard and RAL finish options.
- RAL (RALxxxxSDCR) paint colors are Super Durable Corrosion Resistant, 80% gloss.

#### Construction

- The non-lighted bollard shall be made from a one-piece casting with the cast ball top bolted to the base.
- All exposed welds shall be ground smooth. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

#### Dimensions

- The non-lighted bollard shall be 3'-7" in height with an 20" diameter base and a 9" tall ball top.

#### Installation

- The bollard shall be provided with four 3/4" diameter, hot dip galvanized L-type anchor bolts to be installed on a 15" bolt circle.
- A door shall be provided in the base for anchor access.

#### Warranty

1 Year Limited. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: [www.acuitybrands.com/support/warranty/terms-and-conditions](http://www.acuitybrands.com/support/warranty/terms-and-conditions)

**Note:** Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

#### Important Installation Notes:

- Factory-supplied templates must be used when setting anchor bolts. Acuity Brands Lighting will not accept claim for incorrect anchorage placement due to failure to use factory template.
- Acuity Brands Lighting is not responsible for the foundation design.

### ORDERING INFORMATION

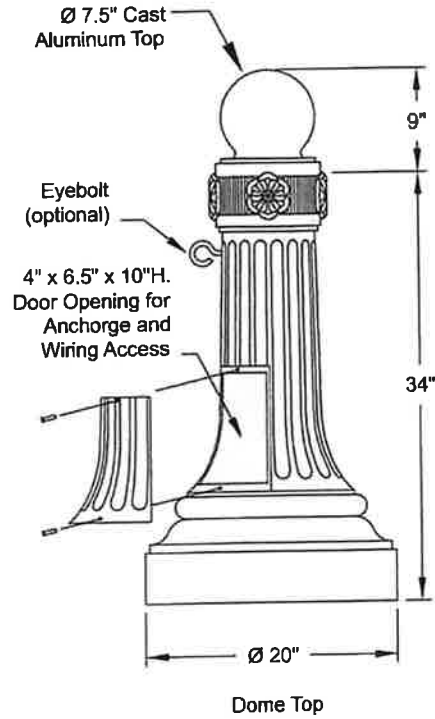
Example: NYBOL CI BTN BK

| Series | Material                       | Top Style    | Finish                                                                                            | Options                                          |
|--------|--------------------------------|--------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------|
| NYBOL  | North Yorkshire, 20" Dia. Base | CI Cast Iron | BTN Ball top for non-lighted bollard                                                              | BK Black                                         |
|        |                                |              | BZ Bronze                                                                                         | EB28X <sup>1</sup> Eyebolt (for chain by others) |
|        |                                |              | CMC Customer matching color                                                                       | DBB Factory Attached Direct Burial Base          |
|        |                                |              | CTBS Standard color to be selected                                                                | FGB Receptacle in base with wet location cover   |
|        |                                |              | DB Dark Blue                                                                                      | NOTES                                            |
|        |                                |              | GN Green                                                                                          | 1 28 = Eyebolt height in inches from grade level |
|        |                                |              | GH Graphite                                                                                       | X = Orientation by code (A, B, C or D)           |
|        |                                |              | GR Gray                                                                                           | A = 0 degrees (Handhole at 0 degrees)            |
|        |                                |              | PP Prime Painted                                                                                  | B = 90 degrees counterclockwise                  |
|        |                                |              | RALxxxxSDCR RAL Super Durable Corrosion Resistant, 80% Gloss Paint, replace xxxx with RAL number. | C = 180 degrees counterclockwise                 |
|        |                                |              | SL Silver                                                                                         | D = 270 degrees counterclockwise                 |
|        |                                |              | WH White                                                                                          |                                                  |

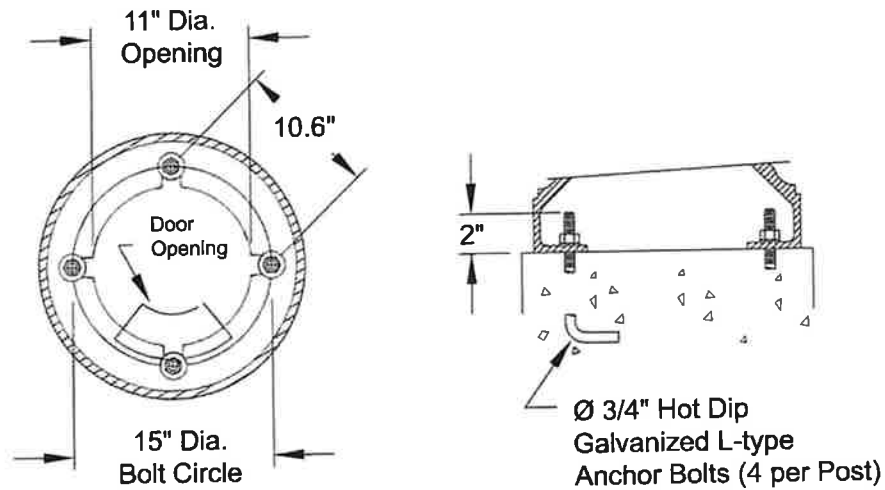
Accessories: Order as separate catalog number.

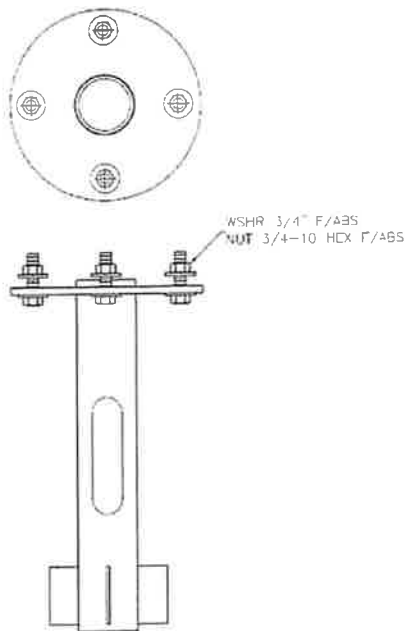
ADB82 R6 Direct burial base  
AB-31-4 Anchor bolts  
TMP-94 Template

**DIMENSIONAL DATA**



**ANCHORAGE GUIDE**





GR2814

## 1. INTRODUCTION

### 1.1 General Note.

These are general instructions for direct burial base installation. We strongly suggest you have a local civil engineer evaluate the soil conditions for suitability and defer to the civil engineer's recommendations for installation. Have the site checked for buried utilities before you begin. Acuity Brands, Inc. will not be held responsible for any accidents or losses due to improper installation or unsafe work practices.

### 1.2 Alternate Information Sources.

Holophane  
Field Service Department  
P.O. Box 3004  
Newark, OH 43058-3004  
(740) 349-4182

## 2. INSTALLATION

### 2.1 Important Safety Instructions.

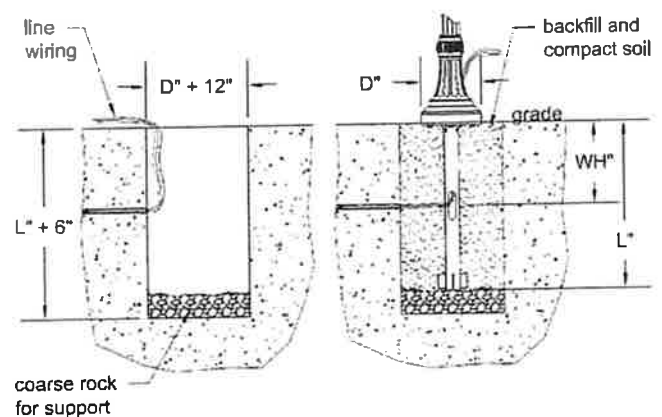
For your protection and to avoid injury, read carefully:

- Trained and certified personnel should perform installation.
- Use proper lifting equipment and safety harnesses.
- Wear safety glasses and steel toed shoes.
- DO NOT install in adverse weather conditions such as rain or high wind.

### 2.2 Installation.

- 2.2.1** Dig a straight-sided hole to a depth 6" deeper than the length (L) of the direct burial base. Hole diameter (D) should be approximately 12" larger than the pole/bollard base diameter.
- 2.2.2** Route wiring to hole. Generally, there is a wireway hole (WH) in the direct burial base 12" below grade for bollards and 24" below grade for poles.
- 2.2.3** Attach the pole/bollard to the direct burial base using the associated hardware.
- 2.2.4** Center the direct burial base and post assembly in the hole and route the wires through the direct burial base wireway hole and out the top of the direct burial base, leaving enough wire for the needed connections.
- 2.2.5** Orient and plumb the assembly, then backfill hole, tamping and compacting soil per civil engineer's specifications. See Figure 1.

Figure 1



GR2815



Acuity Brands Lighting, Inc.  
3825 Columbus Rd., Granville, OH 43023

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# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

**MONROE STREETSCAPE FROM WILLIAMS AVENUE**  
**TO CLINTON AVENUE**  
**Project No. 71-21-SP27**  
**February 20, 2025**

**Addendum #2**

**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 thumb drive (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 thumb drive 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 thumb drive, or the correct version of bid quantities is not submitted on the thumb drive 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.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further 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.

**QUANTITY REVISIONS:**

Please refer to attached Attachment A1 for changes to the quantities.

**REVISED DRAWINGS:**

The drawings have been revised and have been posted to the Engineering Department's website.

**The Star of Alabama**

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 [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). 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: Revised Quantities – Attachment A1  
Sign Layout  
Handicap Ramp Layout Plan  
Special Provision 1000 – Performance of Work  
Special Provision 2000 – Concrete Unit Pavers  
Special Provision 3000 - Landscape

**END OF ADDENDUM #2**

| ATTACHMENT "A1"                                                                                                           |                                                                                                     | 2/20/2025 |          |                |             |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27                                       |                                                                                                     |           |          |                |             |
| UNIT BID SHEET                                                                                                            |                                                                                                     |           |          |                |             |
| ITEM NO.                                                                                                                  | DESCRIPTION                                                                                         | BID QTY   | BID UNIT | BID UNIT PRICE | BID AMOUNT  |
| Base Bid:                                                                                                                 |                                                                                                     |           |          |                |             |
| 1                                                                                                                         | Mobilization                                                                                        | 1         | LS       |                | \$0.00      |
| 2                                                                                                                         | Engineering Controls                                                                                | 1         | LS       |                | \$0.00      |
| Temporary traffic Control Devices (Pay items 3-8 will be provided by the Contractor and remain the Contractor's Property) |                                                                                                     |           |          |                |             |
| 3                                                                                                                         | Temporary Construction Signs ALDOT 740 Type to include mounting posts, install, maintain and remove | 80        | EA       |                | \$0.00      |
| 4                                                                                                                         | Channelizing Drum with Ballast ALDOT 740 Type to include install, maintain and remove               | 200       | EA       |                | \$0.00      |
| 5                                                                                                                         | Type 3 Barricade with (2) Type B Warning Lights, to include install, maintain and remove            | 8         | EA       |                | \$0.00      |
| 6                                                                                                                         | Portable Changeable Message Board, ALDOT 742 Type 2 to include install, maintain and remove         | 4         | EA       |                | \$0.00      |
| 7                                                                                                                         | Chevron Lighted Arrow Board, ALDOT 741 to include install, maintain and remove                      | 2         | EA       |                | \$0.00      |
| 8                                                                                                                         | Type 1 Barricade with Sidewalk Closed Sign to include install, maintain and remove                  | 8         | EA       |                | \$0.00      |
| 9                                                                                                                         | Temporary ADA Pedestrian Access Allowance                                                           | 1         | LS       | \$25,000.00    | \$25,000.00 |
| Erosion and Sediment Control                                                                                              |                                                                                                     |           |          |                |             |
| 10                                                                                                                        | Inlet Protection (wattles)                                                                          | 210       | LF       |                | \$0.00      |



| ATTACHMENT "A1"                                                                                       |                                                                                               |       |    | 2/20/2025 |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------|----|-----------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27<br>UNIT BID SHEET |                                                                                               |       |    |           |
| 11                                                                                                    | Orange Snow Fencing, install, maintain and remove                                             | 1,500 | LF | \$0.00    |
| 12                                                                                                    | Sediment removal and disposal                                                                 | 15    | CY | \$0.00    |
| Demolition                                                                                            |                                                                                               |       |    |           |
| 13                                                                                                    | Concrete Gore and Special N Type Removal                                                      | 100   | SY | \$0.00    |
| 14                                                                                                    | Full Depth Pavement Removal (Approx. 12") to include asphalt, base stone and disposal         | 600   | SY | \$0.00    |
| 15                                                                                                    | Removal of Concrete Standup Curb                                                              | 1,372 | LF | \$0.00    |
| 16                                                                                                    | Removal of VBCC Bollards (VBCC Retained)                                                      | 11    | EA | \$0.00    |
| 17                                                                                                    | Removal of Tree and Tree Grate (Owner to Retain Grate)                                        | 2     | EA | \$0.00    |
| 18                                                                                                    | Concrete Curb and Gutter Removal to include haul-off and disposal                             | 657   | LF | \$0.00    |
| 19                                                                                                    | Asphalt Pavement Milling (1" - 2" depth) haul-off and disposal                                | 7,720 | SY | \$0.00    |
| 20                                                                                                    | Existing Street Sign and Post Removal, to include disposal                                    | 4     | EA | \$0.00    |
| 21                                                                                                    | Removal of Streetlight Pole, Foundation and Fixture to include disposal                       | 9     | EA | \$0.00    |
| 22                                                                                                    | Removal of Concrete Sidewalk to include saw-cut and disposal                                  | 560   | SY | \$0.00    |
| Hardscape                                                                                             |                                                                                               |       |    |           |
| 23                                                                                                    | Unclassified Excavation as Needed (On Site Excavation Hauled Off Site as 15CYS/ Triaxle Load) | 300   | CY | \$0.00    |
| 24                                                                                                    | Offsite Borrow Excavation as Needed (measured as 15 CYS per Triaxle Load) compacted in place  | 200   | CY | \$0.00    |
| 25                                                                                                    | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints            | 430   | SY | \$0.00    |

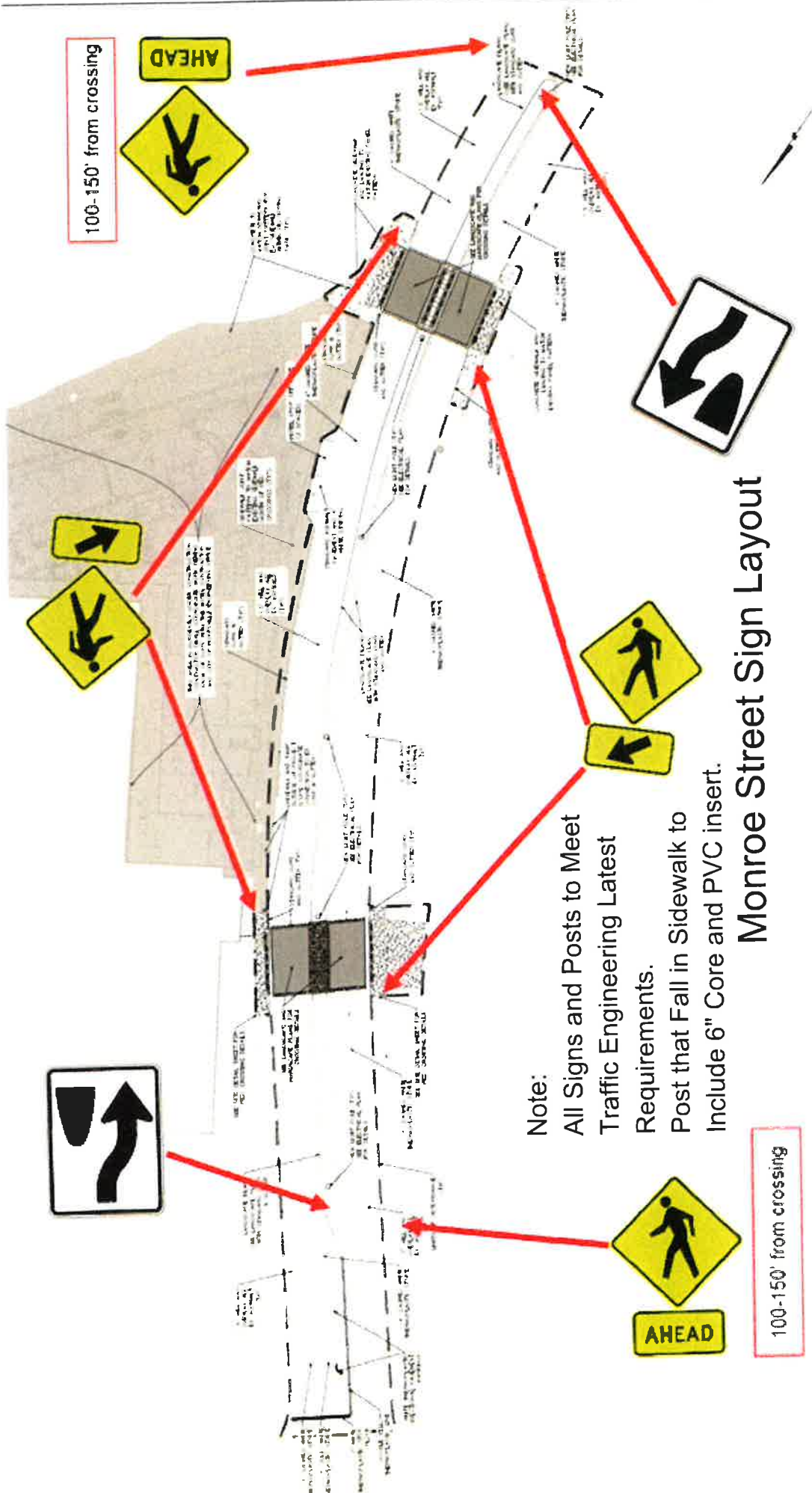
| ATTACHMENT "A1"                                                                                       |                                                                                                                                                                                                                      |       |     |        | 2/20/2025 |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|--------|-----------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27<br>UNIT BID SHEET |                                                                                                                                                                                                                      |       |     |        |           |
| 26                                                                                                    | 4" Thick Concrete Handicap Ramp to include crushed stone leveling course and all joints                                                                                                                              | 134   | SY  |        | \$0.00    |
| 27                                                                                                    | Handicap Ramp Detectable Warning Mats / Pavers, Sunset Red Color (Does Not Include Concrete)                                                                                                                         | 384   | SF  |        | \$0.00    |
| 28                                                                                                    | 24" Concrete Curb and Gutter to include 5" Thick Compacted DGB Course and all Joints                                                                                                                                 | 1,747 | LF  |        | \$0.00    |
| 29                                                                                                    | 18" Wide Concrete Ribbon Curb to include all Joints                                                                                                                                                                  | 558   | LF  |        | \$0.00    |
| 30                                                                                                    | Herringbone Pattern Vehicular Rated Holland Stone by Pave Stone, to include Holland Stone 80mm Paver, Polymeric Sand, Leveling Sand Layer, 5" Concrete Slab, Reinforcement, Dowels, 4" DGB Layer, Complete and Place | 3,533 | SF  |        | \$0.00    |
| 31                                                                                                    | Adatile-Cast in-Place Paver Panel, 24"x48" (Price Does Include Concrete Beneath Panel)                                                                                                                               | 48    | EA  | \$0.00 | \$0.00    |
| 32                                                                                                    | Reset Inlet and SS Manhole Top to Finish Grade                                                                                                                                                                       | 8     | EA  |        | \$0.00    |
| 33                                                                                                    | Asphalt Base Failure Repair Complete in Place, if Needed, to include asphalt removal, subgrade preparation and 3" of hot mix asphalt replacement                                                                     | 100   | SY  |        | \$0.00    |
| 34                                                                                                    | Install Owner Provided North Yorkshire Bollard, Cast Iron Powder Coated Black to include Base, Core Drilling, Backfill and Mounting, Complete in Place                                                               | 60    | EA  |        | \$0.00    |
| 35                                                                                                    | 1-1/2" Overlay ALDOT 424A-360 Max Aggregate 1/2", ESAL Range A/B                                                                                                                                                     | 700   | Ton |        | \$0.00    |
| 36                                                                                                    | Tack Coat ALDOT 405 A                                                                                                                                                                                                | 772   | Gal |        | \$0.00    |
| 37                                                                                                    | Class 2, Type A Reflective Thermoplastic Traffic Striping, to be completed in place per C.O.H standards                                                                                                              | 4,300 | LF  |        | \$0.00    |
| 38                                                                                                    | Class 2, Type A Reflective Thermoplastic Pavement Markings, to be completed in place per C.O.H standards                                                                                                             | 450   | SF  |        | \$0.00    |
| 39                                                                                                    | Temporary Striping 4" All Colors                                                                                                                                                                                     | 8,000 | LF  |        | \$0.00    |

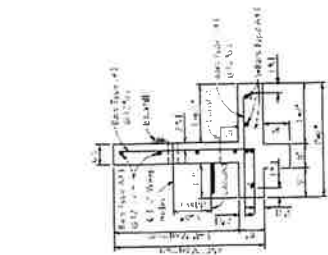
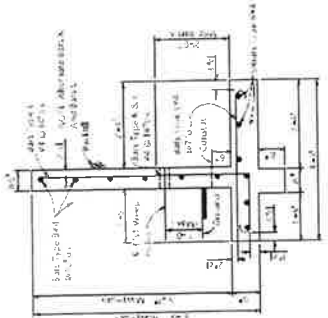
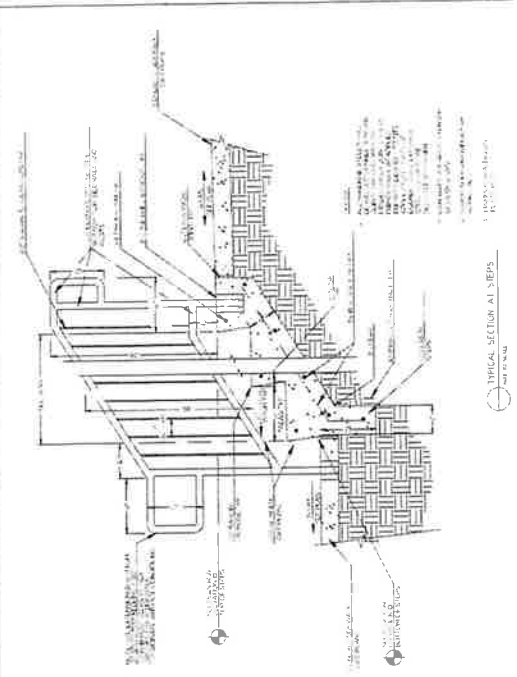
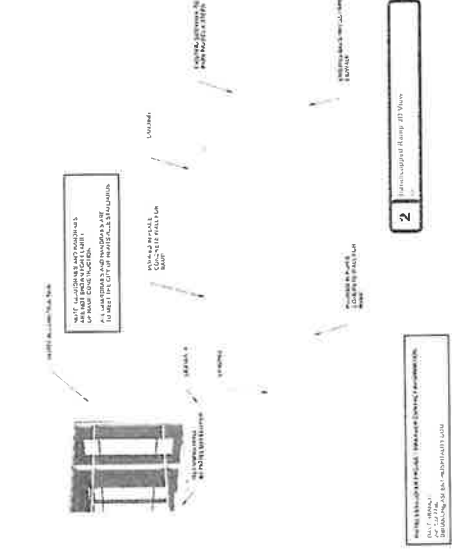
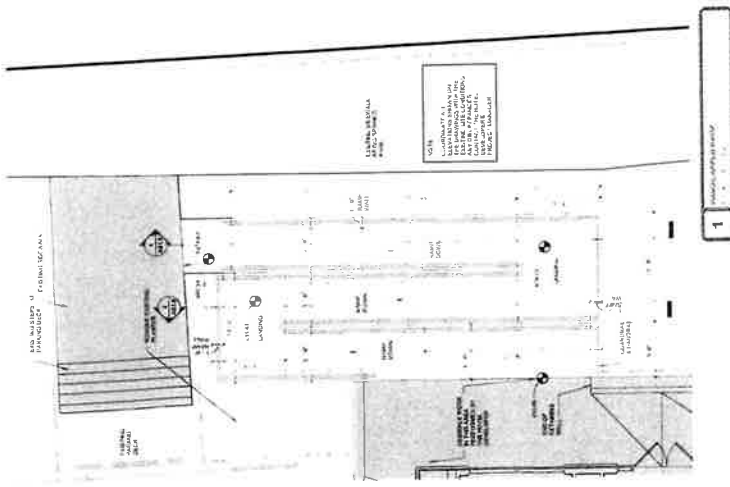
| ATTACHMENT "A1"                                                                                       |                                                                                                                                                     |       |    |  | 2/20/2025 |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|--|-----------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27<br>UNIT BID SHEET |                                                                                                                                                     |       |    |  |           |
| 40                                                                                                    | Permanent Traffic Signs to include sign posts materials and installation to be in accordance with COH Traffic Engineering Latest Specification      | 1     | LS |  | \$0.00    |
| 41                                                                                                    | Reflective Pavement Markers All Colors                                                                                                              | 190   | EA |  | \$0.00    |
| Utilities                                                                                             |                                                                                                                                                     |       |    |  |           |
| 42                                                                                                    | Crushed Aggregate for Misc use as Directed by the Engineer                                                                                          | 100   | TN |  | \$0.00    |
| 43                                                                                                    | Concrete for Utility Conflict use as Direct by the Engineer                                                                                         | 15    | CY |  | \$0.00    |
| 44                                                                                                    | Directional Bore with 2" Schedule 40 PVC Streetlight Conduit, 2" Sch 40 Spare, Complete in Place                                                    | 700   | LF |  | \$0.00    |
| 45                                                                                                    | Install Owner Provided 18' Tall Washington Postlite WAE3 LED Streetlight to include Concrete Base, Conduit, Wiring and Grounding, Complete in Place | 10    | EA |  | \$0.00    |
| 46                                                                                                    | #6 AWG CU Streetlighting Conductor                                                                                                                  | 1,580 | LF |  | \$0.00    |
| 47                                                                                                    | #10 AWG CU Streetlight Ground Wire                                                                                                                  | 790   | LF |  | \$0.00    |
| 48                                                                                                    | 12" x 12" Quazite Streetlight Pull Boxes                                                                                                            | 11    | EA |  | \$0.00    |
| 49                                                                                                    | Connect New Lights and Irrigation Controller to Existing City of Huntsville Streetlight Circuit                                                     | 1     | LS |  | \$0.00    |
| Landscape and Irrigation                                                                              |                                                                                                                                                     |       |    |  |           |
| 50                                                                                                    | Landscape Bed Fine Grading                                                                                                                          | 120   | CY |  | \$0.00    |
| 51                                                                                                    | Trees, to include excavation, bed prep, soil amendments, planting, and watering                                                                     | 21    | EA |  | \$0.00    |
| 52                                                                                                    | Shrubs, to include excavation, bed prep, soil amendments, planting, and watering                                                                    | 148   | EA |  | \$0.00    |
| 53                                                                                                    | Ornamental Grasses, to include excavation, bed prep, soil amendments, planting, and watering                                                        | 109   | EA |  | \$0.00    |

| ATTACHMENT "A1"                                                                     |                                                                                                                                                                                   |       |    | 2/20/2025   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|-------------|
| Monroe Streetscape from Williams Avenue to Clinton Avenue<br>Project No. 71-21-SP27 |                                                                                                                                                                                   |       |    |             |
| UNIT BID SHEET                                                                      |                                                                                                                                                                                   |       |    |             |
| 54                                                                                  | Mulch, placed at a 3" settled thickness                                                                                                                                           | 43    | CY | \$0.00      |
| 55                                                                                  | 2'x4' Limestone Boulder, Natural Weathering, or Equivalent                                                                                                                        | 5     | EA | \$0.00      |
| 56                                                                                  | Irrigation System to include all components, wire, excavation, placement, controller, 120V service, and cabinet in accordance with COH Specifications                             | 1     | LS | \$0.00      |
| 57                                                                                  | Project Allowance for HU Coordination as Directed by the Engineer                                                                                                                 | 1     | LS | \$68,000.00 |
| 58                                                                                  | Top Soil 15CY/Triaxle Load (Furnish, Test, Amend, Install)                                                                                                                        | 150   | CY | \$0.00      |
|                                                                                     | TOTAL BASE BID                                                                                                                                                                    |       |    | \$93,000.00 |
|                                                                                     | Option No. 1 Big Spring Park Sidewalk and Stockpile Removal                                                                                                                       |       |    |             |
| 1-1                                                                                 | Stockpile Removal and Hauled Off Site as 15CYS/ Triaxle Load)                                                                                                                     | 2,000 | CY | \$0.00      |
| 1-2                                                                                 | Removal of Concrete Sidewalk to include saw-cut and disposal                                                                                                                      | 950   | SY | \$0.00      |
| 1-3                                                                                 | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints                                                                                                | 1,100 | SY | \$0.00      |
| 1-4                                                                                 | Sod Bermuda Turf Type                                                                                                                                                             | 5,000 | SY | \$0.00      |
|                                                                                     | TOTAL OPTION NO. 1                                                                                                                                                                |       |    | \$0.00      |
|                                                                                     | Option No. 2 Handicap Ramp Big Spring Park                                                                                                                                        |       |    |             |
| 2-1                                                                                 | ADA Handicap Ramp System to include, Subgrade, Stone Backfill, Retaining Walls, Concrete Sidewalk Surface, Carbon Steel Powder Coated Black Handrailing System, Complete in Place | 1     | LS | \$0.00      |
|                                                                                     | TOTAL OPTION NO. 2                                                                                                                                                                |       |    | \$0.00      |
|                                                                                     | Option No. 3                                                                                                                                                                      |       |    |             |
| 3-1                                                                                 | Full Depth Pavement Removal (Approx 12") to include asphalt, base stone and disposal                                                                                              | 1,025 | SY | \$0.00      |



| ATTACHMENT "A1"                                                                                                                                                             |                                                                                                                   |                               |    |  | 2/20/2025     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------|----|--|---------------|
| <p align="center"><b>Monroe Streetscape from Williams Avenue to Clinton Avenue</b><br/> <b>Project No. 71-21-SP27</b></p> <p align="center"><b>UNIT BID SHEET</b></p>       |                                                                                                                   |                               |    |  |               |
| 3-2                                                                                                                                                                         | Dense Graded Base ALDOT 301 825 Plant Mixed, 5" Compacted Thickness                                               | 2,050                         | SY |  | \$0.00        |
| 3-3                                                                                                                                                                         | Asphalt Upper Binder Layer ALDOT 424B-002, 220lbs/SY Max Aggr Size 1/2"                                           | 200                           | TN |  | \$0.00        |
| 3-4                                                                                                                                                                         | Asphalt Wearing Surface ALDOT 424A-340, 165lbs/SY                                                                 | 100                           | TN |  | \$0.00        |
| 3-5                                                                                                                                                                         | Temporary Striping 4" Wide All Colors                                                                             | 4,000                         | LF |  | \$0.00        |
| 3-6                                                                                                                                                                         | 4" Thick Concrete Sidewalk to include crushed stone leveling course and all Joints (Match Existing Brick Pattern) | 300                           | SY |  | \$0.00        |
| 3-7                                                                                                                                                                         | 24" Concrete Curb and Gutter to include 5" Thick Compacted DGB Course and all Joints                              | 500                           | LF |  | \$0.00        |
| <b>TOTAL OPTION NO. 3</b>                                                                                                                                                   |                                                                                                                   |                               |    |  | <b>\$0.00</b> |
| <p><b>ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.</b></p> |                                                                                                                   |                               |    |  |               |
| <p><b>COMPANY</b> _____</p> <p><b>DATE</b> _____</p>                                                                                                                        |                                                                                                                   | <p><b>SIGNATURE</b> _____</p> |    |  |               |





4'-0" TO 6'-0" RETAINING WALL

0' TO 4'-0" RETAINING WALL

## **SPECIAL PROVISION 1000**

### **PERFORMANCE OF WORK**

#### **PART 1 GENERAL**

##### **1.1 OBJECTIVES**

- A. The Contractor shall provide for safe movement of vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with Manual on Uniform Traffic Control Devices (MUTCD) and Americans with Disabilities Act (ADA), through and around construction operations. The contractor shall be solely responsible for providing all protective measures necessary. No one standard sequence of signs or control devices for traffic and pedestrian control will suit all conditions, which may result from construction operations. Even for the same work, the conditions may vary from hour to hour, requiring adjustment and revision of the traffic and pedestrian control program in effect.
- B. Contractor shall provide and maintain, at minimum, temporary pedestrian access to each egress point impacted during construction to ADA standards in cooperation with VBC.
- C. Contractor shall maintain, at minimum, existing site lighting illumination levels during construction.
- D. Contractor shall maintain, in-place, all traffic signalization at each intersection until such time as new signalization loops are in place and functioning to City of Huntsville Traffic Engineer's satisfaction. Contractor shall coordinate new construction activities with new signalization loops installation.
- E. The requirements specified herein are intended to establish general principles to be observed in the control and regulation of vehicular pedestrian and bicyclist traffic through and around construction operations anticipated for this project. All pedestrian, bicyclist and vehicular detours are subject to review by the COH Project Engineer, COH Traffic Engineer, Police Department and Fire Department, and the Contractor shall revise the detours as ordered.
- F. Clean up site each day after completing work and remove all traffic hazards. Traffic control measures shall continue until cleanup activities have been satisfactorily completed.

##### **1.2 DESCRIPTION OF WORK**

- A. The schedule of construction by Contractor shall be per the City of Huntsville Standard Contract, and issuance of the Notice to Proceed.
- B. The contractor shall establish and maintain pedestrian detours and conduct his construction operations in such a manner as to minimize hazard, inconvenience and disruption to the public and adjoining operations. The contractor shall provide for



the protection of pedestrians and separation of pedestrians from construction operations at all times by barricades and/or fencing. In any event safe and adequate passage for vehicular, bicyclist and pedestrian traffic through, around and adjacent to all construction operations by use of detours, backfilling, temporary paving, traffic barriers or other prior approved means.

### 1.3 REFERENCES

- A. City of Huntsville Standard Specifications for Construction of Public Improvements, latest edition.
- B. Manual of Uniform Traffic Control (MUTCD), latest edition.
- C. Americans with Disability Act (ADA)

### 1.4 SUBMITTALS

- A. Vehicular, bicyclist and pedestrian temporary traffic control plans
  - 1. Submit for approval to Project Engineer prior to work in any area scaled drawings and details for each situation anticipated to be encountered, i.e. intersections, access to each egress point impacted by work of the VBC and access to parking deck. Plans shall be submitted for working hours as well as non-working hours.
  - 2. All plans shall conform to MUTCD and ADA. **Be advised, pedestrian access during construction to the VBC is required to be ADA accessible.**
  - 3. The plans shall show a detailed approach to each situation including any temporary materials to be used for any sidewalk or paving surfaces and pedestrian entrances into structures.

## PART 2 EXECUTION

### 2.1 DIVERTING PEDESTRIANS

- A. Whenever construction operations obstruct the flow of pedestrian traffic or present a hazard to pedestrians, the Contractor shall take appropriate action to protect and separate pedestrians from the work area and to direct pedestrians to alternate routes. In no event shall pedestrian access to any pedestrian entrance of the VBC or Parking Garage be obstructed without prior approval of project engineer and coordination with the City of Huntsville.
- B. Such action may include placement of barricades between pedestrians and work areas, placement of warning signs, and provision of personnel as required to protect pedestrians as conditions warrant. Additionally, temporary bridgework for pedestrian use shall be included.

## **2.2 DIVERTING BICYCLISTS & VEHICLES**

- A. Whenever construction operations obstruct the flow of bicycle or vehicular traffic or present a hazard to either operating in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour and otherwise protect approaching bicyclists and vehicles.

## **2.3 TRAFFIC CONTROL DEVICES**

### **A. GENERAL:**

1. Provide traffic control devices in sufficient quantities and types as required to provide safe and adequate traffic control for pedestrian, bicycle and vehicle traffic.
2. During hours of darkness approved lights shall be included, in proper working order, to illuminate signs and hazards and alert approaching traffic.
3. Provide and maintain barricades along all open trenches in contact with traffic.
4. Contractor shall pay special attention to use of bridging devices (steel plate or equal) in sidewalk areas open for public use, any such devices shall be ADA compliant.
5. No work may begin or end on any day or at any time before traffic control devices have been placed, test driven with project engineer, and if required, adjusted and revised.

### **B. PLACEMENT:**

1. Place all traffic control devices in accordance with the MUTCD and Specifications, and approved Traffic Control Plan.
2. Adjust locations of devices to suit the conditions and circumstances of each situation. In all cases, place signs to most effectively convey their messages to approaching traffic.
3. The Contractor shall adjust and revise all traffic control devices if determined to be required by the Project Engineer, Police Department or Fire Department.
4. The Contractor shall provide additional traffic control devices if required to maintain the safe flow of traffic construction operation.

### **C. MAINTENANCE OF DEVICES:**

1. The Contractor shall maintain all traffic control devices, at proper locations and in proper working order, at all times during construction operations and whenever a hazard resulting from Contractor's operations exists.

2. The Contractor shall adjust and revise traffic control devices, placement, etc., to suit changing conditions around construction operations.

**D. REMOVAL OF DEVICES:**

1. Traffic control devices shall remain in place at all times required to alert approaching traffic of upcoming hazards.
2. After hazard has been removed, remove all traffic control devices. Remove signs or completely cover their messages.

## **2.4 FLAGGERS**

**A. GENERAL:** The Contractor shall employ flaggers:

1. As required for each specific detour.
2. At all locations on a construction site where barricades and warning signs cannot control the moving traffic.

**B. PLACEMENT:** Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the MUTCD and the approved Traffic Control Plan.

**C. WARNING SIGNS:**

1. Place warning signs ahead of the flagger in accordance with the MUTCD and the approved Traffic Control Plan. The distance between signs and the flagger shall be based on the posted traffic approach speed.
2. During hours of darkness, illuminate flagger stations such that the flagger will be clearly visible to approaching traffic. Lights for illuminating the flagger station shall comply with the MUTCD and the approved Traffic Control Plan.

**D. EQUIPMENT:**

1. Provide flaggers with high-visibility safety apparel in accordance with the MUTCD at all times.
2. Provide flaggers with hand signs in accordance with the MUTCD.
3. Provide flaggers with two-way radios for communication when necessary.

## **2.5 NOTICE TO AGENCIES**

- A.** The Contractor shall notify in writing all agencies having jurisdiction at least twenty-four hours, excluding holidays and weekends, prior to instituting any lane closure or detour. At the end of each day's work, the Contractor shall inform

HEMSI, police and fire departments of the status of all detours and/or lane or road closures that will be in effect after the next day.

- B. List of Agencies:
  - 1. City of Huntsville Project Engineer.
  - 2. Fire Department
  - 3. Police Department
  - 4. City of Huntsville Transit.
  - 5. HEMSI

## **2.6 EMERGENCY VEHICLE ACCESS**

- A. During construction in or adjacent to roadways in the project site, Contractor shall maintain at least one lane open of the road to allow emergency vehicle access for police, fire and HEMSI to the project vicinity and VBC east parking lot.
- B. During all detours and/or street closures the Contractor shall provide for movement of emergency vehicles and emergency personnel on foot through the work area.
- C. When temporary traffic control is provided by flaggers they shall be instructed to give immediate passage to emergency vehicles with active lights or sirens.
- D. It is essential that the Contractor's work and equipment do not impede egress from any fire or police station to other areas of their service area.

## **2.7 DETOURS DURING NON-WORKING HOURS**

- A. General: The Contractor shall not be permitted to maintain any lane closure or road closure during non-working hours without first obtaining written approval of the Engineer.
- B. Restoration of Pavement:
  - 1. During non-working hours the Contractor shall restore roadway travel lanes to their original alignment and configuration by means of backfilling and temporary pavement or bridging in accordance with City Standards and approved by the Engineer.
  - 2. The Contractor shall place signs conforming to the MUTCD at uneven temporary sidewalks, pavement or bridging.

## **2.8 PARKING RESTRICTIONS**

- A. General: The Contractor shall post temporary, approved **“NO PARKING – CONSTRUCTION TOW-AWAY ZONE”** signs at all locations necessary to establish work areas and detour vehicular traffic.
- B. Signs:
  - 1. Signs shall read: **‘NO PARKING – CONSTRUCTION TOW-AWAY ZONE’**.
  - 2. Signs shall be placed at least 24 hours in advance of restriction.

### **3.1 BRIDGING OVER TRENCHES AND EXCAVATIONS**

- A. General: Bridging shall be placed across all trenches and excavations in existing streets and at sidewalks when work is not in progress. Bridging shall be in accordance with the Specifications and the MUTCD and approved by the Engineer.
- B. Design of Bridging
  - 1. Bridging shall be of sufficient width to accommodate the required number of travel lanes, and sidewalk widths
  - 2. Bridging shall be designed to support H-20 vehicular traffic for roadways, 1 ton for sidewalks
  - 3. All bridging shall be set flush with travel surface or a satisfactory transition from travel surface to top of bridging shall be provided.
    - a. A satisfactory transition shall mean a change in elevation between the levels of not less than twelve (12) inches horizontal to one (1) inch vertical.
    - b. Transition may be accomplished by means of temporary pavement

### **3.2 STAGING AREAS**

- A. The Contractor shall provide his own staging areas

### **DEFINITIONS**

Complete state:

All improvements to pedestrian and vehicular surfaces, curb and gutter, pavements, curb ramps and sidewalks are complete for safe movement of vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with ADA. All new site lighting in area shall be operational. Curb and gutter, trenches, sidewalks and planting beds are backfilled. All exposed ground surfaces if not completely finished with landscaping shall have at minimum a covering of temporary mulch (maintained by Contractor) until such time as permanent plants or sod as shown on Plans is installed.

## SPECIAL PROVISION 2000 CONCRETE PAVERS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
1. Interlocking Concrete Paver Units manually installed.
  2. Bedding and Joint Sand.
  3. Edge Restraints.
  4. Cleaner, Sealers, and Joint sand stabilizers.

#### 1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
1. ASTM C 33, Standard Specification for Concrete Aggregates.
  2. ASTM C 136, Standard Test Method for Sieve Analysis of Fine and Course Aggregates.
  3. ASTM C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
  4. ASTM C 144, Standard Specification for Aggregate for Masonry Mortar.
  5. ASTM C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
  6. ASTM C 979, Standard Specification for Pigments for Integrally Colored Concrete.
  7. ASTM D 698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,000 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  8. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  9. ASTM C 1645, Standard Test Method for Freeze-thaw and De-icing Durability of Solid Concrete Interlocking Paving Units.
  10. ASTM D 2940, Specification for Graded Aggregate Material for Bases or Sub-bases for Highways or Airports.
- B. Interlocking Concrete Pavement Institute (ICPI):
1. ICPI Tech Spec Technical Bulletins

#### 1.03 SUBMITTALS

- A. In accordance with Conditions of the Contract and Submittal Procedures.
- B. Sieve analysis per ASTM C 136 for grading of bedding and joint sand.
- C. Concrete pavers:
1. [Four] representative full-size samples of each paver type, thickness, color, finish that indicate the range of color variation and texture expected in the finished installation. Color(s) selected by Landscape Architect and Owner.
  2. Accepted samples become the standard of acceptance for the work.
  3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936 requirements for compressive strength, absorption and freeze thaw only.
  4. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- D. Paver Installation Subcontractor:
1. A copy of Subcontractor's current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.
  2. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

**1.04 QUALITY ASSURANCE**

- A. Paving Subcontractor Qualifications:
  - 1. An installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
  - 2. An installer holding a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.
- B. Mock-Ups:
  - 1. Install a 5 ft x 5 ft paver area.
  - 2. Use this area to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), color(s) and texture of the job.
  - 3. This area will be used as the standard by which the work will be judged.
  - 4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
  - 5. If mock-up is not retained, remove and properly dispose of mock-up.

**1.05 DELIVERY, STORAGE & HANDLING**

- A. General: Comply with Division 1 Product Requirement Section.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers packaging with identification labels intact.
  - 1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
  - 2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
  - 3. Unload pavers at job site in such a manner that no damage occurs to the product.
- D. Storage and Protection: Store materials protected such that they are kept free from mud, dirt, and other foreign materials. Store concrete paver cleaners and sealers per manufacturer's instructions.
  - 1. Cover bedding sand and joint sand with waterproof covering if needed to prevent exposure to rainfall or removal by wind. Secure the covering in place.

**1.06 PROJECT/SITE CONDITIONS**

- A. Environmental Requirements:
  - 1. Do not install sand or pavers during heavy rain or snowfall.
  - 2. Do not install sand and pavers over frozen base materials.
  - 3. Do not install concrete pavers on frozen or saturated sand.

**1.07 MAINTENANCE**

- A. Extra Materials: Provide minimum, 20 pieces (of each type and color paver) of additional material for use by owner for maintenance and repair.
- B. Pavers shall be from the same production run as installed materials.

**PART 2 PRODUCTS****2.01 INTERLOCKING CONCRETE PAVERS**

- A. Manufacturer: Pavestone Company 800-245-7283
  - 1. Contact: Jason Autry, 770-306-9691.
- B. Interlocking Concrete Pavers:
  - 1. Paver Type: Holland Stone, Concrete Paver.
    - a. Material Standard: Comply with material standards set forth in ASTM C 936
    - b. Color and finish: Owner and Landscape Architect shall select standard colors and standard finishes. Submit product data/color charts.
    - c. Color Pigment Material Standard: Comply with ASTM C 979.
    - d. Size: All pavers shall be 2 3/8 inch thick.
    - e. Average Compressive Strength (C140): 8000 psi (55 MPa) with no individual unit under 7200 psi (50 MPa) per ASTM C 140.
    - f. Average Water Absorption (ASTM C 140): 5% with no unit greater than 7%.
    - g. Freeze/Thaw Resistance (ASTM C 1645): 25 freeze-thaw cycles with no greater

loss than 200 g/m<sup>2</sup> of paver surface area or no greater loss than 500 g/m<sup>2</sup> of paver surface area after 50 freeze-thaw cycles. Freeze-thaw testing requirements shall be waived for applications not exposed to freezing conditions.

## 2.02 PRODUCT SUBSTITUTIONS

- A. Product Substitutions: No substitutions shall be submitted.

## 2.03 BEDDING AND JOINT SAND

- A. Provide bedding and joint sand as follows:
1. Washed, clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.
  2. Do not use limestone screenings, stone dust, or sand for the bedding sand material that does not conform to the grading requirements of ASTM C 33.
  3. Do not use mason sand or sand conforming to ASTM C 144 for the bedding sand.
  4. Where concrete pavers are subject to vehicular traffic, utilize sands that are as hard as practically available.
  5. Sieve according to ASTM C 136.
  6. Bedding Sand Material Requirements: Conform to the grading requirements of ASTM C 33 with modifications as shown in Table 1.

Table 1  
Grading Requirements for Bedding Sand  
ASTM C 33

| Sieve Size         | Percent Passing |
|--------------------|-----------------|
| 3/8 in.(9.5 mm)    | 100             |
| No. 4 (4.75 mm)    | 95 to 100       |
| No. 8 (2.36 mm)    | 85 to 100       |
| No. 16 (1.18 mm)   | 50 to 85        |
| No. 30 (0.600 mm)  | 25 to 60        |
| No. 50 (0.300 mm)  | 10 to 30        |
| No. 100 (0.150 mm) | 2 to 10         |
| No. 200 (0.075 mm) | 0 to 1          |

7. Joint Sand Material Requirements: Techniseal, HP2 Polymeric jointing sand as Provided by Techniseal, 1-800-465-7325. Color selected by Landscape Architect.

## 2.04 EDGE RESTRAINTS

- A. Provide edge restraints and install where required around the perimeter of all concrete paving units.

## 2.05 ACCESSORIES

- A. Provide accessory materials as follows:
1. Geotextile Fabric: Amoco or equal.
  2. Cleaners: As found acceptable to paver manufacturer.

## PART 3 EXECUTION

### 3.01 ACCEPTABLE INSTALLERS

- A. ICPI certified Installer with acceptable references and project experience of similar size projects.

### 3.02 EXAMINATION

- A. Acceptance of Site Verification of Conditions:



1. General Contractor shall inspect, accept and certify in writing to the paver installation Subcontractor, that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
  - a. Verify that sub-grade elevations conform to specified requirements.
  - b. Verify that geotextiles, if applicable, have been placed according to drawings and specifications.
  - c. Verify that surface tolerances and elevations conform to specified requirements.
2. Do not proceed with installation of bedding sand and interlocking concrete pavers until Sub-grade conditions are corrected by the General Contractor or designated subcontractor.

### 3.03 PREPARATION

- A. Verify that sub-grade and geotextile is ready to support sand, and pavers and imposed loads.
- B. Edge Restraint Preparation:
  1. Verify edge restraints are per the drawings at the indicated elevations.

### 3.04 INSTALLATION

- A. Spread bedding sand evenly over the base and screed to a nominal 1 in. thickness, not exceeding 1 1/2 in. thickness. Spread bedding sand evenly over the base and screed rails, using the rails and/or edge restraints to produce a nominal 1 in. thickness, allowing for specified variation in the surface.
  1. Do not disturb screeded sand.
  2. Screeded area shall not substantially exceed that which is covered by pavers in one day.
  3. Do not use bedding sand to fill depressions in the surface.
- B. Lay pavers in herringbone field pattern, with header course around perimeter. Place units hand tight without using hammers. Make horizontal adjustments to placement of laid pavers with rubber hammers and pry bars as required.
- C. No more than 5% of the joints shall exceed 1/4 in. wide to achieve straight bond lines.
- D. Joint lines shall not deviate more than  $\pm 1/2$  in. over 50 ft. from string lines.
- E. Fill gaps at the edges of the paved area with cut pavers or edge units.
- F. Cut pavers to be placed along the edge with a double blade paver splitter or a masonry saw.
- G. Adjust bond pattern at pavement edges such that cutting of edge pavers is minimized. All cut pavers exposed to vehicular tires shall be no smaller than one-third of a whole paver.
- H. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.
- I. Use a low-amplitude plate compactor capable of at least minimum of 4,000 lbf at a frequency of 75 to 100 Hz to vibrate the pavers into the sand. Remove any cracked or damaged pavers and replace with new units.
- J. Simultaneously spread, sweep and compact dry joint sand into joints continuously until full. This will require at least 4 to 6 passes with a plate compactor. Do not compact within 6 ft of unrestrained edges of paving units.
- K. All work within 6 ft. of the laying face must be left fully compacted with sand-filled joints at the end of each day or compacted upon acceptance of the work. Cover the laying face or any incomplete areas with plastic sheets overnight if not closed with cut and compacted pavers with joint sand to prevent exposed bedding sand from becoming saturated from rainfall.
- L. Remove excess sand from surface when installation is complete.

### 3.05 FIELD QUALITY CONTROL

- A. The final surface tolerance from grade elevations shall not deviate more than  $\pm 1/4$  in. under a 10 ft straightedge.
- B. Check final surface elevations for conformance to drawings.

- C. Lippage: No greater than 1/8 in. difference in height between adjacent pavers.

**3.06 CLEANING**

- A. Clean concrete pavers in accordance with the manufacturer's written recommendations.

**3.07 PROTECTION**

- A. After work in this section is complete, the General Contractor shall be responsible for protecting work from damage due to subsequent construction activity on the site.

END OF SECTION

## SPECIAL PROVISION 3000

## LANDSCAPE WORK

## PART 1 - GENERAL

## 1.01 Related Drawings

Drawings and general provisions of the contract, including General and/or Supplementary Conditions and Division 1 Specification Sections, apply to the work of all technical sections.

## 1.02 Description of Work

- A. Extent of the landscape work is shown on drawings and in schedule.
- B. Provide and furnish all labor, materials and equipment required or inferred from drawings and specifications to complete the work of this section.

## 1.03 Quality Assurance

## A. Reference Standards

- 1. Standardized Plant Names, latest edition by the American Joint Committee on Horticultural Nomenclature.
- 2. American Standard for Nursery Stock, latest edition, by the American Association of Nurserymen.

## B. Source Quality Control

- 1. General: Only plant material grown in a recognized nursery in accordance with good horticultural practice will be accepted. Location source of trees shown on plans. Provide healthy, vigorous stock, free of disease, insects, eggs, larvae and defects such as knots, included bark, injuries, abrasions or disfigurement.
- 2. Inspection of plant material prior to digging: The contractor shall locate all plant material for the job and inform the landscape architect in writing of the supplying nursery, contact name, and phone number within 7 days of award of contract to General Contractor. Within 14 days of receipt of plant material sources, the landscape architect and the owner, will select and tag 100% of the plant materials required for the job at the contractor's sources. In the event plant material is found to be unacceptable, the contractor will pursue other listed sources until acceptable plant material is found, at no

## SPECIAL PROVISION 4000

## LANDSCAPE WORK

additional cost to the owner. Approval at the plant source does not impair the right of inspection and rejection during progress of the work.

3. Ship the landscape materials with certificates of inspection required by governing authorities. Inspection by federal and/or state governments at the grower does not preclude rejection of plants at the site by the landscape architect. Comply with regulations applicable to landscape materials. Prepare plants for shipment to prevent damage to the plants.
- C. Do not make substitutions: If specified landscape material is not obtainable, submit to the landscape architect proof of non-availability and proposal for use of equivalent material. For proof of non-availability submit a written statement from nurseries that the plant in question is not available from them.
  - D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
  - E. Topsoil: Before delivery of topsoil (approval of topsoil required prior to delivery), furnish the landscape architect with written reports, samples and statements giving location of properties from which topsoil is to be obtained, depth to be stripped, and crops grown during past 2 years.
  - F. Soil Report: The contractor shall engage a reputable soils laboratory to include testing and analysis of new offsite topsoil. In the report, list fertilization and soil amendment recommendations to insure vigorous growth for all plants specified. Also include PH of soil samples and *any* lime requirements. Any material and labor required to amend topsoil to meet specifications are a subsidiary obligation to the landscape alternate and no additional compensation will be paid.
  - G. Approval and Selection of Materials and Work: The selection of all materials and the execution of all operations required under the specifications and drawings are subject to the approval of the landscape architect and the owner. They have the right to reject *any* and all materials and *any* and all work which, in their opinion, does not meet the requirements of the contract documents at *any* stage of the operations. The contractor shall remove rejected work and/or materials from the job site and replace promptly.

#### 1.04 Submittals

- A. Certification: Prior to acceptance of materials, submit certificates of inspection as required by government authorities and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

- B. Planting Schedule: Submit planting schedule showing scheduled dates for each type of planting in each area of site prior to beginning of the work.
- C. Maintenance Instructions: Upon completion of the installation, submit typewritten recommendations for maintenance of all portion of the landscape.
- D. Topsoil Sample: Submit 1 cubic foot sample of offsite topsoil
- E. Soil Report: Submit results of laboratory soil tests minimum of seven days prior to beginning of the work.
- F. Approval: Obtain approval from the landscape architect for all submittals prior to beginning of work unless otherwise noted.

#### 1.05 Delivery, Storage and Handling

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site. (Plants shall not be transported in temperatures below 20°F).
- B. Sod: Time the delivery so that sod will be placed within 24 hours after cutting. Protect sod against drying and breaking of strips.
- C. Trees, Shrubs and Ground Cover: Do not prune prior to delivery. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during shipment.
- D. Deliver trees, shrubs and ground cover after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees, shrubs and ground cover in shade, protect from weather and mechanical damage, heal in with mulch and keep moist.
- E. Do not remove container grown stock from containers until planting time.
- F. Do not remove labels attached to plant material by the landscape architect until directed to do so.

#### 1.06 Job Conditions

- A. Proceed with and complete the landscape work as rapidly as portions of site become available, working within seasonal limitation for each kind of landscape work required.

- B. Existing Utilities: Determine location of underground utilities. Perform work in a manner which will avoid possible damage. Excavate as required. Maintain grade stakes set by others unless removal is mutually agreed upon by parties concerned. All damage to utilities resulting from work covered in these specifications will be repaired at the contractor's expense.
- C. Excavation: If conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the landscape architect in writing before planting. Contractor, shall include In base bid all additional off-site topsoil necessary for planting on this site.
- D. Planting Time: Plant or install materials during suitable weather conditions.
- E. Planting Schedule: Prepare a proposed planting schedule. Schedule dates for each type of landscape work during contract period. Coordinate schedule with the General Contractor. No planting of trees shall be allowed between March 15 and July 1. Planting of trees between July 1 and October 30, shall be by special permission from Landscape Architect and only allowed if Contractor has forces on site everyday watering and monitoring moisture levels in the balls.
- F. Coordination with Beds/Islands: Plant trees and shrubs after final grades are Established and prior to planting of lawns, unless otherwise acceptable to the Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

#### 1.07 Warranty

- A. Warranty all trees, shrubs, groundcover, and areas for a period of 1 year after date Of final acceptance, against all defects, including death and unsatisfactory growth, in the opinion of the landscape architect and or the owner, except for defects resulting from incidents which are beyond the landscape contractor's control.
- B. Remove immediately and replace all trees, shrubs, groundcovers and lawn or other plants found to be dead or in unhealthy condition during the guarantee period as determined by the landscape architect or the owner. Make replacements as soon as weather conditions permit.
- C. Replacements: Match (height, spread and caliper) adjacent specimens of the same species. Replacements are subject to all requirements stated in this specification and subject to inspection by the landscape architect prior to digging.
- D. Repair grades, lawn areas, paving and any other damage resulting from replacement planting operations at no additional cost to the owner.

- E. Inspect job site monthly during the guarantee period to determine what changes, if any, should be made in the maintenance program. Submit all recommended changes in writing to the landscape architect and the owner.

## PART 2 - PRODUCTS

### 2.01 Topsoil

Provide off site topsoil which is free of purple nut sedge, fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 1/2" in any dimension, and other extraneous or toxic material harmful to plant growth. Topsoil shall be screened/shredded prior to delivery to site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4"; do not obtain from bogs or marshes.

### 2.02 Soil Amendments

- A. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10 mesh sieve and not less than 50% passes a 100 mesh sieve.
- B. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients:
  - 1. For trees and shrubs, provide fertilizer with not less than 10% available phosphoric acid and from 3% to 5% total nitrogen and from 3% to 5% soluble potash.
  - 2. For lawns, provide fertilizer with not less than 4% phosphoric acid and not less than 2% potassium and a percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

### 2.03 Planting Soil

See Plan

### 2.04 Plant Materials

- A. General

1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1 Standard for Nursery Stock.
2. Specific requirements concerning plant material and the manner in which it is to be supplied are shown on the drawings and plant list.
3. Acclimatization: Plant must have grown under climatic conditions (temperature extremes similar to those of the locality of the project site for a minimum of 1 year immediately prior to being planted on the job.

B. Quality and Size

1. Trees shall be of the size and kind designated by the plans, have a straight trunk with a well-branched, symmetrical top and with leader intact. Trees shall have no fresh cuts of limbs over 3/4 inch which have not completely callused over, no cut back trees and no abrasions of the bark. Trees with co-dominant leaders, narrow crotches with included bark, split bark with in-rolled callus, dead, broken or flush cut branches will not be accepted. All trees shall be straight trunk, with full heads and symmetrical branches around trunk. For multi-stemmed trees no division of the trunk more than 6 inches from the ground level shall be considered as a stem. Trees injured in transit or delivered in an unsatisfactory manner will be rejected. Trees must have good fibrous root systems. All root cuts must be cleanly cut.
2. Balled and burlaped trees (B&B) shall be adequately balled with firm, natural balls of Size in accordance with the American Standards for Nursery Stock (current edition). Balls shall be firmly wrapped with burlap.
3. Balled and burlaped in wire basket trees (W.B., B&B) shall have a machine dug ball. The size and condition of the ball shall be as provided for balled and burlaped trees. The ball shall be dug with a tree spade and placed in a burlap lined wire basket in one operation. The wire basket shall then be crimped around the sides and firmly tied and laced across the top of the burlap covered ball securing the ball and wire basket neatly together. A lifting strap shall then be laced and integrally tied into the wire basket prior to moving the tree from the growing field. Additionally, the trunk of the tree shall be protected by a stem guard installed at time of digging ball which shall be burlap, cardboard, etc., wrapped around the trunk or canes of the tree from the top of the root ball to the first tree branches or 36".
4. Shrubs shall be of the size and kind designated by the plans. Balled and burlaped shrubs shall be vigorous, well furnished plants of uniform size, shape and quality and must have fibrous root systems. Balls shall be firm, of size in accordance with American Standard for Nursery Stock (current



edition), tied with twine or other satisfactory material. No balled shrub will be acceptable if cracked or broken before or during the process of planting and no plant will be acceptable which is handled by the plant top itself and not the ball. Container shrubs shall have a strong fibrous root system established in container soil mix. Plants with root mass circled around inside of container exhibiting a root-bound condition will be rejected.

5. Vines and perennials shall be of the size and kind designated by the plans. Bare-root vines shall be vigorous, well furnished plants with good vigorous root systems, protected by an acceptable method from drying out. Pot-grown plants (P.G.) shall be vigorous well-developed plants, well established in pots with sufficient roots to hold the earth together intact after removal from containers and at the same time not to be root bound. Upon permission of the engineer due to lateness of planting in the spring season causing a hold-over of the planting of vines to the next season, the contractor may furnish and plant potted plants or the kinds of vines designated as bare-root, provided the potted plants are at least one year old, the pots 2-1/2 inch minimum diameter, and 2 plants for the one ordered are furnished and planted in the same pocket holes or beds as specified. The 2 plants will be at no additional cost to the owner. Balled and burlaped vines shall be vigorous, well-developed plants. Perennials shall be field grown unless otherwise provided.
6. Grass Sod: Provide fresh, clean, new crop sod complying with tolerance for purity and established by Official Seed Analysts of North America.

## 2.05 Miscellaneous Landscape Materials

- A. Anchors: Arbortie AT HD15 heavy duty screw anchor .
- B. Arbortie system, color green. Submit manufacturer data for approval.

## PART 3 - EXECUTION

### 3.01 Preparation

#### General

1. The contractor shall examine conditions under which planting is to be installed. Review applicable architectural and engineering drawings and be familiar with alignment of underground utilities before digging.
2. Planting Time: See Subsection 1.06(E).
3. Layout individual tree and shrub locations and areas for multiple plantings. Stake

locations and outline areas and secure the landscape architects' acceptance before start of excavation for planting work. Make adjustments as *may* be requested.

4. Notify the landscape architect of adverse subsurface drainage or soil conditions.

### 3.02 Excavation

#### A. Excavation for Trees and Shrubs:

1. Excavate pits, beds and trenches with vertical sides as specified and as shown on the drawings.
2. For balled and burlaped (B&B or B&B/WB) trees, make excavation as shown on details.
3. For container grown stock, excavate as detailed.

### 3.03 Preparation of Planting Soil

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix lime and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
- C. For pit and trench type backfill, mix planting soil prior to backfilling.
- D. For planting beds, mix planting soil either prior to planting or apply to surface of topsoil and mix thoroughly before planting.
  1. Mix lime, if required, with dry soil prior to mixing of fertilizer.
  2. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to the sub grade before applying planting soil and tilling.
- E. Loosen sub grade to a minimum depth of 8". Remove stones over 1" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
- F. Place approximately 1/2 of total amount of new topsoil required. Work into top of loosened sub grade to create a transition layer and then place remainder of the planting soil mixture to a minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.

- G. Allow for sod thickness in areas to be sodded.
- H. Grade areas to a smooth even surface with loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- I. Fertilize and lime prior to start of grassing operation. Apply ground limestone at the rate recommended by soil test analysis and work into top 6" of soil. Apply fertilizer at the rate of 1,200 pounds per acre and work into top 2" of soil.

### 3.04 Planting Trees and Shrubs

- A. Set ball and burlaped (B&B or B&B/WB) and container stock, plumb and in center of pit or trench with top of ball 2" to 3" above the finish grade (or as shown in details) and also 2" to 3" above the grade they bore to natural grades before transplanting. Remove burlap from top of balls. Remove all synthetic ropes from root ball. Use planting soil mixture to backfill plant pits. When plants are set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- B. Form Shallow saucers to the finished grade outside the tree pit (trees not in planting beds or in tree grates) approximately 3" height capable of holding water around each plant by placing a mound of topsoil around the edge of each filled in pit.
- C. If trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again after planting as per manufacturers recommendations. Plants shall be hardened off under mist at nursery prior to delivery. Use only if plants are transplanted from June through September. If planting in full leaf, contractor shall seek approval of landscape architect prior to any work.
- D. Mulching: Immediately after planting work has been completed, mulch pits, trenches and planting beds.
- E. Water: Soak all plants immediately after planting, continue watering thereafter as necessary or as directed until acceptance of the work in total.
- F. Smooth planting areas to conform to specified grades after full settlement has occurred and mulch has been applied.
- F. Shovel edge required between all planting beds and lawn areas.

### 3.05 Staking, Guying and Pruning

- A. Stake and guy trees immediately after planting. Plants shall be plumb after staking or guying. Maintain stakes, wires and guys until acceptance of the work in total.
- B. Staking trees of 1" to 4 1/2" caliper: Drive stakes securely into ground and fasten to tree with arbortie. Adhere to staking details unless alternate detail has been approved by the landscape architect prior to beginning of planting operation.
- C. Pruning: Unless otherwise directed by the Architect, do not cut tree leaders and remove only injured or dead branches from trees, if any. Prune shrubs at the direction of the landscape architect.
- D. Remove and replace promptly any plants misformed resulting from improper pruning.

### 3.06 Sowing Turf Grass

All sodding & ground preparation shall conform to Alabama Department of Transportation Standard Specifications for Highway Construction, 2024 Edition, Sections 651, 652, and 654.

### 3.07 Maintenance

- A. Begin maintenance immediately after planting.
- B. Maintain trees and shrubs until provisional acceptance of the work in total, and 6 months following final acceptance.
- C. Maintain trees and shrubs by water, pruning, cultivating, weeding and re-mulching as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Spray as required to keep trees and shrubs free of insects and disease.
- C. Maintain lawns until provisional acceptance of the work in total and 6 months after final acceptance.
- E. Maintain lawns by watering, weeding, mowing, repair of eroded areas and re-sodding as necessary to establish a uniform stand of the specified grasses.

### 3.08 Clean Up and Protection

- A. During landscape work, keep pavements clean and work area in an orderly condition.

- B. Upon completion of work, clear grounds of debris superfluous materials and all equipment. Remove from site to satisfaction of the landscape architect and the owner.
- C. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed at no additional cost to the owner.

### 3.09 Inspection and Acceptance

- A. Upon completion of work, notify the landscape architect and the owner at least 10 days prior to requested date of inspection for provisional acceptance. Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by the landscape architect and found to be acceptable. Remove rejected plants and materials promptly from project site.
- B. Final acceptance: *One* year after provisional acceptance of the work in total the landscape architect and the owner shall inspect the work for final acceptance.
- C. All planting and plant material required in these specifications shall be in satisfactory condition and accepted by the owner when the contractor applies for final payment.

END OF SECTION

## **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 Miller & Miller, Inc., in the amount of ONE MILLION ONE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$1,132,448.00), for Monroe Streetscape from Williams Avenue to Clinton Avenue, Base Bid, Option #1 and Option #2, Project No. 71-21-SP27, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 13th day of March, 2025, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

\_\_\_\_\_  
Kathy Martin  
Director of 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, Alabama 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, Alabama 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, Miller & Miller, Inc., 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.**

\_\_\_\_\_  
Miller & Miller, Inc.  
(Company)

\_\_\_\_\_  
BY:  
(Authorized Representative)