

CITY COUNCIL AGENDA ITEM COVER MEMO

FOR AGENDA OF COUNCIL MEETING/WORK SESSION – DATE: February 26, 2015

ACTION REQUESTED BY: Huntsville Utilities

COUNCILMAN: ALL DISTRICT: ALL

SUBJECT MATTER: Water Plant Construction Contract

EXACT WORDING FOR AGENDA: Resolution authorizing the Mayor to execute the contract with Brasfield & Gorrie LLC for the construction of a water treatment plant and intake facilities in Marshall County, AL. (Utilities: Water).

ORDINANCE: RESOLUTION: X MOTION:

(IF AMENDMENT, STATE TITLE AND NUMBER OF ORIGINAL): N/A

ITEM IS TO BE CONSIDERED FOR:

INTRODUCTION: ACTION: X DISCUSSION:

UNANIMOUS CONSENT REQUIRED? No

BRIEFLY STATE WHY THE ACTION IS REQUESTED; WHY IT IS RECOMMENDED OR NOT RECOMMENDED; WHAT COUNCIL ACTION WILL PROVIDE, ALLOW, OR ACCOMPLISH; ANY ASSOCIATED COST; BUDGETED (?); AND ANY OTHER INFORMATION THAT YOU THINK MIGHT BE HELPFUL.

Approval of this resolution will authorize the Mayor to execute the contract with Brasfield & Gorrie for the construction of the Southeast Water Treatment Plant, pipelines, water mains, and intake facilities. This project is scheduled for approximately 36 months. This is a budgeted Capital Project. Total Estimated Cost \$83,539,000.00.

MAYOR RECOMMENDS OR CONCURS? YES _____ NO _____ N/A _____

SIGNATURE: Jay C. Stowe, P.E., President/CEO

DATE: January 28, 2015

RESOLUTION NO. 2015-_____

WHEREAS, the City of Huntsville Waterworks Utility Board has approved a contract and agreement between the City of Huntsville, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities, (hereinafter referred to as "Utilities"), and Brasfield & Gorrie, LLC, (hereinafter referred to as "Contractor"), being dated February 26, 2015 whereby Contractor will construct a water treatment plant and intake facilities in Marshall County, Alabama together with pipelines and water mains extending from the treatment plant to Utilities' existing facilities in Madison County, Alabama, all to be constructed by the Contractor for the amount of \$83,539,000.00 Dollars, a copy of said contract entitled "Southeast Water Treatment Plant" being attached hereto and made a part hereof; and

WHEREAS, the agreement and contract has been executed for and on behalf of the Contractor and requires the consent and approval of the City Council of the City of Huntsville, Alabama, and execution by the Mayor of the City of Huntsville to be a valid existing contract or agreement for and on behalf of the City of Huntsville;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the contract and agreement between the City of Huntsville, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities, and Brasfield & Gorrie, LLC, dated February 26, 2015 and entitled "Southeast Water Treatment Plant", a copy of which is attached to this Resolution, be, and the same is hereby accepted and approved, and the Mayor of the City of Huntsville is hereby authorized and directed to execute the contract and agreement for and on behalf of the City of Huntsville.

BE IT FURTHER RESOLVED that said agreement identified as "Southeast Water Treatment Plant" between the City of Huntsville, a municipal corporation within the State of Alabama, d/b/a Huntsville Utilities, and Brasfield & Gorrie, LLC, with the date of February 26, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2015.

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

APPROVED this the _____ day of _____, 2015.

Mayor of the City of Huntsville,
Alabama

**SECTION 00 52 13
CONTRACT**

THIS AGREEMENT, made and entered into on the

26th day of February, 20 15.

BY AND BETWEEN

BRASFIELD & GORRIE, LLC

CONTRACTOR, Party of the First Part, and

THE CITY OF HUNTSVILLE, ALABAMA, A MUNICIPAL CORPORATION, WITHIN THE STATE OF ALABAMA, d/b/a, HUNTSVILLE UTILITIES Party of the Second Part, hereinafter referred to as the OWNER.

**** WITNESSETH ****

The CONTRACTOR, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at its own proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances, machinery, and appurtenances for the **SOUTHEAST WATER TREATMENT PLANT** to the extent of the Proposal made by the CONTRACTOR, dated the 15th day of January, 2015 all in full compliance with the Contract Documents referred to herein.

The Contract Documents shall include but not be limited to the Bidding Requirements, signed copy of the Proposal, Contract Forms (including any Amendments), Invitation for Bid, the General and Special Conditions, Supplemental Conditions, if any, Bonds, Technical Specifications, Maps, Plans and Drawings, and any other printed or written explanatory matter thereof, including any and all addenda, as prepared by the OWNER, all of which are made a part of this Contract as if fully and completely set forth herein. All of the aforesaid documents are collectively referred to as "Contract Documents".

In consideration of the performance of the work as set forth in these Contract Documents, and subject to adjustments in accordance with the Contract Documents, the OWNER agrees to pay the Contractor and to make payments in the manner and at the times provided in the Contract Documents, the amount of: Eighty-Three Million, Five Hundred Thirty-Nine Thousand and Zero Cents (\$83,539,000.00) based on the Lump Sum Prices contained herein.

The CONTRACTOR agrees to commence the work to be performed under this agreement on a date to be specified in a written notice by the OWNER, and shall be fully completed by 1,095 days from the date specified in the OWNER'S Notice to Proceed

In the event the CONTRACTOR fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the OWNER in the amount of \$10,000.00 Dollars per calendar day.

The CONTRACTOR agrees to the manner and method of progress or periodic payments which will be made by the OWNER to the CONTRACTOR as set forth in the General Conditions and Supplementary Conditions of the Contract. Notwithstanding any laws of the State of Alabama to the contrary, the CONTRACTOR does hereby agree that the OWNER shall keep and retain all amounts retained from periodic or progress payments in the same form as retained until such time as the final payment is made. The CONTRACTOR does hereby waive any and all right which the CONTRACTOR may or might have to withdraw any amounts retained from periodic or progress payments by substituting or depositing securities or by establishment of an escrow account as provided by Section 39-2-12, Code of Alabama, 1975, as amended.

Upon completion of the Contract, the CONTRACTOR shall cause Notice of Completion to be published in the manner and method as set forth in Section 39-1-1 Code of Alabama, 1975 as last amended.

Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that publication of Notice of Completion has been perfected and that all payrolls, materials, bills and other costs incurred by the CONTRACTOR in connection with the completion of the work have been paid in full, final payment on account of the Contract shall be made within sixty (60) days of the completion of the CONTRACTOR of all work covered by the Contract and the acceptance of such work by the OWNER, except in no event shall final payment be made until 30 days has lapsed since the final Notice of Publication of Completion has been made.

It is mutually agreed between the parties that at any time after the execution of this Agreement and the Performance and Payment Bonds attached, the OWNER shall deem the sureties upon such bonds to be unsatisfactory; or if, for any reasons such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at its expense, within five (5) days after the receipt of notice from the OWNER to do so, furnish additional bond or bonds, in such form and amount and with such surety or sureties as will be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under the Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to OWNER.

The said CONTRACTOR further agrees to indemnify, hold harmless, and defend the OWNER, Engineer, the City of Huntsville, members of the Huntsville Water Utility Board, or their representatives, employees, agents or servants from and against any and all liability for loss, damages, attorney fees, and expenses which the OWNER, Engineer, the City of Huntsville, members of the Huntsville Water Utility Board, or their representatives, employees, agents or servants, may suffer or be held liable by reason of injury or damage to any person or property arising out of or in any manner connected with the operations to be performed under this Contract whether or not due in whole or in part to any act, omission, or negligence of the OWNER,

Engineer, The City of Huntsville, the members of the Huntsville Water Utility Board, or to any of their representatives, employees, agents or servants.

The CONTRACTOR must file with the OWNER evidence of adequate insurance for damages to persons and property which may arise out of performance of this Contract, and which is set forth in the Contract Documents and attachments hereto.

No additional work or extra tasks shall be performed unless the same shall be duly authorized by appropriate action by the Owner in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first written above in three (3) consecutive counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed as the original Contract.

Attest:

CITY OF HUNTSVILLE, ALABAMA,
A MUNICIPAL CORPORATION WITHIN
THE STATE OF ALABAMA, d/b/a
HUNTSVILLE UTILITIES

By _____

As to Owner

Title _____

Attest:

BRASFIELD & GORRIE, LLC
CONTRACTOR

Mattie E. Whitley

By *Robert Caswell*

As to Contractor

Title VICE PRESIDENT

END OF SECTION