

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jun 9, 2016

Action Requested By: \_\_\_\_\_

Agenda Type: \_\_\_\_\_

Subject Matter:

Agreement between the City of Huntsville and Christopher Contractors, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, Christopher Contractors, Inc. for Pulaski Pike Pedestrian Access Improvements Project No. 71-16-SW05.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement will consist of installing 3700' of sidewalks on the east side of Pulaski Pike from Winchester Road to Stringfield Road, to include a pedestrian bridge at Blue Haven Drive, to serve the new Jemison/McNair Campus for a total contract amount of \$404,174.90 Account No: Funded by various sidewalk account balances.

Associated Cost: \$404,174.90

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: [Signature]

Date: 6/9/16

Pink TNC

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: **Engineering**

Council Meeting Date: **6/9/2016**

Department Contact: **Lameka S. Carter**

Phone # **256-427-5304**

Contract or Agreement: **Construction Contract**

Document Name: **Christopher - Pulaski Pike Pedestrian Access Improvements, Project No. 71-16-SW05**

City Obligation Amount: **\$404,174.90**

Total Project Budget: **\$404,174.90**

Uncommitted Account Balance:

Account Number: **Funded by various sidewalk account bala...**

**Procurement Agreements**

<b>Title 39</b>	<b>Competitive</b>
-----------------	--------------------

**Grant-Funded Agreements**

<b>Not Applicable</b>	<b>Grant Name:</b>
-----------------------	--------------------

Department	Signature	Date
1) Originating	<i>Lethy Mack</i>	6/9/16
2) Legal	<i>Mary C. Cates</i>	6/9/16
3) Finance	<i>M. [Signature]</i>	6-9-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 16-**

**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 and the low bidder, Christopher Contractors, Inc. in the amount of FOUR HUNDRED FOUR THOUSAND ONE HUNDRED SEVENTY-FOUR AND .90/100 DOLLARS (\$404,174.90) for Pulaski Pike Pedestrian Access Improvements, Project No. 71-16-SW05, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Christopher Contractors, Inc., for Pulaski Pike Pedestrian Access Improvements, Project No. 71-16-SW05" consisting of a total of one (1) page plus sixty-five (65) additional pages consisting of Attachments A1-J, 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, June 9, 2016 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 9th day of June, 2016.

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

**APPROVED** this the 9th day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE  
AND  
CHRISTOPHER CONTRACTORS, INC.  
FOR  
PULASKI PIKE PEDESTRIAN ACCESS IMPROVMENTS  
PROJECT NO. 71-16-SW05**

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

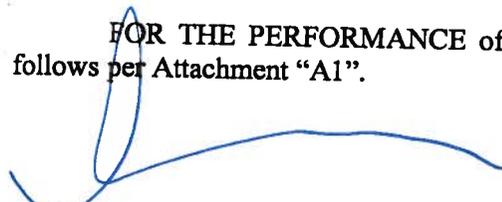
THIS CONTRACT, made and entered into this 9th day of June, 2016, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and CHRISTOPHER CONTRACTORS, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Pulaski Pike Pedestrian Access Improvements, Project # 71-16-SW05 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".

  
\_\_\_\_\_  
Christopher Contractors, Inc.

BY: \_\_\_\_\_  
Tommy Battle, Mayor

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

\_\_\_\_\_  
Kenneth Benion  
City Clerk Treasurer

\_\_\_\_\_  
Will Culver  
City Council President

DATE: June 9, 2016

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**  
**PROJECT NO. 71-16-SW05**

**CITY OF HUNTSVILLE, ALABAMA**

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| ATTACHMENT "A1"                                                              |                                       |         |          |                |              |  | 5/31/2016 |
|------------------------------------------------------------------------------|---------------------------------------|---------|----------|----------------|--------------|--|-----------|
| <b>PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS</b><br>Project No. 71-16-SW05 |                                       |         |          |                |              |  |           |
| UNIT BID SHEET                                                               |                                       |         |          |                |              |  |           |
| ITEM NO.                                                                     | DESCRIPTION                           | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT   |  |           |
| 1                                                                            | REMOVING CONCRETE DRIVEWAY            | 213     | SQYD     | \$15.00        | \$3,195.00   |  |           |
| 2                                                                            | REMOVING CURB AND GUTTER              | 182.00  | LF       | \$11.00        | \$2,002.00   |  |           |
| 3                                                                            | STEEL REINFORCEMENT PER SHEET S-1     | 4683    | LB       | \$2.00         | \$9,366.00   |  |           |
| 4                                                                            | BRIDGE SUBSTRUCTURE CONCRETE, CLASS A | 24      | CUYD     | \$2,200.00     | \$52,800.00  |  |           |
| 5                                                                            | PEDESTRIAN BRIDGE                     | 1       | LS       | \$36,000.00    | \$36,000.00  |  |           |
| 6                                                                            | HANDRAIL                              | 300     | LF       | \$52.00        | \$15,600.00  |  |           |
| 7                                                                            | LOOSE RIPRAP, CLASS 2, 12" THICK      | 92      | SQYD     | \$27.00        | \$2,484.00   |  |           |
| 8                                                                            | FILTER BLANKET, GEOTEXTILE            | 92      | SQYD     | \$4.00         | \$368.00     |  |           |
| 9                                                                            | CONCRETE SIDEWALK, 4" THICK           | 3098.7  | SQYD     | \$47.00        | \$145,638.90 |  |           |
| 10                                                                           | CONCRETE DRIVEWAY, 6" THICK           | 213     | SQYD     | \$53.00        | \$11,289.00  |  |           |
| 11                                                                           | STONE BACKFILL, 2" THICK              | 188     | TON      | \$32.00        | \$6,016.00   |  |           |
| 12                                                                           | SEEDING TO INCLUDE DISTURBED AREAS    | 1.50    | ACRE     | \$1,300.00     | \$1,950.00   |  |           |
| 13                                                                           | MULCHING                              | 1.50    | ACRE     | \$1,200.00     | \$1,800.00   |  |           |

| ATTACHMENT "A1"                                                          |                                                             |         |          |                |             | 5/31/2016 |
|--------------------------------------------------------------------------|-------------------------------------------------------------|---------|----------|----------------|-------------|-----------|
| PULASKI PIKE PEDESTRIAN ACCESS<br>IMPROVEMENTS<br>Project No. 71-16-SW05 |                                                             |         |          |                |             |           |
| UNIT BID SHEET                                                           |                                                             |         |          |                |             |           |
| ITEM NO.                                                                 | DESCRIPTION                                                 | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT  |           |
| 14                                                                       | SILT FENCE TO INCLUDE INSTALLATION, MAINTENANCE AND REMOVAL | 258     | LF       | \$4.50         | \$1,161.00  |           |
| 15                                                                       | RETAINING WALL                                              | 1040    | SQFT     | \$17.00        | \$17,680.00 |           |
| 16                                                                       | TOPSOIL                                                     | 275.00  | CUYD     | \$27.00        | \$7,425.00  |           |
| 17                                                                       | SOD - IN STEEP AREAS AND ADJACENT TO RESIDENTIAL PROPERTIES | 650     | SQYD     | \$5.00         | \$3,250.00  |           |
| 18                                                                       | HANDICAP RAMPS                                              | 8       | EACH     | \$1,300.00     | \$10,400.00 |           |
| 19                                                                       | OFFSITE BORROW IN PLACE                                     | 1000    | CUYD     | \$15.00        | \$15,000.00 |           |
| 20                                                                       | TEMPORARY CONES FOR TRAFFIC CONTROL                         | 50      | EACH     | \$22.00        | \$1,100.00  |           |
| 21                                                                       | TEMPORARY SIGNS FOR TRAFFIC CONTROL                         | 15      | EACH     | \$300.00       | \$4,500.00  |           |
| 22                                                                       | TEMPORARY DRUMS FOR TRAFFIC CONTROL                         | 50      | EACH     | \$57.00        | \$2,850.00  |           |
| 23                                                                       | UNCLASSIFIED EXCAVATION                                     | 1000    | CY       | \$7.00         | \$7,000.00  |           |
| 24                                                                       | MOBILIZATION                                                | 1.00    | LS       | \$20,000.00    | \$20,000.00 |           |
| 25                                                                       | REQD SIGNS                                                  | 220.00  | SQFT     | \$0.00         | \$0.00      |           |

| ATTACHMENT "A1"                                                                                                                                                           |                                                     |         |          |                |              | 5/31/2016 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------|----------|----------------|--------------|-----------|
| PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS<br>Project No. 71-16-SW05                                                                                                     |                                                     |         |          |                |              |           |
| UNIT BID SHEET                                                                                                                                                            |                                                     |         |          |                |              |           |
| ITEM NO.                                                                                                                                                                  | DESCRIPTION                                         | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT   |           |
| 26                                                                                                                                                                        | SIGN POST                                           | 33      | EACH     | \$0.00         | \$0.00       |           |
| 27                                                                                                                                                                        | STRIPING FOR CROSSWALKS AND STOP BARS               | 1500    | SQFT     | \$5.00         | \$7,500.00   |           |
| 28                                                                                                                                                                        | CONSTRUCTION EXIT AT BLUEHAVEN DR                   | 1       | LS       | \$800.00       | \$800.00     |           |
| 29                                                                                                                                                                        | REMOVABLE BOLLARD                                   | 2       | EACH     | \$800.00       | \$1,600.00   |           |
| 30                                                                                                                                                                        | PERMANENT BARRICADE                                 | 1       | EACH     | \$1,000.00     | \$1,000.00   |           |
| 31                                                                                                                                                                        | SIGNS (TO INCLUDE INSTALLATION POSTS AND MATERIALS) | 36      | EACH     | \$400.00       | \$14,400.00  |           |
| TOTAL BASE BID                                                                                                                                                            |                                                     |         |          |                | \$404,174.90 |           |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE.<br>PRICES SHALL INCLUDE ALL LABOR,<br>EQUIPMENT, MATERIALS, AND REMOVALS AS<br>REQUIRED FOR CONSTRUCTION OF THE<br>REQUIRED WORK. |                                                     |         |          |                |              |           |
| COMPANY <u>Unigraphics Contractors Inc</u><br>SIGNATURE _____<br>DATE <u>5/31/16</u>                                                                                      |                                                     |         |          |                |              |           |

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building  
320 Fountain Circle  
Huntsville, Alabama

PROPOSAL OF

Christopher Contractors Inc  
(NAME)

15891 Reid Rd  
(ADDRESS)

Athens, AL 35611

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS  
PROJECT NO. 71-16-SW05

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 CD-RW (preferably in a live/flash drive format) 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 CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that the Contract Time for completion of all work is Sixty (60) calendar days.

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**

**PROJECT NO. 71-16-SW05**

Page Two

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

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

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

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

DATED: 5/31, 2014

(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 44819

(IF A CORPORATION)  
SIGNATURE OF BIDDER \_\_\_\_\_

BY Maggie Christopher

BUSINESS ADDRESS 15891 Reid Rd Athens Ga 30611

INCORPORATED UNDER THE LAWS OF THE STATE OF Al

NAMES PRESIDENT Tony Christopher

OF SECRETARY Maggie Christopher

OFFICERS TREASURER " "

**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"**

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**  
**PROJECT NO. 71-16-SW05**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

**Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.**

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED</u> |
|---------------------|----------------------|
| 1                   | 5/19/16              |
| 2                   | 5/24/16              |
|                     |                      |
|                     |                      |
|                     |                      |

**COMPANY** Christopher Contractors Inc  
**SIGNATURE** [Signature]  
**TITLE** Secretary  
**DATE** 5/31/16

**ATTACHMENT "D"**

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**  
**PROJECT NO. 71-18-SW05**

**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 Dolberry via email at [mary.dolberry@huntsvilleal.gov](mailto:mary.dolberry@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                               |                                  |                           |                       |                                                |
| Electrical                                  |                                  |                           |                       |                                                |
| Water                                       |                                  |                           |                       |                                                |
| Asphalt                                     |                                  |                           |                       |                                                |
| Landscaping (Trees, grassing)               |                                  |                           |                       |                                                |
| Irrigation                                  |                                  |                           |                       |                                                |
| Striping                                    | Jc Cheek                         | 11303                     | PObox 1138            |                                                |
| Sewer Testing                               |                                  |                           | KOSCIUSKO, MS         |                                                |
| Guardrails                                  |                                  |                           |                       |                                                |
| Handrails                                   |                                  |                           |                       |                                                |
| Painting                                    |                                  |                           |                       |                                                |
| Special (fencing, benches, dewatering etc.) |                                  |                           |                       |                                                |
| Mechanical                                  |                                  |                           |                       |                                                |
| SCADA                                       |                                  |                           |                       |                                                |

**ATTACHMENT "E"**

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**  
**PROJECT NO. 71-16-SW05**

**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. *See attached*  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

# Christopher Contractors Inc.

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2012 Southwest Service Zone  
Waterline Replacement – Ph 2  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Mallard Fox Force Main  
Decatur Utilities  
1002 Central Parkway  
Decatur, AL  
Mark Cupps (256) 552-1454

Mallard Fox Water Reinforcements  
Decatur Utilities  
1002 Central Parkway  
Decatur, AL  
Mark Cupps (256) 552-1454

Wells Rd Sewer  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Limestone County Correctional Facility Force Main  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Research Park Stormwater  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Chris McNeese 256-427-5300

Limestone County Correctional Facility Force Main  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Hwy 31/20 Causeway Water Main Relocation  
Decatur Utilities  
1002 Central Parkway  
Decatur, AL  
Mark Cupps (256) 552-1454

Squaw Valley Interceptor  
City of Huntsville  
1800 Vermont Road  
Huntsville, AL  
Shane Cook 256-883-3719

Western Area Interceptor Ph 4 A  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Kathy Martin 256-427-5300

Western Area Interceptor Ph 4 B  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Kathy Martin 256-427-5300

Brunswick Acres Revised Pump Station & Force Main  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Creekside Elementary Force Main & Pump Station  
Limestone County Water & Sewer Authority  
PO Box 110  
Athens, AL 35612  
Brent Brown 256-232-6445

Winslow Sanitary Sewer  
Athens AL  
City of Athens Wastewater Department  
John Stockton 256-232-1440

Redstone Gateway 1B-3  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Chris McNeese 256-427-5300

Redstone Gateway 1F-2  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Chris McNeese 256-427-5300

Redstone Gateway 1F-3  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Chris McNeese 256-427-5300

Periodic Bid for various construction projects  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Kathy Martin 256-427-5300

Sanitary Sewer Periodic-Current  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Kathy Martin 256-427-5300

Martin Rd Electrical Relocation  
Redstone Arsenal  
City of Huntsville  
320 Fountain Cir  
Huntsville, AL  
Kathy Martin 256-427-5300

Nance Rd Improvements  
City of Huntsville  
320 Fountain Circle  
Huntsville, AL 35801  
Toneka Lindsey  
256-427-5300

**ATTACHMENT "F"**

Pre-bid meeting to be held on Tuesday, May 17, 2016 at 10:00 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801

**NOTICE TO CONTRACTORS**

**WANTED:** Sealed bids in duplicate for the construction of: Puleaski Pike Pedestrian Access Improvements, more particularly known as Project No. 71-16-SW05

**Description of Project:** Puleaski Pike sidewalk project consists of installation of sidewalk on Puleaski Pike from Springfield Road to Winchester Road with pedestrian bridge installed on westernmost section of Blue Haven Drive.

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 1998) 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, Puleaski Pike Pedestrian Access Improvements, more particularly known as Project No. 71-16-SW05, requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 31<sup>st</sup> day of May, 2016 until 10:00 a.m. 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: [www.huntsvilleal.gov/engineering](http://www.huntsvilleal.gov/engineering). Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineering/bidlist.html](http://www.huntsvilleal.gov/engineering/bidlist.html). Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

#### E-VERIFY – NOTICE

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

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

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

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

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

Advertise Date: 5-8-16

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

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

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

ESTIMATE NUMBER: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ TO \_\_\_\_\_  
 CONTRACT DURATION \_\_\_\_\_ DAYS  
 START DATE: \_\_\_\_\_ END DATE: 1/0/00 TOTAL CONTRACT TIME (S) 0 DAYS

TIME C.O. # 1 \_\_\_\_\_  
 TIME C.O. # 2 \_\_\_\_\_ CONTRACT DAYS REMAINING 0  
 TIME C.O. # 3 \_\_\_\_\_

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 COB 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 \_\_\_\_\_ DAYS =  
 TOTAL CONTRACT TIME (S) 0 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) \_\_\_\_\_ = #DIV/0!  
 TOTAL CONTRACT AMOUNT \_\_\_\_\_

C: PROGRESS OF WORK: B - A = \_\_\_\_\_

**CONTRACTORS CERTIFICATE**

I, \_\_\_\_\_, the duly qualified, active and authorized agent for the contractor, do hereby certify that we have performed all of the work set forth in this estimate in accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment herein have been paid for in full as shown on all prior estimates and if required to do so we will show evidence of payment for the same in writing before the final payment of the estimate. We further certify that in the final estimate that the price is received from the City of Huntsville in completed compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon execution of said work, hereby release the City of Huntsville, its employees, agents, and representatives in accordance with said contract. We further certify that we fully understand all work performed hereunder for a period of three months from the date of payment of the final estimate in accordance with the terms of our contract and all amendments thereto, during which time all forms and conditions of the original contract document shall remain in full force and effect, including the Insurance Requirements, Hold Harmless Agreement, and Arbitration 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)**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

A. General Information. Please provide the following information:

29 Legal name(s) (include "doing business as", if applicable): Christopher Contracting Inc  
 29 City of Huntsville current taxpayer identification number (if available): 37501  
 (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>260-331 AL</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: [Signature] Title (if applicable): Secretary  
 Type or legibly write name: Maggie Christopher Date: 5/31/16



Welcome Maggie Williams User ID MWIL3226 Last Login 10:33 AM - 10/15/2015 Log Out

Click any icon for help

- Home
- My Cases
  - New Case
  - View Cases
  - Search Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Share Ideas
  - Contact Us

## Company Information

**Company Name:** Christopher Contractors, Inc.

[View / Edit](#)

**Company ID Number:** 398187

**Doing Business As (DBA) Name:**

**DUNS Number:**

### Physical Location:

**Address 1:** 15981 Reid Rd  
**Address 2:**  
**City:** Athens  
**State:** AL  
**Zip Code:** 35611  
**County:** LIMESTONE

### Mailing Address:

**Address 1:** P.O. Box 247  
**Address 2:**  
**City:** Athens  
**State:** AL  
**Zip Code:** 35612

### Additional Information:

**Employer Identification Number:** 284407825

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 1

[View / Edit](#)

[View / Edit](#)



**Company ID Number: 398167**

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 Christopher Professional Enterprises, Inc**

**Maggie Williams**

|                              |                   |
|------------------------------|-------------------|
| Name (Please Type or Print)  | Title             |
| <b>Electronically Signed</b> | <b>03/07/2011</b> |
| Signature                    | Date              |

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

|                              |                   |
|------------------------------|-------------------|
| Name (Please Type or Print)  | Title             |
| <b>Electronically Signed</b> | <b>03/07/2011</b> |
| Signature                    | Date              |

**Information Required for the E-Verify Program**

**Information relating to your Company:**

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| Company Name:                   | Christopher Professional Enterprises, Inc |
| Company Facility Address:       | 15981 Reid Rd                             |
|                                 | Athens, AL 35611                          |
| Company Alternate Address:      | P.O. Box 247                              |
|                                 | Athens, AL 35612                          |
| County or Parish:               | LIMESTONE                                 |
| Employer Identification Number: | 264407825                                 |



Company ID Number: 398167

|                                                                                                                                                                                                  |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| North American Industry Classification Systems Code:                                                                                                                                             | 237      |
| Administrator:                                                                                                                                                                                   |          |
| Number of Employees:                                                                                                                                                                             | 10 to 19 |
| Number of Sites Verified for:                                                                                                                                                                    | 1        |
| <p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>ALABAMA 1 site(s)</li> </ul> |          |

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

|                   |                      |  |             |                  |
|-------------------|----------------------|--|-------------|------------------|
| Name:             | Maggie Williams      |  | Fax Number: | (256) 232 - 4446 |
| Telephone Number: | (256) 232 - 4460     |  |             |                  |
| E-mail Address:   | mgs2610cpe@yahoo.com |  |             |                  |

## ATTACHMENT J

## ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: May 5, 2016

SUBJECT: Pedestrian Bridge, Pulaski Pike Pedestrian Improvement project.

Alabama Standard Specifications, 2012 Edition, are hereby amended to include a new SECTION 516 as follows:

## SECTION 516 PEDESTRIAN BRIDGE

### 516.1 Description.

This Section shall cover the design and construction of a pedestrian bridge in accordance with the schematic details shown on the plans. The Contractor shall obtain and submit the design, details and installation requirements for the bridge.

### 516.2 Materials.

All materials shall be furnished in accordance with the requirements given in these Specifications for the type of required material or given in the Contractor's submittal of the design and details of the pedestrian bridge.

### 516.3 Construction Requirements.

#### (a) Design.

The pedestrian bridge shall be designed according to the requirements of the AASHTO LRFD Guide Specification for Pedestrian Bridges, latest edition and interims.

#### (b) Submittal.

##### 1. Content.

The Contractor shall submit the design, details and installation requirements of the pedestrian bridge for review and distribution. The design, details and installation requirements shall be complete to the point that all required materials are identified, all structural features are adequately described and dimensioned, and all installation requirements are thoroughly described. Details shall be submitted on prints of standard size plan sheets (22" x 34").

The submittal shall be prepared, stamped, dated and signed by a Professional Engineer licensed in the State of Alabama, and not employed by the State of Alabama. The design computations shall address all members, connections, anchor bolts, and foundations. The Professional Engineer shall note on the design computations where the design of each member meets the design requirements and deflection tolerances.

Design computations shall include all formulas used and a copy of all calculations and/or computer printouts that cover all members, connections, abutments, footings and other details necessary for a complete structure design. Where computer generated designs are used, the printouts shall consist of the applied loadings, structure geometry, component sizes, moments, shears, reactions, component forces, component stresses, allowable component stresses, combined stress ratios, and deflections. The method of solution used by the computer program, including all formulas used, shall be submitted.

##### 2. Initial Submittal.

The Contractor shall submit three sets of design calculations, details and installation requirements to the (Project) Engineer as an initial submittal. This submittal shall be made within 14 calendar days after the date of the "Notice to Proceed". The Engineer will forward two sets of the submittal to the Bridge Engineer.

If clarifications are required, one set will be returned to the Contractor with comments for clarification. The initial submittal will be returned to the Contractor for clarification within 14 calendar days after the receipt of the initial submittal.

The Contractor will be allowed 7 calendar days for each clarification of the initial submittal and the Bridge Engineer will be allowed 7 calendar days to determine if further clarification is necessary.

The Bridge Engineer will not approve the submittal of design calculations, details and installation procedures but will review the submittal for completeness.

**3. Final Submittal.**

When the Bridge Engineer informs the Contractor that the design calculations, details and installation procedures are complete, the Contractor shall submit 5 sets of design calculations, details and installation procedures. The Contractor will be allowed 5 calendar days to make the final submittal.

The Contractor shall not begin construction or incorporate materials into the work until the Bridge Engineer returns one set of the design calculations, details and installation procedures to the Contractor.

The final submittal shall be sealed by a Licensed Professional Engineer licensed in the State of Alabama.

**(b) Bridge Construction.**

The pedestrian bridge shall be constructed in accordance with the details and installation procedures distributed by the Bridge Engineer.

**516.4 Method of Measurement.**

The Pedestrian Bridge will be measured as one lump sum unit including the abutments and all appurtenances attached to the bridge.

**516.5 Basis of Payment.**

**(a) Unit Price Coverage.**

The contract unit price shall be full compensation for all equipment, materials, tools, labor, submittals, sheeting and shoring, excavation and all other miscellaneous items required to construct the pedestrian bridge.

**(b) Payment will be made under Item No.:**

**5 Pedestrian Bridge -per lump sum**

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

**PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**

**PROJECT NO. 71-16-SW05**

**CITY OF HUNTSVILLE, ALABAMA**

## **SUPPLEMENT TO GENERAL REQUIREMENTS**

### **1. GENERAL**

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

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

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (Instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

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

### **2. PROPOSAL PREPARATION**

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

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

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

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

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

### **3. QUANTITIES**

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

### **4. CHANGE ORDERS**

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

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

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

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the 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 1986)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

**7. BID BOND**

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

**8. N/A**

**9. 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. 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: Penny Kelly.

**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 and on CD-RW. The hard copy will be printed from the CD-RW. A sample copy of the invoice is attached as Attachment "G". The OWNER will provide the CD-RW to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD-RW should be submitted each month, along with the originals and copies, 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 |

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When a 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.

**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.

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



All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and 1/4 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

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

1. **Roadways:**
  - a. Any changes during construction of roadway/intersections that differ from plan drawings.
2. **Sanitary Sewers:**
  - a. **Gravity Line**
    - i. Horizontal Location of Manholes – Northing and easting Coordinates
    - ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
    - iii. Changes in location of clean outs, or end of service lateral.
    - iv. Changes in length, slope, size, or material of lines.
  - b. **Force Mains**
    - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
    - ii. Horizontal and Vertical Location of Fittings/Bends
    - iii. Changes in length, size, depth or material of lines
    - iv. Changes in restraint types
  - c. **Pump Stations**
    - 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, and 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. **Fumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).**
    - i. Horizontal location (to verify location within described easements)

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

- ii. Vertical location (to verify positive drainage)

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

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

**Checklist for review of record drawings:**

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.

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

Any other changes that may have occurred during construction.

#### LEVEL SYMBOLOGY

| DESIGN LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|-----------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20        | 0    |           |
| 2            | Benchmarks                                             | 0         | 0     | 0      |           |      |           |
| 3            | Street Text                                            | 0         | 3     | 0      | 20        | 0    |           |
| 4            | Street R/W                                             | 7         | 0     | 0      |           |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |           |      |           |
| 6            | Street Pavement                                        | 0         | 3     | 0      |           |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |           |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |           |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |           |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |           |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20        | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |           |      |           |
| 11           | Bridges/Culverts                                       | 0         | 0     | 0      |           |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |           |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |           |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25        | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |           |      |           |
| 15           | City Limits/County Line                                | 1         | 0     | 3      |           |      |           |
| 16           | City /limit text                                       | 0         | 0     | 1      | 30        | 0    |           |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |           |      | RR        |
| 18           | Railroad Text                                          | 0         | 2     | 0      | 25        | 0    |           |
| 19           | Railroad R/W                                           | 2         | 2     | 0      |           |      |           |
| 20           | Utility Poles (Cell)                                   | 0         | 5     | 0      |           |      | P POLE    |
| 21           | Utility Easements                                      | 3         | 5     | 0      |           |      |           |
| 22           | Utility Text                                           | 0         | 5     | 1      |           |      |           |
| 23           | Geographic Names                                       | 0         | 3     | 1      |           |      |           |
| 24           | Building Structures                                    | 0         | 0     | 0      |           |      |           |
|              | Pools and Text                                         | 0         | 1     | 0      | 10        | 1    |           |
| 24           | Future Site of Structures                              | 2         | 0     | 0      |           |      | STRUCT    |
|              | Existing Structures (exact location and shape unknown) | 2         | 0     | 0      |           |      | STRCEK    |
| 25           | Property Lines                                         | 6         | 6     | 1      |           |      |           |
| 26           | Cadastral Polygons                                     | 6         | 6     | 0      |           |      |           |
| 27           | Ownership Text                                         | 0         | 6     | 1      |           |      |           |
| 28           | Cemeteries/Text                                        | 4         | 6     | 0      | 10        | 1    |           |
| 29           | Lot Numbers                                            |           |       |        | 25        | 0    |           |
| 30           | Block Numbers                                          |           |       |        | 30        | 0    |           |
| 31           | Addition Names                                         | 0         | 0     | 0      | 35        | 0    |           |
| 32           | Open                                                   |           |       |        |           |      |           |
| 33           | Lot Ticks                                              |           |       |        |           |      |           |
| 34           | Lot Lines/Property Lines                               | 6         | 6     | 0      |           |      |           |

|    |                                  |   |     |   |       |   |                  |
|----|----------------------------------|---|-----|---|-------|---|------------------|
| 35 | Trees/Hedge Rows                 | 0 | 6   | 0 | AS-1  |   | TREES            |
| 36 | GPS Monuments                    | 0 | 5   | 0 | 15    | 0 | GPS              |
| 37 | 2' Topo Contour                  |   |     |   |       |   |                  |
| 38 | 5' Topo Contour                  | 0 | 7   | 0 |       |   |                  |
| 39 | 25' Major Topo Contour           | 0 | 7   | 0 |       |   |                  |
| 40 | X Spot Elevation                 | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA Monuments/Labels            | 0 | 3/0 | 0 | 18    | 1 | GPS/PNT          |
| 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 Buildings           | 0 | 1   | 0 | 10-20 | 1 |                  |
| 58 | Open                             |   |     |   |       |   |                  |
| 59 | Open                             |   |     |   |       |   |                  |
| 60 | Open                             |   |     |   |       |   |                  |
| 61 | Open                             |   |     |   |       |   |                  |
| 62 | Monuments for Setup (point cell) |   |     |   |       |   |                  |
| 63 | Open                             |   |     |   |       |   |                  |

### 36. LIEN WAIVERS

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

### 37. LOWEST RESPONSIBLE BIDDER

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

### 38. NON-RESIDENT BIDDERS

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

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

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

**40. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

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

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED). See section 80.03 and 80.04 for additional requirements.

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

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

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

**43. CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

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

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

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

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

**45. NPDES CONSTRUCTION REQUIREMENTS**

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

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

**46. DELETION OF SECTION 80.01 – 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 Season-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-536, 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 paving work.

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

#### **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

## **PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS**

**Project No. 71-16-SW05**

**May 19, 2016**

### **Addendum #1**

**Attached are the Pre-Bid Meeting minutes from the meeting held on Tuesday, May 17, 2016.**

**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/engineering/bidlist](http://www.huntsvilleal.gov/engineering/bidlist). 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.

**Attachment: Pre-Bid Mtg Minutes**

**END OF ADDENDUM #1**

**The Star of Alabama**

## PRE-BID MEETING

**PROJECT NAME: Pulaski Pike Pedestrian Access Improvements**

**PROJECT NUMBER: 71-16-SW05**

**DATE: May 17, 2016**

**PROJECT ENGINEER: Toneka Lindsey**

**The following people were present at the Pre-Bid Meeting:**

|                            |                                      |
|----------------------------|--------------------------------------|
| <b>Darren Hunter</b>       | <b>Huntsville Utilities-Electric</b> |
| <b>Hercy Golson</b>        | <b>Huntsville Utilities-Water</b>    |
| <b>Tim Mayhall</b>         | <b>Reed Contracting</b>              |
| <b>Rob Vermillion</b>      | <b>Volkert</b>                       |
| <b>Brad Ehrman</b>         | <b>Volkert</b>                       |
| <b>Mark Seeley</b>         | <b>Miller &amp; Miller</b>           |
| <b>Jerry "JT" Thompson</b> | <b>Christopher Contractors</b>       |
| <b>T. J. Christopher</b>   | <b>Christopher Contractors</b>       |
| <b>Dennis Thompson</b>     | <b>COH-Traffic Engineering</b>       |
| <b>Bobby Simmons</b>       | <b>COH-Landscape Management</b>      |
| <b>Marc Byers</b>          | <b>COH-Landscape Management</b>      |
| <b>Mary Dolberry</b>       | <b>COH-Engineering</b>               |
| <b>Danny Osborne</b>       | <b>COH-Engineering</b>               |
| <b>Toneka Lindsey</b>      | <b>COH-Engineering</b>               |

- 1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.**
- 2. Project Engineer gave a brief description of work:**

**Pulaski Pike sidewalk project consists of installation of sidewalk on Pulaski Pike from Stringfield Road to Winchester Road with pedestrian bridge installed on westernmost section of Blue Haven Drive-the addresses there are 4900 and 4901 Blue Haven Drive.**

- 3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED). Schedule of Operations should be submitted the day after the Notice-to-Proceed and should cover operations from start to finish. The project will have a short**

duration, and the sidewalk and the pedestrian bridge have to be in by the time school starts back the first of August.

Toneka said she would need the schedule of operations by June 14, 2016.

An erosion control plan is included in the plan set and should be in place prior to starting work.

4. **Discussed all Permits.**  
All general permits are required.  
ADEM permit will be submitted this week for processing. ADEM permit will be transferred to the awarded Contractor.
5. **Utility Project Notification** – Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

There are no major utility conflicts.

In the areas that the sidewalk crosses a culvert, the gas department is not sure whether the gas is on top or the bottom of the culvert, so there may be a conflict there. These situations will be looked at in the field and we will proceed as needed.

There are also a few gas and water meters that are in conflict and may need to be lowered.

6. **Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.**

Make sure to review the shop drawing section of the contract.

There are required shop drawings for the bridge that must be turned in within the first week after the Notice-to-Proceed.

All plans, shop drawings, and calculations are to be sealed by an Alabama registered professional engineer.

Question was asked if the engineer had to be an Alabama licensed engineer.

Toneka said "Yes."

7. **Any right-of-way issues were discussed. Detailed whether all property has been acquired to complete project and if not, when expected.**  
There are no right-of-way issues. Right-of-way is tight at the bridge area so Contractors were advised to pay close attention to the work in this area.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.

There are no projects that conflict and school is not in session.

We do have restricted time for lane closures only because this is an area with high traffic. Tim asked if time restrictions were referenced in the drawings. Toneka said it is in the project notes. She said Sheet 2 states "no lane closures during the 7:00-8:00 a.m. and 5:00-6:00 p.m. rush hour times. Work is permitted between 8:30 a.m. and 4:30 p.m. Danny asked if that was just on the sidewalk. Toneka said "Yes."

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

## 10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five per cent (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 and on a CD. The hard copy will be printed from the CD. The OWNER will provide the CD to the contractor. Two originals and two copies of the invoices are required before payment will be made. The CD should be submitted each month, along with the originals and copies, to the Administrative Officer, ATTN: Odessa Sales-Robinson, 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.

11. Project Engineer discussed plans, specs and special provisions.
  - a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.

- For the pedestrian bridge there are residents at 4900 and 4901 Blue Haven, we want to make sure that we keep the disturbance down to a minimum.
- Make sure that the sidewalk and all ramps are ADA compliant. Everything will be checked and verified with digital levels. If any items are not ADA compliant, work will have to be torn out and redone.

At this time, Brad Ehram reviewed the plans and quantities. He said Sheet 3A is the overfield view of the project site. The sidewalk will be starting at the existing sidewalk on Stringfield Road to the south; it is going to be a five (5) foot sidewalk placed at the back of the curb. There are two (2) signs specified that are going to need to be moved out of the way. The sidewalk generally needs to be five (5) feet wide; there are a few areas specified in the plan set where it can get narrowed down to approximately four (4) feet wide. In areas where the right-of-way is getting tight, will have the gravity walls that have been drawn into the set of plans to stay inside the right-of-way. Mark Seeley asked how Contractors will know how wide the right-of-way is. Brad said there are some right-of-way markers on site and the City will be helping with that. Toneka said, for the most part, work is right against the curb so there should not be any problems with that. She said we can do field checks if necessary.

Brad said the sidewalk will continue on and tie into a sidewalk that is going to be built at the high school. He said Contractor will be installing some "No Parking" signs in front of the high school. The sidewalk will continue north of the high school and tie in to Winchester Road to the existing sidewalk.

He said there will be two (2) crosswalks outside of the high school and another crosswalk going to the island on Winchester Road. Tim asked if the crosswalks needed to be paved or thermoplastic. Dennis Thompson said thermo.

Brad said on the pedestrian bridge area, the Contractor will be installing a bridge across the existing concrete channel. Contractor will be installing a five (5) foot sidewalk just like on Pulaski Pike at the back of curb along Blue Haven Drive along with a couple of crosswalks at the intersection.

He said on the school side, at this point, they are still doing some grading work there and Contractor will be tying into a sidewalk on the school side with the pedestrian bridge.

Brad said there is limited survey information on Pulaski Pike, but there are a few cross sections for the culverts that the Contractor will be doing some work over. Toneka said as far as surveying goes, there are some control points and surveying information that will be posted to the website.

At this point questions were asked about the plans.

**Q:** Mark asked about the limits of the retaining wall. He said Sheet 4 said approximate location.

**A:** Brad said those are the walls that will have to be directed by the Engineer.

**Q:** Mark asked if there was any stationing or elevation.

**A:** Toneka said she would get some information in the next two weeks.

**Q:** Mark said there is a note on Sheet S1 that mentions a Geotech Report. He said he could not find that on the internet.

**A:** Toneka said it is included in the Specifications and is posted on the website.

**Q:** Mark said there is a note on Sheet S1 about a prefabricated bridge, Special Provision 12-1540. Is that a standard specification? He said he's not familiar with 12-1540.

**A:** Rob said the intent of the note was to reference the Special Provision and the numbers between the two (2) does not match. He said they would clarify that. Toneka said Section 516 Pedestrian Bridge is what it should have said.

**Q:** Mark asked about the payment for the retaining wall. He asked if that was from the bottom of the ground to the top. Is it from the top of the footing to the bottom of the footing? What is the measurement?

**A:** Rob said the intent is in the detail; it is from the prepared foundation line, essentially from the bottom of the wall to the top of the wall. It is not exposed space; it will be the face of the wall.

**Q:** Mark asked if they could submit an alternate wall detail.

**A:** Toneka said yes; but if Contractor wanted to do that, it needs to be done quickly so that Volkert can look at it and get it approved.

Mark said he is talking about using the State's approved standard. Toneka asked him if he had a drawing number for that. Mark said it is on ALDOT's website. Rob said Volkert would like to look at payment for that to see how payment would be; he said it may be exposed space on that and not from foundation up.

Mark had a comment on the bridge at this point. He said typically when a bridge is poured like this, there is a two (2) to three (3) month lead time, and that is after approved shop drawings. Toneka asked if there were some cases where it was six (6) to eight (8) weeks. Mark said they usually want 12 weeks. Toneka said the supplier has to be preapproved, so they can be going through that process now so that part will be out of the way. Mark said he can ask, it just depends on what their workload is.

Toneka said the whole project is mainly for the school, but she thinks the sidewalk is the most important and she may be able to get a little more time on the Blue Haven side. She said she will call the school officials and talk to them about it.

- Q:** Mark said there is a note about retaining the trees.
- A:** Toneka said if it is possible, we'd like to keep the trees, but she doesn't think it is mandatory that we keep them. She requested the Contractor to try to save the trees and see what happens.
- Q:** Dennis asked when we would determine the limits of the retaining wall. He said Traffic Engineering has a mast arm pole for the new school flasher that will be installed in that area.
- A:** Toneka said she would try to have something by the end of next week. Rob asked if Dennis had a good location on the mast arm. Dennis said it is approximately 280 feet back from the southernmost driveway. He also said there is a driveway apron that goes back into the property and it will be around that area. He said it is in line with the other utility pole and said he doesn't want to get it too close to the retaining wall.
- Q:** Hercy asked if there were any cross sections or cut sheets that the Utilities could look at that would show where the work is to be done.
- A:** Toneka said there was very limited surveying done on this project and typically she doesn't even have a plan set for a sidewalk project. She said we would do field reviews.

b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

|   |                                                                                                                                                                                      |               |             |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|
| 1 | <b>REMOVING CONCRETE DRIVEWAY – some of the driveways along Pulaski Pike that have a cross slope that probably exceeds 2%; those driveways will need to be removed and replaced.</b> | <b>213</b>    | <b>SQYD</b> |
| 2 | <b>REMOVING CURB AND GUTTER – there is some curb and gutter removal as well that is associated redoing those driveways</b>                                                           | <b>182.00</b> | <b>LF</b>   |
| 3 | <b>STEEL REINFORCEMENT PER SHEET S-1 – that is for the bridge structure</b>                                                                                                          | <b>4683</b>   | <b>LB</b>   |
| 4 | <b>BRIDGE SUBSTRUCTURE CONCRETE, CLASS A</b>                                                                                                                                         | <b>24</b>     | <b>CUYD</b> |
| 5 | <b>PEDESTRIAN BRIDGE</b>                                                                                                                                                             | <b>1</b>      | <b>LS</b>   |
| 6 | <b>HANDRAIL – is going to go on top of the retaining walls and across the culverts</b>                                                                                               | <b>300</b>    | <b>LF</b>   |
| 7 | <b>LOOSE RIPRAP, CLASS 2, 12" THICK – that is around the bridge section</b>                                                                                                          | <b>92</b>     | <b>SQYD</b> |
| 8 | <b>FILTER BLANKET, GEOTEXTILE</b>                                                                                                                                                    | <b>92</b>     | <b>SQYD</b> |
| 9 | <b>CONCRETE SIDEWALK, 4" THICK – that is a</b>                                                                                                                                       | <b>3098.7</b> | <b>SQYD</b> |

|           |                                                                                                                                                                                                                                                        |               |             |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|
|           | <b>typical concrete sidewalk</b>                                                                                                                                                                                                                       |               |             |
| <b>10</b> | <b>CONCRETE DRIVEWAY, 6" THICK – replacing the driveways once it has been removed will be the concrete driveway, 6" thick. Contractor is to make sure the pedestrian path on that area is going to be a 2% cross and it will have to be worked in.</b> | <b>213</b>    | <b>SQYD</b> |
| <b>11</b> | <b>STONE BACKFILL, 2" THICK – going underneath the sidewalk</b>                                                                                                                                                                                        | <b>188</b>    | <b>TON</b>  |
| <b>12</b> | <b>SEEDING TO INCLUDE DISTURBED AREAS – as needed in whatever areas that have been disturbed</b>                                                                                                                                                       | <b>1.50</b>   | <b>ACRE</b> |
| <b>13</b> | <b>MULCHING – as needed in whatever areas that have been disturbed</b>                                                                                                                                                                                 | <b>1.50</b>   | <b>ACRE</b> |
| <b>14</b> | <b>SILT FENCE TO INCLUDE INSTALLATION, MAINTENANCE AND REMOVAL</b>                                                                                                                                                                                     | <b>258</b>    | <b>LF</b>   |
| <b>15</b> | <b>RETAINING WALL</b>                                                                                                                                                                                                                                  | <b>1040</b>   | <b>SQFT</b> |
| <b>16</b> | <b>TOPSOIL</b>                                                                                                                                                                                                                                         | <b>275.00</b> | <b>CUYD</b> |
| <b>17</b> | <b>SOD - IN STEEP AREAS AND ADJACENT TO RESIDENTIAL PROPERTIES</b>                                                                                                                                                                                     | <b>650</b>    | <b>SQYD</b> |
| <b>18</b> | <b>HANDICAP RAMPS – at the intersections</b>                                                                                                                                                                                                           | <b>8</b>      | <b>EACH</b> |
| <b>19</b> | <b>OFFSITE BORROW IN PLACE – quantity is depending on how the grading ends up working out with the school; that is where most of this borrow will be going</b>                                                                                         | <b>1000</b>   | <b>CUYD</b> |
| <b>20</b> | <b>TEMPORARY CONES FOR TRAFFIC CONTROL</b>                                                                                                                                                                                                             | <b>50</b>     | <b>EACH</b> |
| <b>21</b> | <b>TEMPORARY SIGNS FOR TRAFFIC CONTROL</b>                                                                                                                                                                                                             | <b>15</b>     | <b>EACH</b> |
| <b>22</b> | <b>TEMPORARY DRUMS FOR TRAFFIC CONTROL</b>                                                                                                                                                                                                             | <b>50</b>     | <b>EACH</b> |
| <b>23</b> | <b>UNCLASSIFIED EXCAVATION – estimation around the bridge area mostly</b>                                                                                                                                                                              | <b>1000</b>   | <b>CY</b>   |
| <b>24</b> | <b>MOBILIZATION</b>                                                                                                                                                                                                                                    | <b>1.00</b>   | <b>LS</b>   |
| <b>25</b> | <b>REQD SIGNS – for items 25 and 26, it will just be Signs – Each. We will not be using the square footage and separate the signs and post out. Quantities will be revised for these two (2) items.</b>                                                | <b>220.00</b> | <b>SQFT</b> |
| <b>26</b> | <b>SIGN POST</b>                                                                                                                                                                                                                                       | <b>33</b>     | <b>EACH</b> |
| <b>27</b> | <b>STRIPING FOR CROSSWALKS AND STOP BARS</b>                                                                                                                                                                                                           | <b>1500</b>   | <b>SQFT</b> |

|           |                                                                                                                                                            |          |           |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| <b>28</b> | <b>CONSTRUCTION EXIT AT BLUEHAVEN DR –<br/>this is to make sure Contractor does not track<br/>mud around Blue Haven Drive and the<br/>residential area</b> | <b>1</b> | <b>LS</b> |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|

At this time it was asked if anyone had questions on the quantities.

- Q:** Mark asked if they wanted to put a bollard on the bridge.
- A:** Toneka said the school is supposed to have a fence or a gate; she said she does not know when it will be locked and when it will be open. She said we can put a bollard in the quantities. Danny said we can put two (2) bollards on the Blue Haven Side. Rob asked if he wanted permanent or removable. Danny said permanent. Mark said they are putting removable ones on the greenways. Toneka said she would think about it and this will be clarified in the Addendum.
- Q:** Tim said there are water services and meters in the way. He asked who would be responsible for relocating them.
- A:** Toneka said she'd get the utilities to relocate them.
- Q:** Tim asked if the utilities would do that prior to the Contractor beginning work, or would the Contractor have to skip areas?
- A:** Toneka said she believes there are only two (2) that need to be relocated so that should not hold anything up, but she will try to get it done prior to the NTP.
- Q:** Tim mentioned Note 202 on Sheet 2 said that all paved driveways shall be planed and paved a distance of three feet or as otherwise directed by the Engineer. He said he does not know if there are any asphalt driveways up there, and if that was how we were intending Contractor to tie into the sidewalk.
- A:** Toneka said she thinks all driveways are concrete or gravel and if that is the case, that note will be struck.
- Q:** Mark asked about the borrow, on the south side, for the pedestrian bridge. He asked if that will be paid under borrow or will it be part of the bridge.
- A:** It will not be included in the cost of the bridge; it will be borrow.
- Q:** Mark said there are two (2) riprap limits. There is one on Sheet S3 and a different one on Sheet S5. Which one should Contractor use?
- A:** S3 is really more of a picture; so S5 is what Contractor should use.

c. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required was stated: (HS) Highways and Streets or (MU) Municipal & Utility.

e. There are sixty (60) Calendar days to complete project.

**Anticipated Council Meeting: Thursday, June 9, 2016**  
**Anticipated NTP: Monday, June 13, 2016**

f. Include whether construction trailer is required and whether as-builts are required.

No construction trailer included.

g. 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.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control was discussed and clearly understood. The traffic control plan is included in the plan set.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

14. 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. Attachment "D" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. 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.

15. 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.

16. Asked if there are any further questions.

No further questions were asked.

17. All questions will be 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 May 20, 2016, until 5:00 p.m. via fax (256) 427-5325 or email to: [penny.kelly@huntsvilleal.gov](mailto:penny.kelly@huntsvilleal.gov).

Response to contractor questions will be May 24, 2016, until 5:00 p.m.

Bids open: May 31, 2016, at 10:00 a.m. in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

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



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS

Project No. 71-16-SW05

May 24, 2016

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

- 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.

### QUANTITIES REVISIONS

**Delete**

~~25 REQD SIGNS 220 SQFT~~

~~26 SIGN POST 33 EACH~~

**Add**

29 REMOVABLE BOLLARD 2 EACH

The Star of Alabama

- |    |                                                                                                                                                                        |    |      |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|
| 30 | PERMANENT BARRICADE                                                                                                                                                    | 1  | EACH |
|    | <ul style="list-style-type: none"> <li>• Permanent Barricade detail is attached and will be posted on the Engineering Department's website for downloading.</li> </ul> |    |      |
| 31 | SIGNS (TO INCLUDE INSTALLATION POSTS AND MATERIALS)                                                                                                                    | 36 | EACH |

### **REVISED DRAWINGS**

The following drawings have been revised and are posted on the Engineering Department's website for downloading:

- Sheet 5 – Added note requiring coordination with fire department when working on fire department driveways.
- Sheet 6 – Revised Sheet 6 to show taper from 10' to 5' sidewalk.

### **CLARIFICATIONS**

- Per Sheet S-1 Bridge Note 12, do not use Special Provision 12-1540; use Specification 641.

### **BRIDGE MANUFACTURERS:**

- Pioneer Bridge Company has provided information that demonstrates their ability to construct pedestrian bridges as required in the project specifications. Please remind the manufacturer that all plans, shop drawings, and calculations are to be sealed by an Alabama registered Professional Engineer.
- Cameron Bridge Works, LLC has provided information that demonstrates their ability to construct pedestrian bridges as required in the project specifications. Please remind the manufacturer that all plans, shop drawings, and calculations are to be sealed by an Alabama registered Professional Engineer.

**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/engineering/bidlist](http://www.huntsvilleal.gov/engineering/bidlist). 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  
Revised Drawings  
Detail of Permanent Barricade**

**END OF ADDENDUM #2**

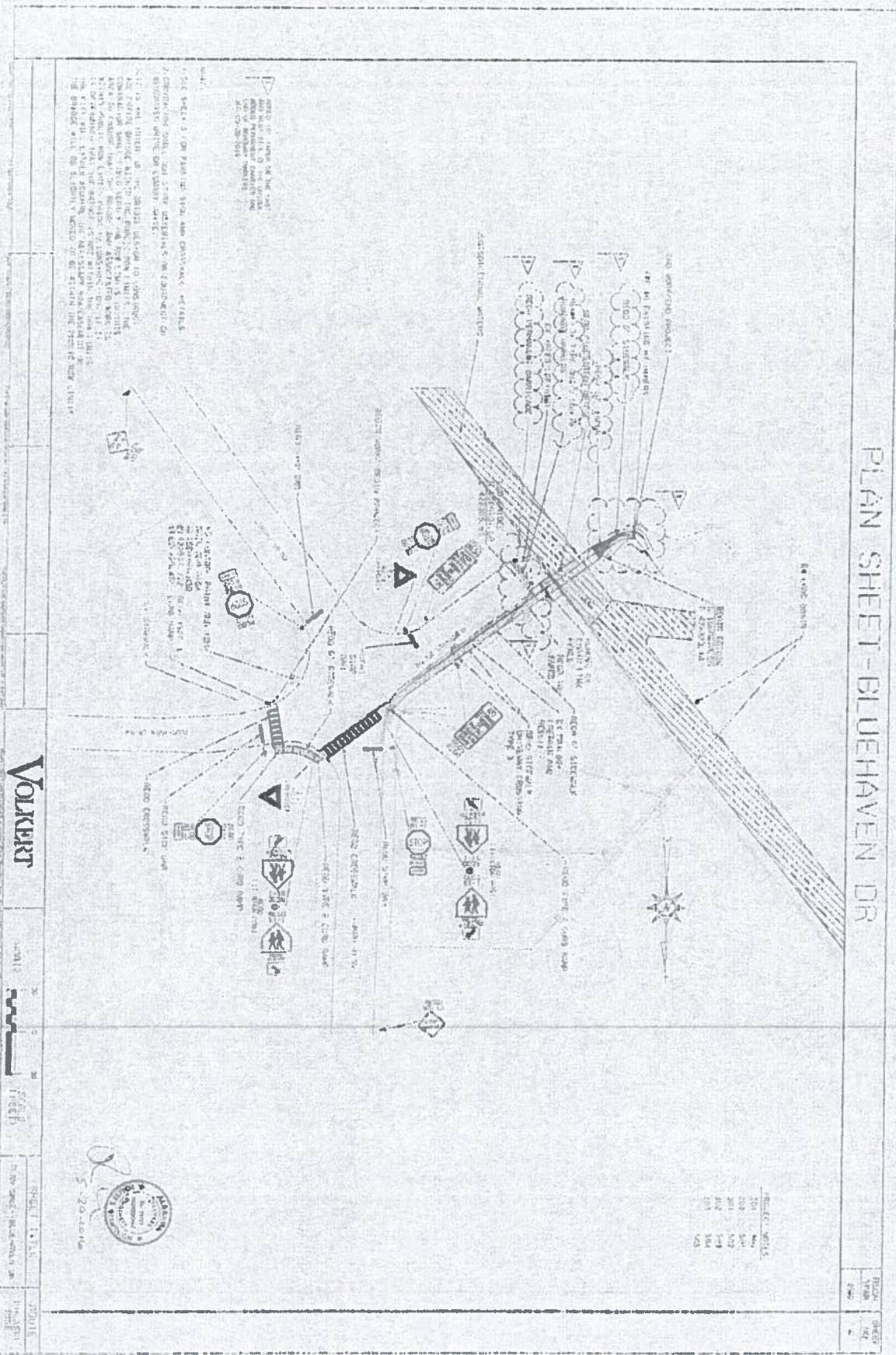
| ATTACHMENT "A1"                                                                     |                                       |         |          |                |            | 5/24/2016 |  |
|-------------------------------------------------------------------------------------|---------------------------------------|---------|----------|----------------|------------|-----------|--|
| <b>PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS</b><br><b>Project No. 71-16-SW05</b> |                                       |         |          |                |            |           |  |
| <b>UNIT BID SHEET</b>                                                               |                                       |         |          |                |            |           |  |
| ITEM NO.                                                                            | DESCRIPTION                           | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |           |  |
| 1                                                                                   | REMOVING CONCRETE DRIVEWAY            | 213     | SQYD     |                | \$0.00     |           |  |
| 2                                                                                   | REMOVING CURB AND GUTTER              | 182.00  | LF       |                | \$0.00     |           |  |
| 3                                                                                   | STEEL REINFORCEMENT PER SHEET S-1     | 4683    | LB       |                | \$0.00     |           |  |
| 4                                                                                   | BRIDGE SUBSTRUCTURE CONCRETE, CLASS A | 24      | CUYD     |                | \$0.00     |           |  |
| 5                                                                                   | PEDESTRIAN BRIDGE                     | 1       | LS       |                | \$0.00     |           |  |
| 6                                                                                   | HANDRAIL                              | 300     | LF       |                | \$0.00     |           |  |
| 7                                                                                   | LOOSE RIPRAP, CLASS 2, 12" THICK      | 92      | SQYD     |                | \$0.00     |           |  |
| 8                                                                                   | FILTER BLANKET, GEOTEXTILE            | 92      | SQYD     |                | \$0.00     |           |  |
| 9                                                                                   | CONCRETE SIDEWALK, 4" THICK           | 3098.7  | SQYD     |                | \$0.00     |           |  |
| 10                                                                                  | CONCRETE DRIVEWAY, 6" THICK           | 213     | SQYD     |                | \$0.00     |           |  |
| 11                                                                                  | STONE BACKFILL, 2" THICK              | 188     | TON      |                | \$0.00     |           |  |
| 12                                                                                  | SEEDING TO INCLUDE DISTURBED AREAS    | 1.50    | ACRE     |                | \$0.00     |           |  |
| 13                                                                                  | MULCHING                              | 1.50    | ACRE     |                | \$0.00     |           |  |

| ATTACHMENT "A1"                                                          |                                                                |         |          |                |            | 5/24/2016 |
|--------------------------------------------------------------------------|----------------------------------------------------------------|---------|----------|----------------|------------|-----------|
| PULASKI PIKE PEDESTRIAN ACCESS<br>IMPROVEMENTS<br>Project No. 71-16-SW05 |                                                                |         |          |                |            |           |
| ITEM NO.                                                                 | DESCRIPTION                                                    | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |           |
| 14                                                                       | SILT FENCE TO INCLUDE INSTALLATION,<br>MAINTENANCE AND REMOVAL | 258     | LF       |                | \$0.00     |           |
| 15                                                                       | RETAINING WALL                                                 | 1040    | SQFT     |                | \$0.00     |           |
| 16                                                                       | TOPSOIL                                                        | 275.00  | CUYD     |                | \$0.00     |           |
| 17                                                                       | SOD - IN STEEP AREAS AND ADJACENT TO<br>RESIDENTIAL PROPERTIES | 650     | SQYD     |                | \$0.00     |           |
| 18                                                                       | HANDICAP RAMPS                                                 | 8       | EACH     |                | \$0.00     |           |
| 19                                                                       | OFFSITE BORROW IN PLACE                                        | 1000    | CUYD     |                | \$0.00     |           |
| 20                                                                       | TEMPORARY CONES FOR TRAFFIC CONTROL                            | 50      | EACH     |                | \$0.00     |           |
| 21                                                                       | TEMPORARY SIGNS FOR TRAFFIC CONTROL                            | 15      | EACH     |                | \$0.00     |           |
| 22                                                                       | TEMPORARY DRUMS FOR TRAFFIC CONTROL                            | 50      | EACH     |                | \$0.00     |           |
| 23                                                                       | UNCLASSIFIED EXCAVATION                                        | 1000    | CY       |                | \$0.00     |           |
| 24                                                                       | MOBILIZATION                                                   | 1.00    | LS       |                | \$0.00     |           |
| 25                                                                       | REQD SIGNS                                                     | 220.00  | SQFT     |                | \$0.00     | \$0.00    |

| ATTACHMENT "A1"                                                                                                                                                           |                                                     |         |          |                | 5/24/2016  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------|----------|----------------|------------|
| <b>PULASKI PIKE PEDESTRIAN ACCESS IMPROVEMENTS</b><br>Project No. 71-16-SW05                                                                                              |                                                     |         |          |                |            |
| UNIT BID SHEET                                                                                                                                                            |                                                     |         |          |                |            |
| ITEM NO.                                                                                                                                                                  | DESCRIPTION                                         | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT |
| 26                                                                                                                                                                        | SIGN POST                                           | 33      | EACH     | \$0.00         | \$0.00     |
| 27                                                                                                                                                                        | STRIPING FOR CROSSWALKS AND STOP BARS               | 1500    | SQFT     |                | \$0.00     |
| 28                                                                                                                                                                        | CONSTRUCTION EXIT AT BLUEHAVEN DR                   | 1       | LS       |                | \$0.00     |
| 29                                                                                                                                                                        | REMOVABLE BOLLARD                                   | 2       | EACH     |                | \$0.00     |
| 30                                                                                                                                                                        | PERMANENT BARRICADE                                 | 1       | EACH     |                | \$0.00     |
| 31                                                                                                                                                                        | SIGNS (TO INCLUDE INSTALLATION POSTS AND MATERIALS) | 38      | EACH     |                | \$0.00     |
| TOTAL BASE BID                                                                                                                                                            |                                                     |         |          |                | \$0.00     |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE.<br>PRICES SHALL INCLUDE ALL LABOR,<br>EQUIPMENT, MATERIALS, AND REMOVALS AS<br>REQUIRED FOR CONSTRUCTION OF THE<br>REQUIRED WORK. |                                                     |         |          |                |            |
| COMPANY _____<br>SIGNATURE _____<br>DATE _____                                                                                                                            |                                                     |         |          |                |            |



PLAN SHEET-BLUEHAVEN DR



**Volkert**



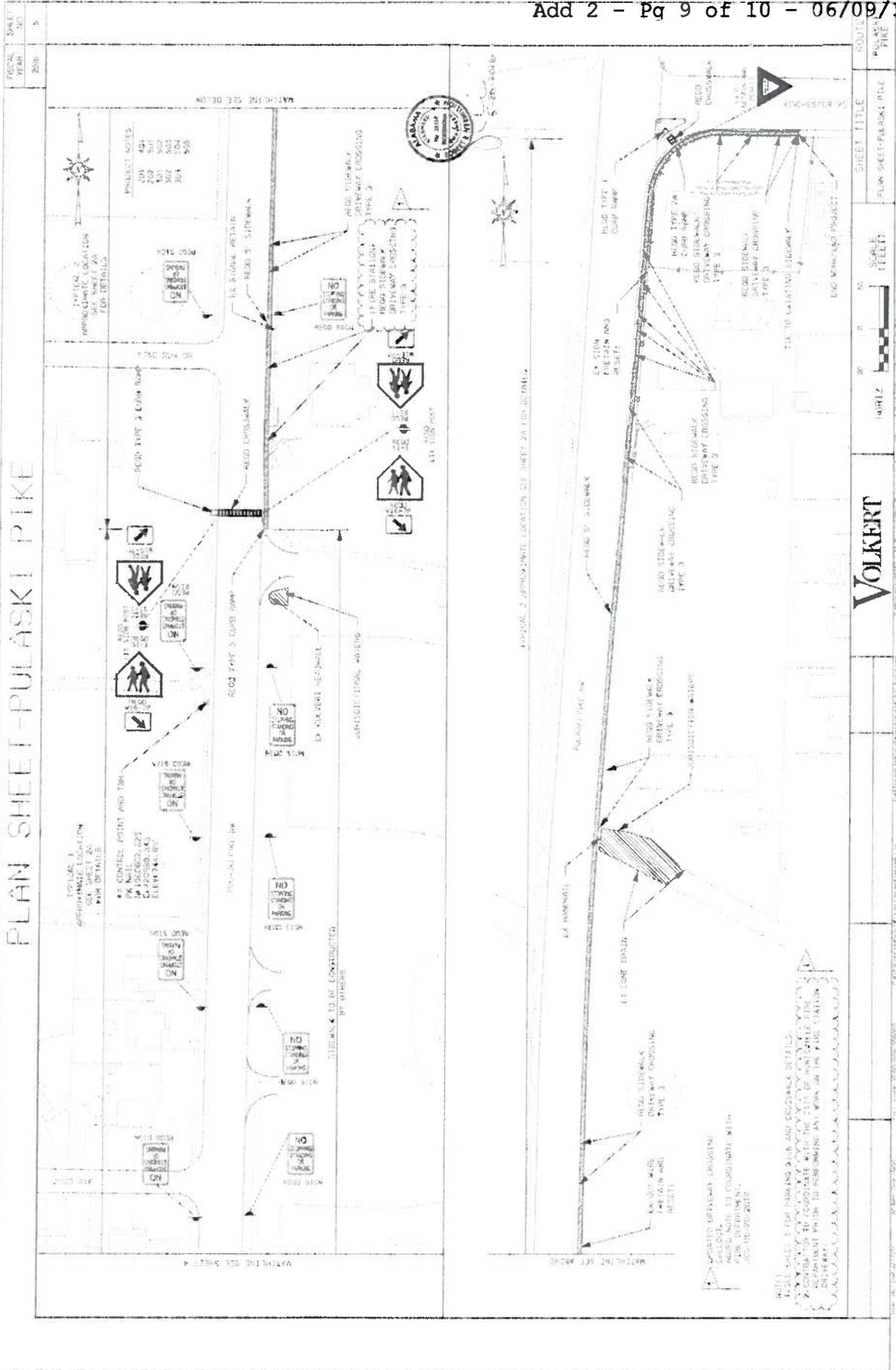
PROJECT NO. 15-000000  
 SHEET NO. 7 OF 10  
 DATE: 06/09/16



| NO. | DATE     | DESCRIPTION             |
|-----|----------|-------------------------|
| 1   | 06/09/16 | ISSUED FOR PERMIT       |
| 2   | 06/09/16 | ISSUED FOR CONSTRUCTION |
| 3   | 06/09/16 | ISSUED FOR AS-BUILT     |
| 4   | 06/09/16 | ISSUED FOR FINAL        |



PLAN SHEET - PULASKI PIKE



**Volkert**

SCALE: 1" = 40'

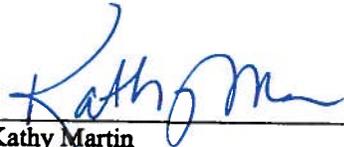
SHEET TITLE: PULASKI PIKE

NOTE: 1. USE SHEET 1 FOR PARKING AND CONCERNING DETAILS.  
 2. USE SHEET 2 FOR CONCERNING DETAILS.  
 3. COORDINATE TO SHEET 2A FOR CONCERNING DETAILS.  
 4. COORDINATE TO SHEET 2B FOR CONCERNING DETAILS.  
 5. COORDINATE TO SHEET 2C FOR CONCERNING DETAILS.  
 6. COORDINATE TO SHEET 2D FOR CONCERNING DETAILS.  
 7. COORDINATE TO SHEET 2E FOR CONCERNING DETAILS.  
 8. COORDINATE TO SHEET 2F FOR CONCERNING DETAILS.  
 9. COORDINATE TO SHEET 2G FOR CONCERNING DETAILS.  
 10. COORDINATE TO SHEET 2H FOR CONCERNING DETAILS.  
 11. COORDINATE TO SHEET 2I FOR CONCERNING DETAILS.  
 12. COORDINATE TO SHEET 2J FOR CONCERNING DETAILS.  
 13. COORDINATE TO SHEET 2K FOR CONCERNING DETAILS.  
 14. COORDINATE TO SHEET 2L FOR CONCERNING DETAILS.  
 15. COORDINATE TO SHEET 2M FOR CONCERNING DETAILS.  
 16. COORDINATE TO SHEET 2N FOR CONCERNING DETAILS.  
 17. COORDINATE TO SHEET 2O FOR CONCERNING DETAILS.  
 18. COORDINATE TO SHEET 2P FOR CONCERNING DETAILS.  
 19. COORDINATE TO SHEET 2Q FOR CONCERNING DETAILS.  
 20. COORDINATE TO SHEET 2R FOR CONCERNING DETAILS.  
 21. COORDINATE TO SHEET 2S FOR CONCERNING DETAILS.  
 22. COORDINATE TO SHEET 2T FOR CONCERNING DETAILS.  
 23. COORDINATE TO SHEET 2U FOR CONCERNING DETAILS.  
 24. COORDINATE TO SHEET 2V FOR CONCERNING DETAILS.  
 25. COORDINATE TO SHEET 2W FOR CONCERNING DETAILS.  
 26. COORDINATE TO SHEET 2X FOR CONCERNING DETAILS.  
 27. COORDINATE TO SHEET 2Y FOR CONCERNING DETAILS.  
 28. COORDINATE TO SHEET 2Z FOR CONCERNING DETAILS.



**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 Christopher Contractors, Inc., in the amount of FOUR HUNDRED FOUR THOUSAND ONE HUNDRED SEVENTY-FOUR AND .90/100 DOLLARS (\$404,174.90), for Pulaski Pike Pedestrian Access Improvements, Project # 71-16-SW05, which is being submitted to the City Council of the City of Huntsville for approval on this the 9<sup>th</sup> day of June, 2016, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

  
\_\_\_\_\_  
Kathy Martin  
Director of City Engineering  
City of Huntsville

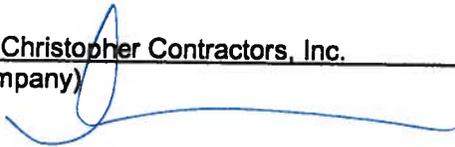
**E-VERIFY – NOTICE**

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

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

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

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

Christopher Contractors, Inc.  
\_\_\_\_\_  
(Company)  
BY:   
\_\_\_\_\_  
(Authorized Representative)