

CONTRACT DOCUMENTS

For the Construction of the

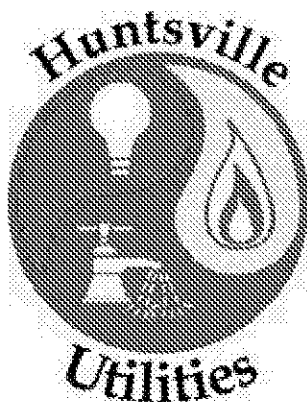
SOUTHEAST WATER TREATMENT PLANT

PROCUREMENT REQUIREMENTS
CONTRACTING REQUIREMENTS
TECHNICAL SPECIFICATIONS DIV 01 - 22

VOLUME 1

OCTOBER 2014

Prepared For:



Prepared By:



For information regarding this project, contact:
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Tetra Tech #200-11740-10003

BID SET



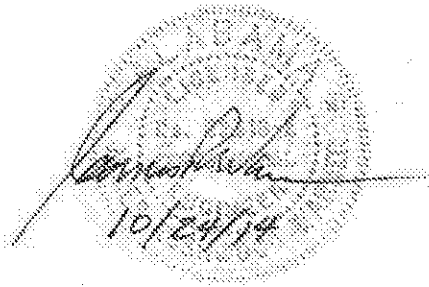
SOUTHEAST WATER TREATMENT PLANT

PROFESSIONAL CERTIFICATIONS

The following individuals are responsible for included specifications associated with the following disciplines:

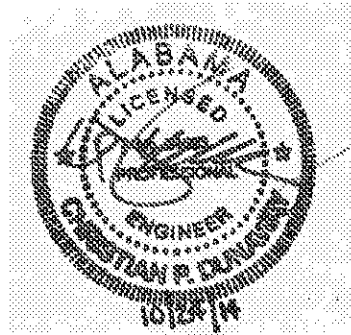
Civil

James R. Warner, PE



Process/Mechanical

Christian P. Dunaway, PE



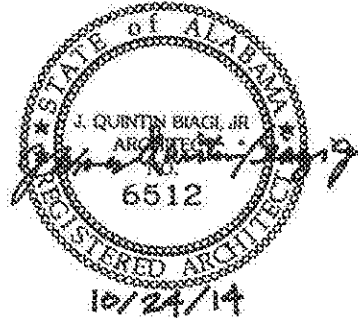
Structural

Christopher D. Coleman, PE



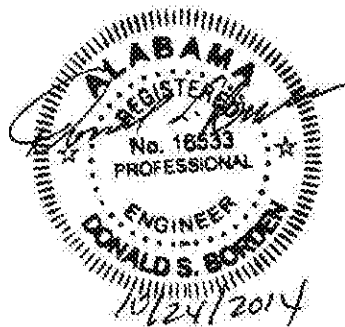
Architectural

J. Quintin Biagi, Jr. RA



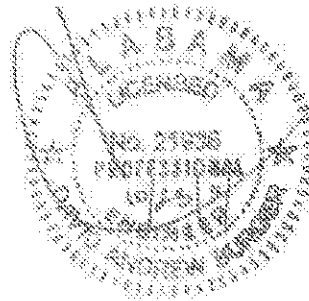
Plumbing/HVAC/Fire Protection

Donald S. Borden, PE, CEM



Electrical/Instrumentation/Controls

David Andrew Burger, PE



Raw Water Intake Structure

Burl Dean Reardon, PE



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**SECTION 00 11 13
INVITATION TO BID**

Sealed Bids for construction of the Southeast Water Treatment Plant, addressed to Huntsville Utilities Attn: Miranda Duke, will be received from prequalified bidders at the office of Huntsville Utilities (Owner), 112 Spragins Street, Huntsville, Alabama 35801. Bids may also be mailed to Huntsville Utilities Attn: Miranda Duke at P.O. Box 2048, Huntsville, Alabama 35804. Hand delivered bids shall be delivered to the Purchasing Office at 112 Spragins Street, Huntsville, Alabama, 35801. Sealed bids will be received until 1:00 p.m., local time, on the day of January 8, 2015. Any Bids received after the specified time will not be considered.

Bids will then be publicly opened and read.

The Project consists of the Raw Water Intake Structure, 42" Raw Water Mains, a Conventional Settling Water Treatment Plant, and 48" Finished Water Main. The Work will be completed in all respects within 1,095 calendar days from the date when the Contract Times commence to run.

To obtain additional copies of the Bidding Documents send requests to the attention of Susan L. Hayse, Construction Administrator, telephone 407-480-3928, fax: (407) 839-3790, e-mail: susan.hayse@tetrattech.com at the office of the Engineer. Bidding Documents will be issued electronically in .pdf format on a single CD. Documents will be provided for a fee of \$25.00 which will cover the CD and the cost of expedited shipping.

The following plan room services have received sets of Bidding Documents for the Work contemplated herein:

McGraw-Hill Construction
3315 Central Avenue
Hot Springs, AR 71913
(850) 656-3700

Reed Construction Data
30 Technology Parkway South, #100
Norcross, GA 30092
(800) 424-3996

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid security as prescribed in the Instructions to Bidders.

The Successful Bidder will be required to furnish the additional bond(s) prescribed in the Bidding Documents.

For information concerning the proposed Work, contact John Toomey, P.E. (e-mail: john.toomey@tetrattech.com). For an appointment to visit the Site, contact Tim Storey, P.E. (e-mail: tim.storey@hsvutil.org).

Attendance at a prebid conference will be a mandatory requirement of submitting a Bid for this Project. Refer to Instructions To Bidders for additional information.

END OF SECTION

00 11 13 - 1

Invitation to Bid
Tt #200-11740-10003

Bid Set
Tetra Tech, Inc.

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1. Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

1.1.1. *Issuing Office*-The office from which the Bidding Documents are to be issued and where the Bidding procedures are to be administered.

1.1.2. *Owner*-shall mean Huntsville Utilities.

1.1.3. *Engineer*-shall mean Tetra Tech, Inc. who is responsible for the design and related engineering services on the project.

1.1.4. *Bidder*-shall mean one who submits a Bid to Owner as distinct from a subbidder, who submits a Bid to a Bidder.

1.1.5. *Apparent Low Bidder*-that Bidder whose Bid as offered in the Bid Form represents the lowest total as determined by the Base Bid or as determined by a selected combination of deductive alternates. The selection of deductive alternates is at the sole discretion of the Owner.

1.1.6. *Base Bid*:

1.1.6.1. Base Bid as defined herein and in Bid Form.

1.1.7. *Successful Bidder*-lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents, as stated in the Invitation to Bid, may be obtained from the Issuing Office.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.3. Drawings in the Bidding Documents are formatted for printing on 22" x 34" paper. Reduction is indicated by a note or scale bar on Drawings.

2.4. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract, shall hold or obtain such licenses as required by State Statutes, and Federal and Local Laws and Regulations.

3.2. It is understood that blasting, pipeline construction, and medium voltage electrical work may be completed by subcontractors. These areas of work are critical to the success of the overall project. In view of this fact the Owner will require Bidder to demonstrate that the proposed subcontractors for blasting, pipeline construction, and electrical work have specific levels of experience in certain areas. Alternatively, the prequalified Bidder may document experience in these areas if the experience represents self-performed work.

3.2.1. The firm that will be performing the blasting work shall have performed rock removal via blasting on at least three (3) projects in the last ten (10) years. Each project shall include at least 2,000 cubic yards of rock removal.

3.2.2. The firm that will be constructing the raw and finished water pipelines shall have completed at least three (3) projects involving at least 10,000 LF of pipe 36-inches in size or larger within the last ten (10) years. The length requirement applies to each project and is not a cumulative requirement.

3.2.3. The firm that will be installing medium voltage facilities shall have completed at least three (3) projects having medium voltage process or pumping equipment at a water or wastewater facility within the last ten (10) years.

3.3. The Bidder shall submit a list of all major subcontractors and equipment suppliers.

3.4. Due to the complex nature of the bidding process the subcontractor's required experience and lists of major subcontractors and suppliers will not need to be submitted with the bid; however, full documentation demonstrating compliance with the above requirements shall be submitted within three (3) days of the bid opening. Failure to submit the required documentation shall result in bid rejection.

Should the Bidder fail to provide evidence satisfactory to the Owner or Engineer on any of the foregoing points, the Bidder may be disqualified.

4. LICENSE REQUIREMENTS

4.1. Contractor's License number of the class required shall be inserted in the appropriate place on the Bid Form, before Bid will be considered.

4.2. Nonresident Bidders are required to register with the Alabama Department of Revenue prior to starting Work on a construction contract.

5. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.1. Subsurface and Physical Conditions:

5.1.1. Copies of reports and drawings are included on the CD issued by the Engineer. These reports are not part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, or information presented.

5.2. Underground Facilities:

5.2.1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

5.3. On request, Owner will provide each Bidder access to the parcel where the Southeast Water Treatment Plant will be constructed to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the parcel to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. In other areas owned or controlled by the Tennessee Valley Authority (TVA), the Alabama Department of Transportation (ALDOT), or another entity, the Bidder shall coordinate directly with the entity having jurisdiction to schedule access for examination or investigation. Bidders shall comply with all requirements set forth by the various entities having jurisdiction with regard to access, excavation, and restoration.

5.4. Reference is made to the General Requirements for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder, for examination, access to copies of contract documents (other than portions thereof related to price) for such other work.

5.5. It is the responsibility of each Bidder before submitting a Bid to:

5.5.1. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda.

5.5.2. Visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.5.3. Become familiar with and satisfy Bidder as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, and performance of the Work.

5.5.4. Carefully study all:

5.5.4.1. Reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at the Site (except Underground Facilities).

5.5.5. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

5.5.6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times allowed and in accordance with the other terms and conditions of the Bidding Documents.

5.5.7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

5.5.8. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

5.5.9. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

5.5.10. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

5.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

6. MANDATORY PREBID CONFERENCE

6.1. A mandatory prebid conference will be held at 9:00 a.m. local time on November 10, 2014 at Huntsville Utilities, 14000 Memorial Parkway SW, Huntsville, AL 35803. A tour of the Project site will follow the prebid conference. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Bids will not be accepted from Bidders that do not have a representative at the prebid conference. Engineer will transmit to prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

7. SITE AND OTHER AREAS

7.1. The Site is generally defined in Article 1.1.8 of this Section and is further identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

8. INTERPRETATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be addressed by Addenda via e-mail to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered at the discretion of the Owner and Engineer. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. Addenda may be issued at any time up to 24

hours prior to bid opening. Failure of any Bidder to receive such Addenda shall not relieve such Bidder from any obligation under his bid as submitted. All Addenda shall be acknowledged by the Bidder in the Proposal, and failure to do so may be cause for the Bid to be considered informal.

9. BID SECURITY

9.1. Bid shall be accompanied by bid security made payable to Owner in an amount of TEN PERCENT (10%) of Bidder's maximum bid price and in the form of a certified check or bank money order or a penal Bid Bond (on the form included in the Bidding Documents), issued by a surety meeting the requirements of the General Conditions.

9.2. The Attorney-in-Fact who executes these bonds must file a notarized and effectively dated copy of his power of attorney. If required by State Statute, certifications of a resident agent shall also be provided.

9.3. All cashier's checks or bid bonds will be returned to all but the three (3) lowest responsive, responsible bidders within THREE (3) WORKING DAYS after opening of the bids. The remaining cashier's checks and bid bonds will be returned promptly after the Owner and successful Bidder have executed the Contract, or, if no award has been made within 60 days after the bid opening date, upon the demand of the Bidder at any time thereafter, provided he has not been notified of the acceptance of his Bid.

9.4. Any successful Bidder, upon his failure or refusal to execute and deliver the Contract and the required Performance and Payment bonds, or any other bonds which may be required by the Contract Documents, within FIFTEEN (15) DAYS after he has received notice of the Owner's acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Exceptions to this requirement will be considered upon written request.

10. CONTRACT TIMES

10.1. The Contractor shall commence with the Work outlined in this Contract once the notice to proceed is issued by the Owner or Engineer and fully complete the Project as outlined below:

10.1.1. Project substantial completion – 1,005 calendar days from the date of the notice to proceed.

10.1.2 Project ready for final payment and acceptance – 1,095 calendar days from the date of the notice to proceed.

11. LIQUIDATED DAMAGES

11.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

12. SUBSTITUTE AND "OR-EQUAL" ITEMS

12.1. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

13. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

13.1. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award without an increase in Bid.

13.2. If apparent Successful Bidder declines to make any such substitution Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in General Conditions.

13.3. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

14. PREPARATION OF BID

14.1. The Bid Form is included on the CD issued to prospective bidders. No substitution of the Bid Form will be allowed.

14.2 All blanks on the Bid Form shall be completed by typing or printing with ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item and alternate, where appropriate listed therein or the words "No Bid," "No Change," or "Not Applicable" entered.

14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

14.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

14.5. A Bid by a limited liability company shall be executed in the name of the firm by a member of the company and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

14.6. A Bid by an individual shall show the Bidder's name and official address.

14.7. A Bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

14.8. All names shall be typed or printed in ink below the signatures.

14.9. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.

14.10. The address, telephone number, and e-mail address for communications regarding the Bid shall be shown.

14.11. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractors' license number and class, if any, shall also be shown on the Bid Form.

14.12. The Bid of a nonresident (of Alabama) Bidder shall be accompanied by a written opinion from a licensed attorney in the nonresident Bidder's state as to the preference granted by that state to its own resident Bidders whose principal places of business are in that state in the letting of public contracts.

15. SALES AND USE TAXES

15.1. The Bidder shall be responsible for any and all State, Federal, and Local taxes which may be charged in association with the required materials and labor which the Contractor is required to furnish for this Project. No taxes will be paid for by the Owner, who maintains a tax-exempt status. All taxes shall be included in the prices shown in the Bid.

16. SUBMISSION OF BID

16.1. The Bid Form is to be completed and submitted with the bid security and the following data:

00 21 13 - 8

16.1.1. Certificate of Bidder Regarding Equal Opportunity.

16.1.2. Each Bid must be accompanied by a copy of a valid Alabama Contractor's license or a commitment to obtain required licensure prior to award of the Contract.

16.2. Bidder's certificate of license number shall appear on the outside of the envelope of such Bid. Failure to comply with this requirement will result in rejection of the Bid.

16.3 Nonresident Bidder's home state preference for resident bidders, in accordance with Article 14.12 shall be submitted.

16.4. A Bid shall be submitted no later than the date and time prescribed, and at the place, and in the manner set forth in the Invitation to Bid. Enclose Bid in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope marked on the outside with the notation "BID ENCLOSED." Responsibility for assuring Bid arrival at bid opening location prior to bid opening rests with the Bidder. Huntsville Utilities is under no obligation to pay postage-due on Bid packages. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed herein.

17. MODIFICATION AND WITHDRAWAL OF BID

17.1. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

17.2. If within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

18. OPENING OF BIDS

18.1. Bids will be opened at the time and place indicated in the Invitation to Bid and unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates if any will be made available to Bidders seven (7) days after the date of bid opening.

19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.1. All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the bid security prior to the end of this period.

20. EVALUATION OF BIDS AND AWARD OF CONTRACT

20.1. When awarding Contract, preference will be given to resident Bidders, and nonresident Bidders from states having laws granting preference to resident Bidders will be awarded Contract on the same basis as nonresident Bidder's state awards contracts to Alabama contractors bidding under similar circumstances. Further, resident Bidder is to be granted preference over nonresident Bidder in awarding Contracts in the same manner and to the same extent as provided by the laws of the state of the nonresident.

20.2. Owner reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

20.3. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

20.4. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

20.5. In evaluating Bidders, Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted either with the Bid, or otherwise prior to issuance of the Notice of Award.

20.6. Owner may conduct such investigations as Owner deems necessary to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and individuals, or entities to perform the Work in accordance with the Contract Documents.

20.7. If the Contract is to be awarded, Owner will award the Contract to Bidder whose Bid is in the best interests of the Project.

21. **CONTRACT SECURITY AND INSURANCE**

21.1. The General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds and insurance certificates.

22. **SIGNING OF AGREEMENT**

22.1. When Owner gives a Notice of Award to Successful Bidder, it shall be accompanied by required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one (1) fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

23. **RETAINAGE**

23.1. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

END OF SECTION

TERMS AND CONDITIONS FOR INVITATIONS FOR BIDS

TERMS AND CONDITIONS FOR INVITATIONS FOR BIDS

1. SUBMISSION OF PROPOSAL – SOUTHEAST WATER TREATMENT PLANT

The Bidder shall submit an original and two (2) **copies** of the proposal to the following address:

Mail: Huntsville Utilities
Attn: Miranda Duke
P. O. Box 2048
Huntsville, Alabama 35804

Personal Delivery: Huntsville Utilities
Attn: Miranda Duke
112 Spragins Street.
Huntsville, Alabama 35801

2. PROPOSAL DUE DATE

Due by: **2:00 P.M. CENTRAL STANDARD TIME**

Date: January 8, 2015

Bids must be valid for 60 days.

3. Huntsville Utilities will receive sealed proposals until the date and time for bid opening. Huntsville Utilities reserves the right to consider each item separately, unless otherwise indicated.

4. SITE VISIT/PRE-BID MEETING

A mandatory pre-bid conference will be held at 9:00 am on November 10, 2014 pursuant to Article 6 of the Instruction to Bidders. Bidders will meet in the Water Treatment Plant conference room of Huntsville Utilities, 14000 Memorial Parkway SW, Huntsville, AL 35803. Huntsville Utilities personnel and the Engineer will be available to answer questions and provide information related to the Project. It is mandatory that all pre-qualified contractors who wish to submit a bid attend this pre-bid meeting.

5. Each bidder's sealed bid reply envelope must show in the lower left corner: the bid number, the project name (Southeast Water Treatment Plant), the bid opening date and time, and the Bidder's certificate of license number.
6. Responsibility for assuring bid arrival at bid opening place prior to bid opening rests with the Bidder. Huntsville Utilities is under no obligation to pay postage-due on bid packages.

7. Telephone responses to will not be accepted.
8. Penciled bids will not be accepted as outlined in the Instructions to Bidders. Errors will not be corrected after bid opening; however, Huntsville Utilities reserves the right in the evaluation to verify entries which appear to be obvious arithmetic, typing, or similar errors.
9. Unsigned bids will not be accepted. Bidder's address, phone number, and e-mail address of contact person shall be included.
10. Late bids will not be considered for evaluation. Incomplete bids will not be considered.
11. Questions concerning the Invitation for Bid shall be submitted to the Engineer.
12. Bids may not be withdrawn except after consideration of Bidder's written request or superseding bid.
13. Bids will be opened no earlier than the indicated date and time. Evaluation and selection of Successful Bidder will be within times and priorities of Huntsville Utilities.
14. Where a specific format is included in the Invitation for Bids, the Bid must be received in that format. The Bidder may submit supplemental information in another format if desired.
15. **TYPE OF CONTRACT**

The contract to be issued resulting from this Invitation For Bid will be a **STIPULATED PRICE BASIS** contract.
16. **PERIOD OF PERFORMANCE**

The period of performance of this Contract is listed in the original Instructions to Bidders exclusive of any subsequent extensions thereof provided for in the contract.
17. **PROPOSAL**

The Owner reserves the right to award the contract based on the Base Bid or on any combination of deductive alternates. The selection of alternates shall be at the sole discretion of the Owner. Bidders are encouraged to provide their most favorable price when establishing their Base Bid and deductive alternates. All blank spaces for bid prices must be filled in. The bidder shall not present alternative proposals.
18. Each bid must be accompanied by a copy of a valid Alabama Contractor's license.

19. BID SECURITY

Each bid must be accompanied by a cashier's check or a bid bond payable to the City of Huntsville, Alabama, d/b/a Huntsville Utilities for an amount not less than TEN PERCENT (10%) of the bidder's bid.

The Attorney-in-Fact who executes these bonds must file a notarized and effectively dated copy of his power of attorney. If required by State Statute, certifications of a resident agent shall also be provided.

All cashier's checks or bid bonds will be returned to all but the three (3) lowest bidders within **THREE (3) DAYS** after opening of the bids. The remaining cashier's checks and bid bonds will be returned promptly after the Owner and successful Bidder have executed the Contract, or, if no award has been made within 60 days after the bid opening date, upon the demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Any successful Bidder, upon his failure or refusal to execute and deliver the Contract and the required Performance and Payment Bonds, or any other bonds which may be required by the Contract Documents within **TEN (10) DAYS** after he has received notice of the Owner's acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid. Exceptions to this requirement will be considered upon written request.

20. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Bidding Documents will be made orally to a Bidder. Each request for such interpretation or clarification shall be made in writing, via e-mail, to the Engineer at least three (3) days prior to the bid opening. All interpretations and supplemental instructions will be issued in the form of written Addenda which will be issued via e-mail to all entities listed as having complete Bidding Documents. Addenda may be issued up to 24 hours prior to bid opening. Failure of any Bidder to receive such addenda or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda shall be acknowledged by the Bidder in the Proposal, and failure to do so may be cause for the Bid to be considered informal.

21. BIDDER'S UNDERSTANDING

Each Bidder must inform himself fully of the conditions relating to the construction of the Project, and it is mandatory that each Bidder has personally inspected the Site and has made himself familiar with the Contract Documents in their entirety. Failure to do so shall not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract, nor of his obligation to enter into a Contract and complete the work in strict accordance with the Contract. The Contractor, in carrying out his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other contractor on this or another project.

Particular attention is called to parts of the Specifications dealing with the time for completion of this project, which shall be adhered to, starting upon issuance of the Notice to Proceed.

22. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State, and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract Documents the same as though herein written out in full.

23. SALES AND USE TAXES

The Bidder shall be responsible for any and all State, Federal and Local taxes which may be charged in association with the required materials and labor which the Contractor is required to furnish for this Project. No taxes will be paid by the Owner, who maintains a tax-exempt status. All taxes shall be included in the prices shown in the Proposal.

24. SPECIFICATIONS AND CONTRACT DOCUMENTS

All work on this project shall be performed in accordance with the Drawings and Specifications. Huntsville Utilities Standard Construction Specifications are applicable when the Drawings and Specifications do not address certain items.

The Contract Documents shall be considered to include the following parts and documents collectively:

1. Invitation to Bid
2. Instructions to Bidders
3. Terms and Conditions for Invitations for Bids
4. Addenda
5. Proposal, Contract, Performance and Payment Bonds
6. General Conditions
7. Supplementary Conditions
8. Technical Specifications
9. Drawings
10. Any other documents, instructions or bonds so designated.

Should any conflicts or discrepancies be found between the parts, the order of precedence as listed in the General Conditions shall prevail.

25. METHOD OF AWARD

The basis for award shall be the Proposal from the lowest responsible and responsive Bidder which, in the Owner's sole and absolute judgment, will best serve the interests of the Owner. The Owner reserves the right to award the Contract on the basis of either the

Base Bid or any combination of deductive alternates or to reject all bids and execute the work with his own forces or re-bid the entire Project or any part thereof.

26. QUALIFICATIONS OF LOW BIDDER

Before being awarded a contract, the low bidder shall submit such evidence as the Engineer or Owner may require to establish the financial responsibility, experience and possession of such equipment as may be needed to prosecute the Work in an expeditious, safe and satisfactory manner.

Should the low bidder fail to provide evidence satisfactory to the Owner on any of the foregoing points, the Contractor may be disqualified and the Work awarded to the next lowest responsible bidder.

It is understood that blasting, pipeline construction, and medium voltage electrical work may be completed by subcontractors. These areas of work are critical to the success of the overall project. In view of this fact the Owner will require the low bidder to demonstrate that the proposed subcontractors for blasting, pipeline construction, and electrical work have specific levels of experience in certain areas. Alternatively, the prequalified prime contractor may document experience in these areas if the experience represents self-performed work.

- The firm that will be performing the blasting work shall have performed rock removal via blasting on at least three (3) projects in the last ten (10) years. Each project shall include at least 2,000 cubic yards of rock removal.
- The firm that will be constructing the raw and finished water pipelines shall have completed at least three (3) pipeline projects involving at least 10,000 LF of pipe 36-inches in size or larger within the last ten (10) years. The lengthy requirement applies to each project and is not a cumulative requirement.
- The firm that will be installing medium voltage facilities shall have completed at least three (3) projects having medium voltage process or pumping equipment at a water or wastewater facility within the last ten (10) years.

In addition to the above the Bidder shall submit a list of major subcontractors and equipment suppliers. Due to the complex nature of the bidding process the subcontractor's required experience and lists of major subcontractors and suppliers will not need to be submitted with the Bid; however, full documentation demonstrating compliance with the above requirements shall be submitted within three (3) days of the bid opening. Failure to submit the required documentation shall result in Bid rejection.

END OF SECTION

NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**SECTION 00 41 13
BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: Huntsville Utilities Water Department

Address: P.O. Box 2048, Huntsville, AL 35804

Project Identification: Raw Water Intake Structure and Raw Water Main

Contract No.: _____

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

3.1.1 Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum No.

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied all: i) reports of explorations and tests of subsurface conditions at the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures.

3.1.5. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

3.1.6. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

3.1.9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

3.1.11. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4. FURTHER REPRESENTATIONS

4.1. Bidder further represents that:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4.1.4. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.1.5. All required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

5. LUMP SUM BASE BID

Item No.	Description	Estimated Quantity	Unit	Total Price
1	Raw Water Intake Structure, 42" DIP Raw Water Main, 12 MGD Conventional Settling WTP, 48" DIP Finished Water Main	1	LS	
2	Allowance for Laboratory Equipment and Office Furniture	1	LS	\$50,000.00
3	Allowance for Materials Testing (Soil & Concrete)	1	LS	\$300,000.00
TOTAL LUMP SUM BASE BID (ITEMS 1 THROUGH 3)				

5.1. Lump Sum Work: Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents based upon the undersigned's own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, for the following lump sum of:

_____ Dollars
(words)

and _____ Cents \$ _____
(numerals)

5.2. Bidder acknowledges that Items 2 and 3 are allowances and compensation shall be based on actual invoices for materials or services provided. Such invoices shall include all applicable taxes. No other compensation will be paid to the Contractor under these allowances; therefore, any required bond premiums, desired profit, or other expenses shall be included under Item 1. The Owner will direct the firms engaged in the security system and material testing work. Also, the Owner will direct the Contractor with regard to the purchase of laboratory equipment and office furniture.

5.3 Bidder acknowledges that the Base Bid reflects provision of equipment supplied by the following manufacturers:

- 5.3.1. Telescoping Hoseless Sludge Collectors: Muerer Research
- 5.3.2. Conventional Filtration Equipment: Leopold
- 5.3.3. Granular Activated Carbon Contactor Equipment: Leopold
- 5.3.4. Finished Water Pump Check Valves and Air/Oil Accumulator System: G.A. Industries

Bidder further acknowledges that the Base Bid reflects construction of the 48-inch ductile iron pipe crossing of the Paint Rock River via trenchless construction methods involving a casing pipe installed by boring and jacking.

5.4 Bidder offers the following deductive amounts for furnishing alternate equipment or construction:

- 5.4.1 Deduct \$_____ for furnishing telescoping hoseless sludge collectors manufactured by Roberts Filter.
- 5.4.2 Deduct \$_____ for furnishing conventional filtration equipment manufactured by Roberts Filter or Severn Trent.
- 5.4.3 Deduct \$_____ for furnishing granular activated carbon equipment manufactured by Roberts Filter or Severn Trent.
- 5.4.4 Deduct \$_____ for furnishing finished water pump check valves and air/oil accumulator system manufactured by DeZurik or Val-Matic.
- 5.4.5 Deduct \$_____ for furnishing conventional effluent troughs for the settling basins in lieu of plate settler systems.
- 5.4.6 Deduct \$_____ for construction of the 48-inch ductile iron pipe crossing at the Paint Rock River via conventional open cut methods in lieu of boring and jacking and provision of a casing pipe.

The Owner reserves the right to award the Project based on the lowest responsive Base Bid or on the lowest Bid obtained for selecting one or more of the Deductive Alternatives. The selection of Deductive Alternatives shall be at the sole discretion of the Owner.

6. TIME OF COMPLETION

6.1. Bidder agrees that the Work will be substantially complete within 1,095 calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within 1,095 calendar days after the date when the Contract Times commence to run.

6.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are attached to and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid Bond.

7.1.2. Nonresident Bidder's state preference for resident bidders.

7.2. Bidder agrees to submit information related to major suppliers and subcontractors within three (3) working days of the bid opening.

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (*typed or printed*): _____

By (*signature*): _____

Doing business as: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business is: _____

A Joint Venture

Joint Venturer Name: _____(SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: _____

Phone No.: _____ FAX No.: _____

BID SUBMITTED on _____, 20__

Contractor's License No.: _____

Contractor's License Class (where applicable): _____

END OF SECTION

SECTION G

BID BOND

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Huntsville, a municipal corporation d/b/a Huntsville Utilities, P.O. Box 2048, Huntsville, Alabama 35804

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

Southeast Water Treatment Plant Project, Marshall County, Alabama

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): _____

PENAL SUM: \$10,000.00

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____ (Seal)

Bidder's Name and Corporate Seal

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions

shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action under this Bond shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage prepaid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and find the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

**SECTION 00 52 13
CONTRACT**

THIS AGREEMENT, made and entered into on the

_____ day of _____, 20_____.

BY AND BETWEEN

CONTRACTOR, Party of the First Part, and

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

**** WITNESSETH ****

The CONTRACTOR, in consideration of the sum to be paid him by the OWNER and of the covenants and agreements herein contained, hereby agrees at its own proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances, machinery, and appurtenances for the **SOUTHEAST WATER TREATMENT PLANT** to the extent of the Proposal made by the CONTRACTOR, dated the ____ day of _____, 20__ all in full compliance with the Contract Documents referred to herein.

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

In consideration of the performance of the work as set forth in these Contract Documents, and subject to adjustments in accordance with the Contract Documents, the OWNER agrees to pay the Contractor and to make payments in the manner and at the times provided in the Contract Documents, the amount of: _____, based on the Lump Sum Prices contained herein. The CONTRACTOR agrees to commence the work to be performed under this agreement on a date to be specified in a written notice by the OWNER, and shall be fully completed by _____ days from the date specified in the OWNER'S Notice to Proceed

In the event the CONTRACTOR fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the OWNER in the amount of \$500.00 Dollars per calendar day, or .15% of the total per day, whichever is greater.

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

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

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

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

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

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

in the Contract Documents and attachments hereto.

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

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

Attest:

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

By _____

As to Owner

Title _____

Attest:

CONTRACTOR

By _____

As to Contractor

Title _____

END OF SECTION

**SECTION 00 61 13.13
PERFORMANCE BOND**

BOND NO. _____

AMOUNT \$ _____

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____,

a corporation duly organized and existing under and by virtue of

the laws of the State of _____, as SURETY,
are held and firmly bound unto the City of Huntsville, Alabama, a Municipal Corporation, d/b/a
Huntsville Utilities Water System, hereinafter called the OWNER (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful
money of the United States of America, for the payment of which, well and truly be made to the
OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs,
executors, and administrators, successors, and assigns, jointly and severally, firmly by these
presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto
attached, with the OWNER, dated

_____, 20_____, for

NOW, THEREFORE, if the CONTRACTOR shall perform all the terms and conditions of the
within and foregoing Contract as provided in the Contract Documents to be performed by such
CONTRACTOR, and shall honor all claims for defective work made within one (1) year after
the completion and acceptance of the foregoing Contract, and shall pay over, make good and
reimburse to the OWNER, all loss or damages, including reasonable attorney fees, which the
OWNER may sustain by reason of failure or default on the part of the CONTRACTOR, then this

obligation shall be void; otherwise it shall be and remain in full force and effect. PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents and confirms the same.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____.

CONTRACTOR

BY : _____

Attest
(Seal)
SURETY

BY : _____

Attest
(Seal)

Countersigned:

Resident Agent

NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

**SECTION 00 61 13.16
PAYMENT BOND**

BOND NO. _____

AMOUNT \$ _____

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal,

and _____, as Surety, are held and firmly bound unto the City of Huntsville, Alabama, a Municipal Corporation, d/b/a Huntsville Utilities (hereinafter called the Obligee), in the penal sum of:

_____ DOLLARS (\$_____), lawful money of the United States of America, of which sum, well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated _____, 20_____, (hereinafter called the "Contract") for the construction and installation of approximately:

which Contract, Specifications and Contract Documents for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any County where venue is otherwise allowed by law. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgement rendered thereon.

(b) In addition to any other legal mode of service as set forth in Section 39-1-1, Code of Alabama, 1975, as last amended, the Principal and Surety hereby designate and appoint

(to be filled in by the Surety Company)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents, and ratifies and confirms the same.

(d) This bond is given pursuant to the terms of Section 39-1-1, Code of Alabama, 1975 as last amended.

Executed in three (3) counterparts.

SIGNED, SEALED AND DELIVERED THIS ____ day of _____, 20__.

CONTRACTOR

BY _____ (Seal)

Witness

SURETY

BY _____ (Seal)

Countersigned:

Resident Agent

NOTE: The SURETY names on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

END OF SECTION

SECTION D

General Conditions and Special Conditions

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Part 1 Scope and Definitions

1.01 SCOPE

The intent of these General Conditions is to outline in general the rights and responsibilities of the Owner, the Owner's Representative and the Contractor, and to establish policies and procedures to be followed during the execution of this Contract. While the Sections are grouped together according to the parties or responsibilities to which they address most directly, it should be noted that these groupings are for convenience of reference only and do not necessarily mean that the responsibilities of other parties to the Contract are not discussed in these or other Sections. These groupings have no bearing whatsoever on the interpretation of the Specifications. Also included in these General Conditions are the general requirements which must be satisfied before the work covered by the Contract can be considered complete. Any modifications to these conditions which are special to the particular project under consideration will be made in the Special Conditions or Addenda.

1.02 DEFINITIONS OF TERMS

Whenever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2.1 Abbreviations -

All mention or reference to documents or specifications shall be the latest edition or revision thereof:

- a. AASHTO - American Association of State Highway and Transportation Officials
- b. ACI - American Concrete Institute
- c. ADEM - Alabama Department of Environmental Management
- d. ADT - State of Alabama Department of Transportation
- e. AISI - American Iron and Steel Institute
- f. AISC - American Institute of Steel Construction, Inc.
- g. ANSI - American National Standard Institute, Inc.
- h. ASA - American Standards Association
- I. ASCE - American Society of Civil Engineers
- j. ASME - American Society of Mechanical Engineers
- k. ASSE - American Society of Sanitary Engineers
- l. ASTM - American Society for Testing and Materials
- m. AWS - American Welding Society
- n. AWWA - American Water Works Association
- o. DIPRA - Ductile Iron Pipe Research Association
- p. EPA - United States Environmental Protection Agency
- q. FM - Factory Mutual
- r. OSHA - Occupational Safety and Health Act (Federal or State)
- s. SSPC - Steel Structures Painting Council
- t. UL - Underwriters Laboratory
- u. USC - University of Southern California

1.2.2 Addenda -

Written or graphic instruments issued prior to the execution of the Contract which are intended to modify or clarify the Contract Documents, Drawings and/or Specifications.

1.2.3 As Shown and As Indicated -

The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Drawings".

1.2.4 Bid -

The proposal of the Bidder, submitted on the prescribed form only, and setting forth the prices for the proposed work to be performed.

1.2.5 Bidder -

Any person or persons, firm or corporation submitting a Proposal for the work.

1.2.6 Bonds -

Bid, performance and payment bonds and/or other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

1.2.7 Calendar Day -

Any day of the week or month, no days being excepted.

1.2.8 Change Order -

A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price and Contract Time.

1.2.9 Contract Documents -

The Contract Documents shall consist of the Advertisement and/or Invitation for Bids, terms and Conditions for Invitations for Bids, Proposal, Pricing Format, Contractor's Questionnaire, Contract Forms and Bonds, General Conditions, Special Conditions, any Supplemental Conditions or Specifications, Drawings and Plans, Notice to Proceed, and any Change Orders, Addenda or other modifications duly incorporated in any of the documents before or after the execution of the agreement.

1.2.10 Contract Price -

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.2.11 Contract Time -

The number of calendar days stated in the Contract Documents for the completion of the work.

1.2.12 Contractor -

The person or persons, partnership, firm or corporation to whom the Owner has awarded the Contract. (See also Developer)

1.2.13 Days -

Unless specifically stated otherwise, the term 'days' shall be understood to mean Calendar days.

1.2.14 Developer -

The person or persons, partnership, firm or corporation with whom the Owner has a contract for main extensions. On projects where developer is installing water facilities for the Owner, the terms developer and Contractor are interchangeable in the documents.

1.2.15 Drawing or Plans -

The drawings, profiles, cross-sections, details and other working drawings, or reproductions thereof, which show the location and character or scope of the work to be performed. The drawings, in whatever form supplied, shall be considered part of the Contract Documents whether bound or separate.

1.2.16 Employee -

Any person working on the Project to which these specifications apply and who is under the direction or control of, or receives compensation from, the Contractor or any Subcontractor.

1.2.17 Engineer -

The Engineer employed by the Owner, or his duly authorized representative. Nothing in the Contract Documents shall create any contractual or agency relationship between the Engineer and the Contractor. In most cases, unless otherwise specified in the Contract Documents, the Engineer and the Owner's Representative shall be one and the same person, who shall be an employee of Huntsville Utilities and who will be designated, in writing, by the Owner.

1.2.18 Equipment -

All machinery, machines and tools, together with the necessary supplies of operation and upkeep, maintenance and

protection, and all apparatus necessary for the proper construction and acceptable completion of the work.

1.2.19 Extra Work -

The term "extra work" as used in this Contract shall be understood to mean and include all work that may be required by the Engineer or Owner to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon the plans or reasonably implied by the Specifications, and not covered by the proposal except as provided under Section 10, "Changes in the Work".

1.2.20 Field Order -

A written order effecting a change in the work involving an adjustment in the Contract Price or an extension of the Contract Time, to be issued by the Engineer to the Contractor during construction.

2.21 Inspector -

An authorized representative of the Engineer or Owner assigned to make detailed inspection of any portion of or all materials furnished and work performed by the Contractor.

1.2.22 May -

As used in these documents, the word "may" is to be interpreted as permissive.

1.2.23 Notice (and Service Thereof) -

The term notice as used in this Contract shall signify a written communication either delivered in person to an authorized representative of either party to the Contract, or shall be understood to have been delivered three days following the date which they have been deposited in the United States Mail by registered or certified mail, return receipt requested, addressed to the Owner at the following address:

Huntsville Utilities
P.O. Box 2048
Huntsville, AL 35804

Or the office of the Contractor at the address listed in the Proposal.

1.2.24 Notice of Award -

The written notice of the acceptance of the bid from the Owner to the successful bidder.

1.2.25 Notice to Proceed -

The written notice issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the Contract Period.

1.2.26 Or Equal -

The term "or equal" as used in the Contract Documents shall mean that any proposed product shall be, the equivalent of, or better than, some other item as specified, in all respects, including, but not limited to, performance, function, reliability and quality. The determination of equality in reference to the project design requirements shall be made by the Engineer.

1.2.27 Owner -

The City of Huntsville, Alabama, a municipal corporation, doing business as Huntsville Utilities, whose address is P. O. Box 2048, Huntsville, Alabama 35804.

1.2.28 Owner's Representative -

The Owner's employee or other duly authorized representative. Nothing in the Contract shall create any contractual or agency relationship between the Owner's Representative and the Contractor. In most cases, unless otherwise specified in the Contract Documents, the Owner's Representative and the Engineer shall be one and the same person, who shall be an employee of Huntsville Utilities and who will be designated, in writing, by the Owner.

1.2.29 Plans -

The drawings, or reproductions thereof, which show the location and general detailed design of the contemplated improvement(s) mentioned in the Contract of which these specifications are a part, as known as "drawings" in various specifications.

1.2.30 Proposal (and Proposal Form) -

The formal signed submittal of prices by the Bidder on the approved, prepared form furnished by the Owner for the work contemplated.

1.2.31 Shall -

As used in these documents, the word "shall" is to be interpreted as mandatory.

1.2.32 Shop Drawings -

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Sub-Contractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.

1.2.33 Specifications -

A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship. Whenever standard specifications, such as those of ASTM, AASHTO, etc., are referred to herein, they become a part of these Contract Documents as if reprinted in their entirety. Additionally, unless specifically stated otherwise elsewhere in the Contract Documents, any designation of reference or standard specifications from other organizations shall be understood to refer to the latest edition of such specifications, even where specific reference to a given year or edition may be contained in the reference. Wherever a specific edition is intended, the words "whether or not this specification is the latest edition" will be inserted into the Contract Documents at such places where specifications by other organizations are called for.

1.2.34 Street -

Any or all portions of any dedicated street, avenue, alley, road or public highway.

1.2.35 Structure -

Any portion of the existing, completed, partially completed or proposed construction. Buildings, piping, conduits, cables, wiring, utilities and any or all man-made objects, whether above ground or underground, shall be considered as structures.

1.2.36 Sub-Contractor -

An individual or individuals, firm or corporation having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the work at the site.

1.2.37 Superintendent -

The executive representative of the Contractor, present on the site of the work at all times, authorized to receive and fulfill instructions from the Engineer, and who is capable of efficiently supervising the work.

1.2.38 Surety -

The corporate body licensed under the laws of the State in which the proposed work is to be constructed, bound with and for the Contractor for the acceptable performance of the Contract and also for the payment of all claims recoverable under the Contract Bonds.

1.2.39 Substantial Completion -

That date, as certified by the Owner's Representative, when the construction of the Project, or any portion thereof, is sufficiently completed so that it may be utilized by the Owner for the purposes for which is intended, but still may require minor miscellaneous work, maintenance and adjustment and does not constitute beginning of one year warranty period.

1.2.40 Warranty Period -

That period of time for which the Contractor agrees to repair or replace all materials and/or equipment installed under the Contract which have become defective or are not functioning properly, commencing at the time of final acceptance and terminating one year thereafter.

1.2.41 Work -

The term "work" as used in this Contract shall include all materials, labor, tools, machinery, transportation and

appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described or indicated, and as required by standard construction practice in order to provide a satisfactory system.

1.03 GENERAL TERMS

3.1 "No Direct Payment or At any Cost to the Owner"

It is understood that whenever these terms are stated within the Contract Documents, or whenever terms having substantially the same meaning and context are used, the Contractor is expected to include any and all associated costs for the items so specified in his unit prices or lump sum bid for other major items.

Part 2 The Owner

2.01 AWARD OF THE CONTRACT

The Owner, acting through its authorized representatives, shall notify the successful bidder, in writing, within sixty (60) days after the date of receiving bids of its acceptance of his proposal. The Contractor shall complete the execution of the required bonds and contract within fifteen (15) days of such notice.

2.02 NOTICE TO PROCEED

Within (10) days after the execution of the Contract, the Owner, acting through its authorized representative, shall confer with the Contractor and set the time for issuance of the written Notice to Proceed.

2.03 ACCESS AND INSPECTION

The Owner reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by any such agent or representatives as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as the Owner may desire. The Owner or his representative shall be permitted every reasonable facility for the inspection of all work and materials, including the removal or uncovering, at the Contractor's expense, of such portions of the finished work as may be directed.

2.04 TEMPORARY SUSPENSION OF THE WORK

The Owner shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. No allowance of any kind will be made for such suspension of work except an equivalent extension of time for completion of the Contract.

The Owner may at any time and without cause, suspend the work or any portion of the work, for a period of not more than ninety (90) days, by notice in writing to the Contractor, and the Owner shall fix the date on which work shall be resumed. The Contractor shall resume the work on date so fixed, and shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Section 6.08 of these General Conditions.

2.05 OWNER'S RIGHT TO DO WORK

The Owner reserves the right to perform additional work related to the Project with his own forces, or he may let other direct contracts in connection with this work, provided said contracts shall contain General Conditions similar to these. The Contractor shall afford other such contractors, or the Owner, if he is performing the work himself, reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner further agrees to provide a separate contract or contractor and materials essential to the completion of the work specifically excluded from the Contract, in such a manner as not to delay the progress of work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in the Contract Documents. If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to the beginning of any such additional work. If the Contractor believes that performance of such additional work by the Owner or others causes him additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Section 6.08 of these General Conditions.

These provisions shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by Agents or Employees of the Owner.

2.06 CHANGES IN THE WORK

The Owner reserves the right to make minor changes or alterations in the work from time to time, or to order additions, deletions or revisions in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These changes may be accomplished by a Field Order in most cases. If the Contractor believes that any minor change or alteration authorized by the Owner or Owner's Representative entitles him to an increase in the Contract Price, he may make claim therefore as provided in these General Conditions. Any request by the Contractor for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

The Owner may at any time, and without notice to the Surety, order changes within the scope of the work without invalidating the Agreement; these will be authorized by a Change Order. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Time, an equitable adjustment shall be made as provided in these General Conditions.

Should the work be reduced by alterations or deletions, such action shall not constitute a claim for damages based on loss of anticipated profits. If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually installed and the unit price established for such work under this Contract. Alterations as provided for herein shall not be considered as a waiver of any conditions of the Contract or Contract Bonds.

In case the Owner shall make such changes or alterations as shall render useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work originally planned.

2.07 PRIORITIES AND USE OF COMPLETED WORK

Without invalidating the Contract or impairing his rights hereunder, the Owner may direct that certain portions of the work be given priority and may be completed as usable units as soon as possible. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such beneficial use shall not constitute final acceptance of any work nor shall it waive any of the Contractor's responsibilities for any work not constructed in accordance with the requirements of the Contract. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Owner or Owner's Representative may determine.

2.08 RIGHT TO RETAIN IMPERFECT WORK

Should any part or portion of the work done or material furnished under this Contract prove defective and/or not in accordance with the Drawings and Specifications, and if the imperfection shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, then the Owner shall have the right and authority to retain such work. The decision of the Owner concerning acceptance in such matters shall be final.

In such cases, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including such reduction of the Contract Price as may be just and reasonable; or if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor to the Owner.

2.09 OWNERSHIP OF DRAWINGS

All Drawings, Plans, Specifications and copies thereof furnished by the Owner are his property and shall not be reused on other work and, with the exception of signed Contract Documents, are to be returned to him upon request at the completion of the work.

Part 3 Owner's Representative

3.01 AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative during the construction period may make periodic visits to the site of the project to observe the progress and quality of the work and to insure that the work is proceeding in accordance with the intent of the Contract Documents. During such visits, he may exercise all such rights as contained herein as if he were the Owner.

The Owner's Representative will determine the amount, quantity, character, classification and quality of the several kinds of work performed and shall certify estimates for payment. The Owner's Representative will approve or disapprove construction schedules, working drawing and shop drawing and approve or disapprove materials and equipment to be furnished. The decisions of the Owner's Representative concerning these items shall be conclusive and binding on all parties to the Contract.

The Owner's Representative shall have the authority to enforce and make effective any such decisions and orders that the Contractor fails to carry out promptly, and the Contractor shall be held responsible for any and all costs incurred by the Owner in this respect.

In order to avoid cumbersome and confusing repetition of expression in these Specifications, whenever the following terms are used, they shall be construed to mean and intend by or to the Owner's Representative, unless the context clearly indicates another meaning. These terms are as follows: "contemplated", "required", "established", "directed", "specified", "authorized", "ordered", "given", "designated", "indicated", "considered necessary", "deemed necessary", "permitted", "suspended", "approved", "accepted", "acceptable", "unacceptable", "suitable", "unsuitable", "satisfactory", "unsatisfactory", "sufficient".

3.02 ADDENDA

When deemed appropriate by the Owner's Representative, the Owner's Representative shall answer requests for further information, or provide interpretation of the plans and Specifications, provided such requests are made by prospective bidders prior to three (3) days before the bid opening. Answers to all such requests will be given in writing, to all bidders and firms holding complete sets of bidding documents, in addendum form, and all addenda shall be bound with and made a part of the Contract Documents. No other explanation shall be considered official or binding. Shall a bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Owner, who will then notify other bidders. Any addenda issued prior to twenty-four (24) hours of the opening of the bids will be issued via email to each Contractor contemplating the submission of a proposal for the work and to all firms holding complete sets of bidding documents. The proposal as submitted by the Contractor shall be so constructed as to include any addenda if such are issued by the Owner's Representative prior to twenty-four (24) hours of the opening of bids.

3.03 INTERPRETATION OF PLANS AND SPECIFICATIONS

The Owner's Representative shall be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder, and as such he shall determine all claims, disputes and other matters in question between the Contractor and Owner. The Owner's Representative will render such decisions in writing and within a reasonable time, and his estimates and/or decisions shall be final and conclusive.

3.04 FURNISHING OF CONTRACT DOCUMENTS

The Owner's Representative shall furnish the Contractor, at no charge, with an adequate and reasonable number of copies of all Plans and Specifications. Additional copies may be obtained at the cost of reproduction.

3.05 DETAIL DRAWINGS AND INSTRUCTIONS

The Owner's Representative will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if in the Owner's Representative's opinion, such are required for the proper execution of the work. All such drawings and instructions shall be consistent with the overall intent of the Contract Documents.

3.06 PRECONSTRUCTION CONFERENCE

The Owner's Representative shall set a mutually agreed upon date for a preconstruction conference to be held at the offices of the Owner. At this conference, prior to issuance of a work order on this project, a sequence or order of construction will be agreed upon.

3.07 PROJECT MEETINGS

The Owner's Representative will conduct project meetings, as he deems necessary, for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and persons required to be present shall be as directed by the Owner's Representative.

3.08 AUTHORITY TO HALT CONSTRUCTION

If at any time in the opinion of the Owner's Representative work is being performed by the Contractor which is defective or which does not meet the standards contained in these Contract Documents, or causes danger to the public, or results in an inferior product for the Owner, the Owner's Representative shall have the authority to halt all construction on the project until such time that the faulty conditions have been corrected or until such time as the Owner's Representative may so direct.

3.09 REJECTED MATERIAL OR DEFECTIVE WORK

The Owner's Representative, or his authorized Inspector, may condemn or reject any materials or work because of nonconformity with the Contract Documents. Any material or work so rejected shall be removed at once from the vicinity of the work or shall be corrected as specified by the Owner's Representative, at the expense of the Contractor. If the Contractor does not correct or remove and replace such defective work, all as specified in a written notice from the Owner's Representative, Owner may have the deficiency corrected or the rejected work removed and replaced, and issue an appropriate deductive Change Order to cover all direct and indirect costs of such correction or removal and replacement. Contractor shall also bear the expenses of making good all work of others destroyed by his correction, or removal and replacement of his defective work.

3.10 UNNOTICED DEFECTS

The Owner's Representative shall not have the authority to waive the obligations of this Contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the Plans and Specifications. No failure or omission of the Owner's Representative to discover, object to or condemn any defective work or material shall release the Contractor from his obligations to fully and properly perform the Contract, including without limitations, the obligation to at once remove and properly replace such defective work or material at any time prior to final acceptance, or during the guarantee period.

3.11 PRELIMINARY APPROVAL

The Owner's Representative prior to final acceptance, may order taken up or removed for reexamination any questioned work, and if not found in accordance with the Specifications for said work, all expense of removing, reexamination and replacement shall be borne by the Contractor, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the Owner; provided that, where inspection or approval is specifically required by the Specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the Owner's Representative.

3.12 INSPECTORS AND REPRESENTATIVES

One or more Inspectors or representatives may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that such Inspectors or representatives shall have the authority of the Owner's Representative and these Specifications. The Inspector or representatives shall be granted full access to the work at all times.

Inspectors or representatives may not issue instructions contrary to the Contract Documents, nor shall they act as foremen for the Contractor, and they may not in any way release the Contractor from fulfilling all terms of the Contract Documents.

Part 4 the Contractor

4.01 THE CONTRACTOR, AN INDEPENDENT AGENT

The Contractor is and at all times shall remain an independent agent and shall not be considered as an agent of the Owner, nor shall the Contractor's Subcontractor(s) or employees be subagents of the Owner. The Contractor shall be solely responsible for the manner and method of completing his work under this Contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, with the Owner and Owner's Representative being interested only in the result obtained and conformity to the Plans, Specifications and Contract.

4.02 CONTRACTOR'S UNDERSTANDING

Engineering construction drawings and specifications, as well as any additional information concerning the work to be performed and passing from or through the Owner's Representative shall not be interpreted as requiring or allowing Contractor to deviate from the Plans and Specifications, the intent of such drawings specifications and any other such instructions being to define with particularity the agreement of the parties as to the work to be performed by the Contractor. The Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use (or non-use), of all items and methods incidental to performance of the Contract, and for all loss, damage or injury incident thereto, either person or property, including without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the Owner's Representative or any representative, whether through personal observation on the project site or approval of shop drawings for temporary construction or construction processes, or by any other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of the work completed or being performed, as measured against the Drawing and Specifications constituting the Contract, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the Contractor in performing said Contract, and the adequacy of any designs, plans, or other facilities for accomplishing such performance. Deviation by the Contractor from Plans and Specifications that may have been in evidence during any such visit or observation by the Owner's Representative, or any of his representatives, whether called to the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

4.03 EXAMINATION OF CONTRACT DOCUMENTS

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of materials and structures to be encountered, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials, methods of providing ingress and egress to private properties and of handling traffic during construction, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work under this Contract. The Contractor further warrants that he has correlated his study and observations with the requirements of these Contract Documents. Failure to make any examination necessary for this determination shall not release the Contractor from the obligations of these Contract Documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

It is the intent of these Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. The Contractor hereby represents that the Contract Documents comprise the entire agreement between Owner and Contractor, and that they may only be altered by a modification as provided for herein.

4.04 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The Contractor, at his expense, shall furnish to the Owner, at the time of execution of the Contract, a performance and a payment bond, each in the sum of one hundred percent (100%) of the total Contract Price, on the forms supplied by the Owner for this purpose, guaranteeing faithful performance of the work and the payment to all persons supplying labor and materials or furnishing any equipment in the execution of the Contract, and guaranteeing the fulfillment of any and all warranties required for a period of one (1) year after the date of final acceptance of the work by the Owner, unless a longer period is herein specified. It is agreed that this Contract shall not be in effect until such performance; payment and maintenance bonds are furnished and approved by the Owner.

The surety company underwriting the bonds shall have a sound financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Alabama. The Attorney-in-Fact who executes the bond in behalf of the surety must attach a notarized copy of his Power-of-Attorney as evidence of his authority to bind the surety on the date of execution of these bonds. Certifications by a resident agent shall also be provided.

At any time after the execution of the Contract Documents, and the Performance and Payment Bonds, the Owner shall deem the Surety, or Sureties, upon such Bonds to be unsatisfactory, or if, for any reason such Bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after receipt of notice from the Owner to do so, furnish additional Bond or Bonds, in such form and amounts with such Surety or Sureties as shall be satisfactory to the Owner. No further payment to the Contractor shall be deemed to be due under the Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

4.05 INSURANCE

The Contractor shall obtain, at his own expense, from insurance companies acceptable to the Owner, and keep in force the insurance coverage as required to protect the Contractor from any claims as set forth below which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Worker's Compensation, including Occupational Disease and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this Contract the Statutory Worker's Compensation and Occupational Disease Disability Insurance for all of his employees to engaged in work under this Contract, and if any work is sublet, the Contractor shall require the subcontractor's employees to be engaged in such work. In case any employees are to be engaged in hazardous work under this Contract and are not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each sub-contractor to provide, adequate insurance coverage for the protection of his employees not otherwise protected. Minimum limits of coverage for each particular type of insurance shall be as shown on the Attachment A.

b. General Liability Insurance

The Contractor shall take out and maintain during the life of this Contract such General Liability Insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damages which may arise directly or indirectly from operations under this Contract, whether such operations be by himself, by a subcontractor, or by anyone directly or indirectly employed by either of them.

The property damage portion of this coverage shall include where applicable vandalism, fire, explosion, and underground exposure coverage.

The Contractor's and any subcontractor's General Liability Insurance Policies shall include the Owner and Owner's Representative, their offices, agents or employees as additional insured for any claims arising out of work performed under this Contract. The primary limits of coverage required as a minimum for each provision

are as shown in Attachment A.

c. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of this Contract, and shall cause all sub-contractors to take out and maintain, Automobile Liability Insurance coverage on all self-propelled vehicles and mobile equipment used in connection with the Contract, whether owned, non-owned, or hired. Any such automobile liability insurance policies shall also include the Owner and Owner's Representative, their officers, agents or employees as additional insured for any claims arising out of work performed under this Contract. The minimum limits of coverage shall be the same as required for General Liability Insurance.

d. Builder's Risk "All Risk" Insurance

Unless otherwise modified elsewhere in the Contract Documents, the Contractor shall secure and maintain during the life of this Contract, Builders Risk 'All Risk' Insurance coverage for 100 percent of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting there from, and shall pay all losses to the Contractor and the Owner as their interests may appear.

e. Contractual Liability, Special Conditions Coverage

Each and every policy for liability insurance by either the Contractor or any sub-contractor shall include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provisions under the "Indemnity" section hereinafter set forth.

f. Such other insurance and in accordance with the terms and conditions as set forth in Attachment A.

Whenever the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements, as set forth in the Special Conditions, and provide the required insurance.

Before commencing any of the work, the Contractor shall file with the Owner valid certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall include a statement guaranteeing that they will not be canceled or altered, except after 30 days written notice has been received by the Owner. Certificates of Insurance must be issued by an authorized representative of a recognized insurance company satisfactory to the Owner, and duly licensed to do business in the State of Alabama.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required herein and such insurance policies have been reviewed, in their entirety, and approved by the Owner, nor shall the Contractor allow any sub-contractor to commence work on any subcontract until similar insurance required has been so obtained, reviewed and approved.

Nothing contained in these insurance requirements shall be interpreted as limiting the extent of the Contractor's responsibility and/or legal liability for payment of damages resulting from his operations under this Contract. Any insurance bearing an adequacy of performance shall be maintained after completion of the project for the full warranty period.

At any time after the execution of the Contract Documents and the Performance and Payment Bonds, the Owner shall deem the insurance to be inadequate to cover the performance of the work, then the Owner shall have the option to take out and maintain, at the expense of the Contract, such insurance as the Owner may deem reasonable and proper and deduct the cost thereof from any such sum which may or might be due to the Contractor.

4.06 SCHEDULE OF SEQUENCE

Upon award of Contract and prior to starting of construction, the Contractor shall prepare and submit to the Owner's Representative for review and approval, an estimated progress schedule containing at least the following:

a. The sequence of work, with approximate start and finish dates, for each part or subdivision of the work.

- b. Schedule of material deliveries.
- c. Approximate period of time for initiating into service water mains in each section of the work.
- d. Coordination of work for two or more crews.
- e. Schedule of possible night work for making tie-ins.
- f. Schedule of proposed weekend or holiday work.

The above information will be used as a guide by the Owner to evaluate progress by the Contractor and to schedule other work by the Owner or others which is related to this project. The information may also be given to those concerned with emergency services in the area so that they may be rerouted as necessary.

The progress schedule shall be brought up to date and submitted to the Owner's Representative on a monthly basis or at other such times as directed by the Owner's Representative. Should the completion of any part of the work or the delivery of materials fall behind the approved schedule, the Owner's Representative may request a written plan be submitted and approved which shall bring the work up to schedule.

The Owner's Representative shall have the right to withhold progress payments for the work if the Contractor fails to update the progress schedule as directed and specified.

4.07 ASSIGNMENT AND SUBLETTING

The Contractor agrees that he will retain personal control and will give his personal attention to the fulfillment of this Contract and that he will not assign by Power of Attorney, or otherwise, or sublet said Contract without the written consent of the Owner's Representative, and that no part or feature of the work will be sublet to anyone objectionable to the Owner's Representative or the Owner. The Contractor further agrees that the subletting of any portion or feature of the work, or the material required in the performance of this Contract, shall not relieve the Contractor from his full obligation to the Owner, as provided by this Contract.

The Contractor shall not assign any monies due to become due to him without previous written consent of the Owner. Should the Contractor make such request, it shall be required that the instrument of assignment shall contain provisions to the effect that it is agreed that the right of the assignee in or to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

4.08 SUBCONTRACTORS

The Contractor may utilize the service of subcontractors for portions of the work provided that the conditions of this section are adhered to in their entirety. Within 30 days after the award of the Contract, the names of all subcontractors proposed for the work shall be submitted to the Owner's Representative. The Contractor shall not employ any subcontractors that the Owner's Representative may object to as lacking the capability to properly perform work of the type and scope anticipated, nor shall the Contractor employ any subcontractors without written consent of the Owner's Representative. No changes shall be allowed in the approved subcontractor list without approval of the Owner's Representative.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons or organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor, nor shall it create any obligation on the part of the Owner to pay or see to the payment of any monies due any subcontractor, except as may otherwise be required by the law. Owner or Owner's Representative may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the Contract Documents.

The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner, including but not limited to all indemnity and insurance requirements, and to cause appropriate provisions to be inserted in all subcontracts giving the Contractor the same powers with respect to terminating any subcontract as the Owner may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall not award work to subcontractors in excess of fifty (50%) percent of the Contract Price without

written approval from the Owner's Representative.

4.09 MATERIALS

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time. All materials shall be new, and of the best quality and workmanship.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or any subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. When considered necessary by the Owner's Representative they shall be stored in weather-proof buildings, placed on wooden platforms, or covered, as directed. Private property shall not be used for storage of materials without written permission of the landowner. The Contractor shall be solely responsible for the safety and protection of all materials stored for the Work, and shall be responsible for all losses due to theft or any other reason. All expenses in connection with acquiring and maintaining suitable storage facilities shall be paid by the Contractor.

All materials and equipment shall be handled in such manner as to preserve their quality and fitness for the work. They shall be transported from the storage site to the work in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring so that there may be no inconsistencies in the quantities of materials intended for incorporation in the work as loaded, and the quantities as actually received at the place of operation.

All materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer. In selecting and/or approving equipment for installation in the project, the Owner and Owner's Representative assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and Local Safety Codes or requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

All materials and equipment not conforming to the requirements of the Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise directed. No rejected material or equipment shall be used until written approval has been obtained and all defects have been corrected.

Where the Owner supplies any materials for the Work, any and all such Owner supplied materials wasted, lost, stolen or used in the work for any purpose other than that for which the Owner has agreed to furnish the materials shall be charged to the Contractor at the cost of the materials to the Owner plus a handling fee, and such charges will be withheld from any monies due or that may become due the Contractor under the terms of the Contract.

4.10 TAXES AND CHARGES

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the State of Alabama or any other laws in effect. Additionally, the Contractor shall withhold and pay any and all withholding taxes, whether State or Federal, and pay all Social Security charges, along with all State Unemployment Compensation charges which may be required to be paid or withheld under any laws.

4.11 ORDINANCES, PERMITS AND LICENSES

All Bidders and Contractors, or their subcontractors, shall be registered as Contractors as required by state law. A copy of the current Contractor's License shall be included in the bid package unless stated otherwise in the Contract Documents.

The Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances, rules and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the Owner and Owner's Representative, and their officers or agents, against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees. If the Contractor observes that the Specifications or Drawings are at variance therewith, he shall promptly notify the Owner's Representative in writing, and any necessary changes shall be adjusted by an appropriate modification. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, he shall bear all costs arising therefrom, however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

Since the Owner is a political or municipal corporation, the laws from which it derives its powers, insofar as the same regulates the objects for which, or the manner or conditions under which the Owner may enter into contracts, such laws shall be controlling, and shall be considered as part of this Contract, to the same effect as though embodied herein.

Unless otherwise specified, Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The City of Huntsville may require that Contractors obtain a city business license in order to do work, and this shall be obtained by the Contractor before any work is started. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also be responsible for any applicable public utility charges.

The Contractor shall give all notices necessary and incidental to the prosecution of the work.

4.12 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and assume all costs incidental to the use in the performance of the work of any design, material or process covered by patent rights or copyrights held by others. The Contractor shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save harmless the Owner and Owner's Representative from any loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, device, material or process is specified or required by the Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner harmless from any loss on account thereof. If the material or process specified or required by the Owner is an infringement, the Contractor shall be responsible for such loss unless he promptly gives such information to the Owner.

4.13 KEEPING OF PLANS AND SPECIFICATIONS AVAILABLE

The Contractor shall keep one copy of the Contract Documents on the jobsite and constantly accessible to the Owner, Owner's Representative or Inspector, with the latest revisions noted thereon.

The Contractor shall maintain on a daily basis at the jobsite, one current record set of the Drawings and Specifications, accurately annotated to show all changes or modifications made during the construction process. These shall be made available to the Engineer or his representative upon request, and shall be delivered to him for the Owner upon substantial completion of the project.

4.14 SUPERINTENDENCE

The Contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques and procedures of construction, and for providing adequate safety precautions and coordinating all portions of the work, and for insuring that the finished work complies with the Contract Documents.

The Contractor shall keep on the jobsite at all times during its progress a competent resident superintendent who shall have complete authority to represent and act for the Contractor. The Contractor shall designate, in writing, before starting work, this superintendent, who shall not be replaced without written notice to Owner or Owner's Representative except under extraordinary circumstances. All communications given to the superintendent shall be binding as if given to the Contractor.

4.15 CONTRACTOR'S TOOLS AND EQUIPMENT

The Contractor shall be responsible for furnishing sufficient quantity of tools and equipment of a capacity and type which shall safely perform the work specified, and he shall be solely responsible for the care, preservation, conservation and protection of all such tools and equipment. All tools and equipment shall be maintained and used in a manner which will not create a hazard to persons or property or cause a delay in the progress of the work.

Should the Contractor fail to furnish suitable or sufficient machinery or equipment for proper protection of the work, the Engineer may, after giving written notice, withhold payment for all estimates or suspend the work until such time as the Contractor complies with the requirements of this section.

4.16 CHARACTER OF WORKMEN

The Contractor shall upon request furnish personnel records to the Owner which reflect background data on his employees that are to perform work under this Agreement. The Contractor shall not employ any individual that has been convicted of any felony. The Contractor shall not employ any individual having demonstrable alcohol or drug abuse dependencies. Failure to monitor employee performance and background may result in termination of the Contract, without prior notice. All such employees must be neat in personal appearance, and maintain a courteous, cooperative attitude towards the public, Utilities employees, and fellow workers. The Contractor shall perform random substance abuse testing if requested to do so by the Owner.

Only competent, skillful workers shall be employed to do the work by the Contractor. If any person employed by the Contractor shall appear to be incompetent or shall act in a disorderly or improper manner, such employee(s) shall be removed from the work. Any notice given by the Owner or Owner's Representative concerning the removal of an employee of the Contractor or any of their Sub-contractors from the work shall be followed by the Contractor.

4.17 PROTECTION OF WORK AND PROPERTY

The Contractor shall take proper means to protect and safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken. The Contractor shall protect his work and materials from damage due to the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work.

The Contractor shall be liable for all loss or damages arising out of the nature of the work to be done, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of elements, and the Contractor agrees to indemnify and hold harmless the Owner and Owner's Representative against any such claim for damages arising or growing out of the performance of the Contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence of the work.

All passageways, guard fences, lights or other facilities required for protection by State or Municipal Laws and Regulations and local conditions, must be provided and maintained by the Contractor. All trees, shrubs, lawns,

walks, pavements, roadways, structures and utilities not designated for removal, relocation and/or replacement shall be protected as defined herein.

All existing water meters, valves, fire hydrants, gas meter and appurtenances, transformers and/or other facilities necessary for the daily operation of the Owner's utility system shall be protected from the Contractor's work and kept free and clear for normal operations and functions. The Contractor shall be responsible for insuring the meters and other facilities are accessible to the Owner's employees. Any service charges which may be imposed due to the inaccessibility of meters or other facilities for normal operation shall be due and payable by the Contractor, and such charges may be withheld from any subsequent progress payments which may be or become due the Contractor.

4.18 TESTS, SAMPLES, AND INSPECTIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Owner's Representative. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

If the Contract Documents, Laws, Ordinances, Rules, Regulations, or Orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Owner's Representative with the required certificates of inspection, testing or approval, unless otherwise specified. The Contractor shall give the Owner's representative timely notice of readiness of the work for all inspections, tests or approvals, Contractor shall uncover any work for which such notice is not given, should the Owner's Representative so direct.

All inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to both the Owner and the Contractor, and shall be performed in the presence of the Owner's representative.

4.19 PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Owner's Representative to demonstrate compliance with the specified requirements. All testing shall be conducted under the specified design operating conditions as recommended or approved by the Owner's Representative. The Contractor shall be responsible for obtaining the services of any manufacturer's representative as required to be present for such testing, and shall schedule any testing with the Owner's Representative at least 1 week in advance of the planned testing date.

4.20 WORK BY OTHERS

All Contractors and their subcontractors shall cooperate and coordinate their activities in a manner that will provide the least interference with any other Contractors, or with the Owner's forces, or with any other utility companies (or their contractors) which may working in the area of the proposed work. Any difficulties or disputes in the coordination of any work shall be immediately brought to the attention of the Engineer, who shall resolve such disputes, and whose decisions in these matters shall be final. All such disputes shall be resolved at no additional costs to the Owner.

If any part of the work under this Contract depends upon the work of any other contractor of the Owner, the Contractor shall inspect and promptly report to the Owner's Representative any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other work as being suitable for the completion of his work under this Contract except as to defects and deficiencies which may appear in the work by others that occur after the satisfactory completion of his work as specified.

The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly, and/or fit his work to receive or be received by such other work. Contractor shall not

endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter any work by others with the written consent of the Owner's Representative and of the other contractors whose work will be affected.

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. Furthermore, the Contractor shall coordinate all work with the Owner's or any other utility departments to prevent prolonged interruption of service to any customer.

4.21 DEFECTS AND THEIR REMEDIES

Should the work or any part thereof, or any material brought on the site of the work for use in the work, be deemed by Owner's Representative as unsuitable or not in conformity with the Specifications, the Contractor shall, at his own expense make all repairs or replacements necessary to bring such work into full accordance with the Contract, and pay for any damage to other work and materials provided by sub-contractors or manufacturers of packaged equipment components. The Contractor shall hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner or Owner's Representative. Should the Contractor fail to make prompt repairs or replacements, the Owner may do the work or hire it done, and the Contractor and his Surety shall be liable for the cost thereof, including any additional charges incurred. "Prompt" as used herein shall be defined as within 10 days of notice.

The Owner's Representative shall have the authority to suspend further operations and may withhold payment on estimates until any defective work has been removed and replaced in accordance with the Contract Documents. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Owner to declare the Contract in default and to proceed to have the work completed in accordance with Section 7.06, "Abandonment by the Contractor".

Failure to reject any defective work or materials shall not in any way prevent later rejection when such defect is discovered. Such failure shall not relieve the Contractor of his obligations to fulfill his contract, even though such work and materials may have been previously inspected and accepted or estimated for payment, nor shall it obligate the Owner to final acceptance, or prevent the Owner at any time subsequent, within the warranty period, from recovering damages for work shown to be defective.

4.22 WARRANTY PERIOD

The Contractor shall guarantee that all equipment furnished and work performed is free from all defects in workmanship, design and materials for a period of one (1) year, and he shall indemnify the Owner against any repairs which may become necessary to any part of the work. This one year warranty period shall begin on the date of final acceptance. Should any part of the equipment or work fail to perform properly, or be found to contain defects or discrepancies from equipment or work specified under these Contract Documents, the Contractor shall replace such equipment or work and correct such defects and discrepancies as per Section 4.21, "Defects and Their Remedies", at no cost to the Owner. After any equipment, material, or work is replaced, restored or repaired under this warranty, a new warranty period of one year from the date of such replacement, restoration or of one year from the date of such replacement, restoration or repair shall exist for such equipment, materials or work.

A Surety Bond shall remain in full force and effect during the initial one year warranty period and it shall be within the discretion of the Owner to require continuance of a proportionate amount of the Surety Bond for any and all warranty period exceeding this initial period due to replacements, restorations, or repairs. The Owner also reserves the right to require such longer warranty periods as may be prescribed by law or by the Special Terms of any special guarantee required by the Contract Documents.

Expiration of the one year warranty period shall be conclusive of final and complete acceptance of all work provided for in the Contract, except as regards latent defects, fraud or such gross mistakes as amount to fraud.

The Contractor further assumes responsibility for a similar warranty for all work materials provided by

subcontractors or manufacturers of packaged equipment components, and shall cause necessary provisions to be inserted in any and all subcontracts for labor, equipment or materials, so as to provide the Owner with further assurance of all warranties as specified herein.

4.23 WATER FOR CONSTRUCTION

Water used for filling, testing, sterilizing and flushing of pipelines and reservoirs, or for any other purpose incidental to this project, shall be furnished by the Owner to the Contractor one time, unless otherwise specified. Should additional water for the purpose of flushing and testing of water mains or reservoirs be required in multiple instances due to leaks, poor construction or sanitary conditions, or for any other purpose or reason, and then the Contractor shall be responsible for furnishing all additional water required. The Owner shall establish the rates for this required water and payment for such may be deducted from the Contractor's pay request. The Contractor shall make the necessary arrangements for securing and/or transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owner's Water System. The Contractor shall be fully responsible for the draining and disposal of all water used in flushing, testing and sterilizing. The Contractor shall obtain approval of the Owner's Representative for the manner in which the water will be drained and disposed of.

4.24 CLEAN UP

The Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations in waste material or rubbish caused by employees or by the work.

On site burning of waste material and rubbish may be permitted only after obtaining applicable burning permits and written approval of the Owner and Owner's Representative.

Upon completion of the work, all rubbish and unused material, tool, temporary structures and construction equipment shall be promptly removed and the premises left in a condition satisfactory to the Owner. All excess earth shall be hauled to a location as designated by the Owner Representative and all property disturbed or damaged during the prosecution of the work shall be restored to its original condition, or better, at the Contractor's expense.

The Owner may withhold final payment or progress payments should the Contractor fail to comply with the regulations of this section.

4.25 SANITATION

Sanitary conveniences conforming to State and Local Codes shall be erected and maintained by the Contractor at all times while workers are employed on the work. The sanitary convenience facilities shall be located as approved by the Owner's Representative, and their use shall be strictly enforced. Upon completion of the work, they shall be removed, leaving the premises clean.

4.26 INDEMNIFICATION

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

4.27 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The Contractor agrees that he will indemnify and save the Owner and Owner's Representative harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, included in the performance of this Contract. When so desired by the Owner, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, at the Contractor's option, either pay directly any unpaid bills of which the Owner has written notice, and reduce any payments due the Contractor by the same amount, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities shall be resumed in full, in accordance with the terms of this Contract, but in no event shall the provisions of this clause be interpreted or construed to impose any obligation upon the Owner by either the Contractor or his Surety.

4.28 SAFETY REQUIREMENTS

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor (OSHA), the State Occupational Safety and Health Act, and all other applicable Federal, State, County and Local Laws, Ordinances, Codes, the requirements set forth below, and any other regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents, and who shall maintain for the duration of the project a safety program that will effectively incorporate and implement all required safety provisions. This person shall be the Contractor's Superintendent unless otherwise designated.

The duty of the Owner's Representative to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety measure in, on or near the construction site.

The Contractor shall maintain at his office or other well know place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, and all articles necessary for giving first aid to the injured.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to the Owner's Representative or Owner. All accidents whatsoever arising out of, or in connection with, the performance of the work shall be reported in writing to the Owner's Representative, giving full details and statements of witnesses.

If claim is made by anyone against the Contractor or any sub-contractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner's Representative, giving full details of the claim.

It is further understood that the completed work shall include all necessary permanent safety items required by State and/or Federal (OSHA) Industrial Authorities and applicable Local and National Codes. Any features of the work subject to such safety regulations shall be fabricated, furnished and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements contained herein, and the Contractor shall notify all equipment suppliers and sub-contractors of these provisions.

4.29 EMERGENCIES

In case of emergencies affecting the safety of persons and/or threatening loss or injury of the work or property at the site or adjacent thereto, the Contractor shall be obligated to act, without special instruction or authorization from the Owner or Owner's Representative, as the situation may warrant to prevent threatened damage, injury or loss. He shall then give prompt notice to the Owner's Representative of his actions, and of any significant changes in the work or deviations from the Contract Documents. Any claim for additional compensation by the Contractor, together with substantiating documentation regarding expenses incurred, shall be submitted to the Owner's Representative and the amount of compensation shall be determined by an agreement.

4.30 EXPLOSIVES

The use of explosives shall be allowed only upon written permission from the Owner's Representative, and shall adhere to Ordinance #89-482 (Rev. 8-89), City of Huntsville. Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property. The Contractor shall obtain and pay for all permits, insurance and/or bonds as required by local ordinance, and shall be solely responsible for complying with all regulations and giving proper notice to authorities involved.

The Contractor shall procure and maintain insurance coverage to provide for all damages to property and persons resulting from blasting. The Contractor shall be fully and solely responsible for all damage and injuries caused, by or as a result of, blasting.

4.31 NOTICE OF PROPOSED WORKING HOURS

The Contractor shall be responsible for notification to the Owner or his representative, a minimum of 48 hours in advance, of the beginning of work on any portion of the Contract. Advance notification shall be required for any work proposed outside of normal working hours, which shall be defined as 7:30 a.m. until 4:30 p.m. on weekdays.

Should the Contractor fail to perform any work for any period of three consecutive weekdays for any reason other than unsuitable weather conditions or a stop work order from the Owner, then advance notification of intent to resume work shall be required.

Any work undertaken and not inspected due to insufficient notice or no notice, in accordance with this section, may be ordered removed, replaced, uncovered for inspection or otherwise remedied at the Owner's option, and at the Contractor's sole and complete expense. No claims for any extra work whatsoever by the Contractor will be allowed for work undertaken without proper inspection or approval due to violations of this section and/or due to any required rework by the Contractor.

Part 5 Miscellaneous

5.01 INTENT OF THE CONTRACT DOCUMENTS

The Contract Documents are complimentary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to include all work (except specific items to be furnished by the Owner) necessary for completion of the project in an acceptable manner, and delivery thereupon to the Owner ready for use, occupancy or operation. Any work that may reasonably be inferred from the Drawings or Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. It is further to be understood that all work must be done and material furnished in accordance with generally accepted practice; and that all material installations shall be accomplished in accordance with published or written manufacturer's instructions. Work or materials described in words which so applied have a well-known technical and trade meaning shall be held to refer to such recognized standards.

5.02 TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be fully completed as a whole and in part, in accordance with this Contract and the Plans and Specifications, and within the time of completion designated in the Proposal; provided, also, that when the Owner is having other work done, either by contract or by his own forces, the Owner's Representative may direct the time and manner of constructing the work done under this Contract, so that conflicts will be avoided, and the construction of the various works being done for the Owner will be integrated.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor proposes to carry on the work with estimated dates at which the Contractor will start and complete the several parts of the work.

5.03 EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by any act or neglect of the Owner or Owner's Representative, or of any employee of either, or by other contractors employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fires, floods, epidemics, abnormal weather conditions, acts of God or other unavoidable casualties, then an extension of time sufficient to compensate for the delay shall be allowed; provided that the Contractor shall give written notice to the Owner's Representative as to the cause of such delay and possible time extension involved within ten (10) days of such delay.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Owner's Representative to be of a severity that would stop all progress of the work, may be considered as cause for an extension of the Contract Time.

No extension of time will be considered for any reason whatsoever for any period of time during which the Contractor is not mobilized, on site and prepared to begin work, unless specifically approved by the Owner's Representative.

Within a reasonable period after the Contractor submits to the Owner's Representative a written request for an extension of time, the Owner's Representative will make his decision and inform the Contractor as to the number of days allowed, if any, as a time extension. The Owner's Representative's decision shall be final, and any change in the Contract Time shall be incorporated in a Change Order. In no event shall the Contractor be entitled to collect or recover any damages, loss or expense incurred by any delay other than that caused by the Owner, as specified herein.

5.04 EXISTING STRUCTURES

The drawings show the locations of known surface and subsurface structures. However, the Owner assumes no responsibility for the failure to show any or all structures on the Drawings, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or to require the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

The Contractor shall have the responsibility of promptly notifying the Owner's Representative, whenever any subsurface conditions are encountered which differ materially from those indicated or ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Except in the event of an emergency, the Owner's Representative shall be notified before proceeding with any work for which the Contractor feels an increase in the cost of, or time required for, the work may be due. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required notice; provided, however, that the Owner's Representative may, if he determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

5.05 DISCREPANCIES AND OMISSIONS

All discrepancies or omissions found in the Contract Documents shall be reported to the Owner's Representative immediately and before proceeding with any work affected thereby. The Contractor shall not take advantage of any discrepancies or omissions in the Contract Documents. The Owner's Representative will clarify discrepancies or omissions, in writing, within a reasonable time, and his decisions shall be final and binding on all parties to the Contract.

Should conflicts be found between two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Supplemental Conditions to the Contract (if any)
2. Addenda
3. Special Conditions
4. Proposal, Contract, Performance and Payment Bonds
5. Technical Specifications
6. Drawings and Plans
7. General Conditions
8. Terms and Conditions for Invitations for Bids
9. Invitations for Bids
10. Any other documents, instructions or bonds so designated

Figure dimensions shall govern over scaled dimensions, detailed drawings shall govern over general drawings, and words shall govern over figures.

5.06 LINES AND GRADES

The dimensions for lines and elevations for grades of the structures, appurtenances and utilities are indicated on the Drawings in most instances, along with other pertinent information required for laying out the work. The Contractor shall be responsible for furnishing the necessary labor and materials to accurately lay out the work and set the required elevations from the information indicated.

Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities. If site conditions vary from those indicated, the Contractor shall notify the Owner's Representative immediately, and the Owner's Representative may make minor adjustments as required. Additionally, it may be necessary for the Owner's Representative to make other revisions in alignment, grades and materials where during construction there is found to be existing conditions which would warrant a more practical and economical installation. The Contractor will be paid only for the materials actually installed as listed in the proposal.

The Contractor shall provide a competent employee during normal working hours to assist the Owner's Representative when required, in checking lines and elevations in the Contractor's layout and for measuring quantities for payment purposes. The Contractor shall cooperate with the Owner's Representative so that the checking and measuring may be accomplished with the least interference to the Contractor's operations.

5.07 PERMITS AND RIGHTS-OF-WAY

All necessary right-of-way for the proper completion of the work will be secured by the Owner at no cost to the Contractor. Where permits are required in areas of public dedication or easements must be obtained across private property, the Owner may provide to the Contractor information which describes the land owned and rights-of-way acquired, along with any special conditions which must be satisfied by the Owner or Contractor. All such permits or easements shall be available at the office of the Owner. Wherever so required, the Contractor shall keep a copy of any permits at the site of the work.

The Owner will provide no right-of-way over adjacent property, and the Contractor shall not enter upon private property for any purpose without obtaining permission from the landowner. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or storage of materials.

It shall be the responsibility of the Contractor to preserve all public property, trees, monuments, structures and improvements, along and adjacent to the street and/or right of way, and the Contractor shall use every precaution necessary to prevent damage or injury thereto.

It shall also be the responsibility of the Contractor, prior to the installation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area. The Contractor shall abide by all regulations and conditions stipulated in any and all permits granted to the Owner, whether on public or private property, any such conditions and requirements are hereby made a part of these General Conditions. Failure of the Contractor to examine permits granted to the Owner shall not relieve the Contractor from compliance with the requirements stated herein.

Wherever portions of the work are contained within any federal, state or local highway, road or street rights-of-way, and the agency having jurisdiction over such rights-of-way has established standard construction specifications or other such regulations or requirements which may differ from the specifications contained in these Contract Documents, then the most stringent requirement shall apply.

The Contractor shall, if required by the City, County or State, provide a bond in the amount and form designated before commencing work.

5.08 OUTAGES

In the event loss or interruption of service is necessary, customers must be notified by Huntsville Utilities personnel at least 24 hours in advance. Huntsville Utilities personnel will coordinate with the Contractor the times for any outages and will operate or supervise the operation of any valves necessary for these outages. The Contractor shall not operate any water valves without the supervision of Huntsville Utilities personnel.

Interruption of service shall in no case be for more than four hours without specific written approval. All outages for schools, medical clinics and commercial businesses must be conducted at approved times as specified by the Owner. Where special circumstances require an outage greater than 4 hours, the work shall be conducted at times to cause the least inconvenience to the customers and with the approval of the Owner. Under all circumstances, work must be continuous until all customers are back in service. If there exists an industry or building which cannot be out of water, as designated by the Owner's Representative, such as a hospital, appropriate temporary means shall be taken to provide and convey water, with such means to be approved by the Owner's Representative.

5.09 OTHER UTILITIES

The Contractor will not be required to move or remove any privately owned public utilities, such as gas mains and services, electric lines, telephone or television cables, etc., or to move or remove any publicly owned utilities except as specifically required in the Contract Documents, and except for those portions of the Owner's water systems which must be moved or removed for the completion of the work.

The location of other utilities should be verified with all individual utilities, as well as the status of any utility relocation plans or projects. The Contractor shall be responsible for requesting all utility locations in accordance with State laws and/or specific utility policies or regulations, and the Contractor shall provide a minimum of 48 hours (two working days) notice prior to starting work wherever possible.

The Contractor shall coordinate all crossings with sanitary and storm sewers, or any other utilities, in order to avoid conflicts and provide adequate clearance or separation between all utilities, in accordance with the drawings and plans and with the specific requirements of each utility. While the Owner will in many cases provide a set of plans and drawings showing all known conflicts, the Contractor shall be responsible for confirming actual and exact depths, as well as any field changes on roadway construction or improvement projects, with the appropriate engineer or utility representatives. The Contractor shall keep on the job a set of plans showing the latest design or actual installation in this regard.

All public or private utilities shall have access to the work for installation or repair of main line and service facilities. No compensation shall be allowed for any delays or interference caused by such work. It shall be the Contractor's sole responsibility to notify and coordinate any required work or utility locations with the proper representatives of the utilities involved.

The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work to be done under this Contract, and if required by the Owner, he shall give bonds as required and in an amount directed to each corporation, company, partnership or individual owning or operating any of the properties or utilities affected in guarantee of this responsibility.

The Contractor shall cooperate with the owner of any underground or overhead utilities in their removal and/or relocation operations in order that these operations may progress in a reasonable manner, and that the duplication of work may be kept to a minimum, and that services supplied by these utilities will not unnecessarily interrupted.

In the event of interruption to sewer, gas, water, electric, telephone or any other utility services as a result of accidental breakage or any other reason, the Contractor shall immediately notify the proper authority. The Contractor shall be financially responsible for the restoration of service and shall cooperate with the said authority in the restoration of service as promptly as possible. In no case shall the interruption be allowed to exist or continue outside of working hours without the Contractor's superintendent being available for assistance with the repair operations if so needed.

Should it become necessary to install temporary lines or pumps, or other means be provided, for the continuous operation of utilities affected by the work, all this work shall be done, maintained, operated and removed upon completion, at no additional cost to the Owner.

5.10 TRADE NAMES AND MATERIALS

Except for Owner selected equipment items, and items where no substitution is clearly specified, whenever any material, equipment or type of construction are specified by trade or brand name, by name of manufacturer, or by catalog number, such specifications shall be used to set a definite standard of quality or performance and to establish a description of the material or process desired. It is not the intention of the Owner to discriminate against an equal or better product of other manufacturers where fully suitable in design. Where the words "equivalent", "proper", and "or equal" are used, they shall be understood to mean that the item referred to shall be proper, the equivalent of, or equal to some other item, in the opinion of the Owner's Representative. The Contractor

may, in such cases, submit complete data to the Owner's Representative for consideration of another material, type or process which shall be substantially equal in every respect to that so indicated or specified.

Items to be included in the application for substitute approval shall be as follows: a written certification that the proposed substitute will perform adequately the functions called for by general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of the Owner's Representative, who shall be the sole judge of the substituted article of equipment and may require the Contractor to furnish such other data as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require, which shall be furnished at Contractor's expense.

The Contractor agrees to use, in the execution of this contract, materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification as contained in this contract. In the event the Contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the Contractor.

The Contractor does hereby agree to use in the execution of this contract, steel produced within the United States when specifications in the construction contract require the use to steel and is not contrary to any sole source specifications as contained herein. If the procurement of the above mentioned domestic steel products becomes impractical as a result of a national emergency, national strike, or other cause, the Owner shall waive the above restriction. In the event the Contractor violates these domestic steel requirements of this paragraph and domestic steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the Contractor.

The Owner's Representative shall reserve the right to require the use of specifically designated materials or equipment to insure standardization and uniformity in all parts of the work under this Contract or in the Owner's entire water system. This may be required in order to provide the Owner with a simplified spare materials inventory, continuity in patterns, colors and texture, and/or a standardized procedure for maintenance care and manufacturer's services.

5.11 REFERENCE SPECIFICATIONS

Where reference is made in these Contract Documents to specifications compiled by other agencies, organizations or departments, such reference is usually made for expediency and standardization from material suppliers' point of view, and such specifications referred to are hereby made a part of these specifications. Reference to other specifications shall be understood to be made to the latest revision thereof.

5.12 SHOP DRAWINGS

The Contractor shall submit to the Owner's Representative, with such promptness as to cause no delay in his own work or in that of any other contractor, five checked copies of all shop and/or setting or detail drawings, electrical diagrams, samples, catalog cuts for fabricated or manufactured items, and schedules required for work of the various trades. Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and any other required information to enable the Owner's Representative to fully review the submittals, and shall be submitted in sufficient time to allow the Owner's Representative a minimum of ten (10) working days for examination of the Shop Drawings.

Unless otherwise approved by the Owner's Representative, Shop Drawings shall be submitted only by the Contractor, and shall bear the Contractor's stamp of approval stating that he has reviewed and checked the drawings, and that the work shown is in accordance with the Contract requirements and has been checked for dimensions and relationship with the work of all other trades involved. The Contractor shall in writing call the Owner's Representative's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents. Failure to submit Shop Drawings complete with the above requirements may result in the Owner's Representative returning submittals to Contractor, without review, for resubmission in the proper form.

The Owner's Representative will promptly review and approve, reject, or approve with corrections, shop drawings and samples and return two copies to the Contractor. The Contractor shall make the required corrections, if any, and return five copies to the Owner's Representative. Additional copies shall be furnished upon request. No changes shall be made on resubmitted shop drawings, except those corrections called for by the Owner's Representative, unless the Contractor shall clearly describe such changes in a letter accompanying the resubmitted drawings.

Such review by the Owner's Representative shall be for the sole purpose of determining the sufficiency of said drawings to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of his duty as an independent Contractor as previously set forth, it being expressly understood and agreed that the Owner's Representative does not assume any duty to pass upon the propriety or adequacy of such drawings, or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder. Additionally, the Contractor shall be responsible for review of shop drawings as required to ascertain their effect on his ability to perform the required work in accordance with the plans and specifications and within the Contract Time.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by the Owner's Representative. The Owner's Representative's approval of such drawing shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Owner's Representative's attention to such deviations at the time of submission, and the Owner's Representative has approved the deviations, nor shall it relieve him from responsibility for errors of any sort in the shop drawings.

5.13 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver of modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver of modification.

5.14 ATTORNEY'S FEES

In the event the owner seeks or acquires the services of an attorney to enforce any provision of this Contract or to defend or prosecute any action involving this contract or arising from the performance of this Contract, then the Contractor does hereby agree to pay unto the Owner reasonable attorney fees for services of such attorney(s) as the Owner may or might secure or require.

Part 6 Payment

6.01 MONTHLY PROGRESS ESTIMATES

Monthly progress estimates will be prepared by the Owner's Representative and certified as correct by the Contractor or his local representative on or before the 10th day of each month. The estimate will show as completely as practical the total value of the work done by the Contractor and the value of the materials stored on site up to and including the last day of the preceding month, as recorded by the on-site inspector's daily records. Before preparation of estimate, the inspector will meet with the Contractor's representative to review the work completed, and any discrepancies between their respective totals shall be resolved at this time if possible. Should agreement on totals not be resolved, the Owner's Representative shall decide on all disputes.

The Owner shall then pay the Contractor, on or before the 10th day of the following month, the total amount of the approved estimate, less five (5%) percent of the amount thereon, which five (5%) percent shall be retained as part security until final payment. After the work is fifty (50%) percent complete, no further retain age shall be withheld.

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

Nothing contained in this section shall be construed to affect the right of the Owner to reject the whole or any part of the completed work, should such work later be found not to comply with the provisions of the Contract Documents. Payment by the Owner an acceptance by the Contractor of partial payments based on progress estimates shall not in any way constitute acceptance of the estimated quantities used as the basis for computing the amounts of partial payments.

6.02 PAYMENT WITHHELD

It is further agreed by the Contractor that the Owner may, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved or refuse to approve a pending estimate, to such extent as may be necessary to protect the Owner from loss on account of:

- A. the work is defective, or completed work has been damaged requiring correction or replacement,
- B. claims or liens having been filed or reasonable cause to believe such may be filed,
- C. contract price having been reduced because of modifications,
- D. the Owner has been required to correct defective work or complete the work in accordance with the Contract Documents,
- E. unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up as required,
- F. damage to another contractor

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld on account of said grounds.

6.03 PARTIAL PAYMENTS FOR MATERIALS DELIVERED

In order to receive partial payment for materials and/or equipment delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to submit to the Owner's Representative, along with progress estimate, a list of such materials and copies of all invoices to support Contractor's actual net cost and paid invoices or receipts evidencing full payment for such materials and/or equipment. Proper storage and protection shall be provided by the Contractor and approved by the Owner's Representative. All materials paid for by the Owner shall be protected as specified in Section 4.09, Materials.

6.04 CHANGE ORDERS

Payment or credit for any alterations covered by a Change Order shall be determined by one or more of the following methods:

Method (a) - by agreed unit prices

Method (b) - by agreed lump sum

Those unit prices stipulated in the proposal shall be used wherever applicable, otherwise Contractor shall furnish a written quote to the Owner's Representative which shall be binding for a minimum period of 30 days.

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Lump Sum quotations for alterations shall include substantiating documentation with an itemized breakdown of Contractor costs, including labor, material, rentals, approved services, overhead and profit calculated as specified. The Owner's Representative may request additional information as needed to evaluate the Contractor's quotations.

Method (c) - by "force account" work

If and only if the method of payment cannot be agreed upon before any extra work is commenced, and only when the Owner directs by written Change Order that the work be done on a force account basis, then the Contractor shall furnish labor, equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. Payment for the work so performed shall be made for the documented and approved actual cost of the work, with the cost to include the following items:

(1) Labor, including foreman, who are directly assigned to the force account work: such costs shall include actual payroll costs, including wages, fringe benefits, and other labor insurance or labor taxes as established by law. Fringe benefits, as used above, shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave and holiday and vacation pay applicable thereto. The expenses of performing work after regular working hours, on Sundays or holidays, or any other overtime shall be included only to the extent authorized in writing by the Owner. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, superintendents, estimators, lawyers, accountants, clerks or any other personnel employed by the Contractor whether at the site or in any other offices and used for general administration of the work shall not be included in this breakdown, as they are included in the administrative costs as covered below. No other fixed labor charges will be considered, unless approved in writing by the Owner.

(2) Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or his subcontractor. Costs of delivery or transportation to jobsite shall be included in this sum.

(3) Rental, or equivalent rental cost of equipment, including necessary transportation charges for materials and/or equipment. Actual operating costs shall be used for contractor owned equipment, which shall not exceed prevailing rental rates as determined by the Owner's Representative.

(4) Additional bond, as required and approved by the Owner.

(5) Additional insurance (other than labor related) as required and approved by the Owner.

(6) Costs of special consultants employed for services specifically related to the work, as approved by the Owner.

To the above costs, there may be added the following fixed fees for the Contractor or subcontractor actually performing the work:

A fixed fee of 20% of the cost of Item (1)

A fixed fee of 15% to costs of Items (2) and (3)

No additional fixed fee shall be allowed for the administrative handling of work performed by a subcontractor of a subcontractor, unless specific written permission is obtained from the Owner.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, field office expense and all other elements of cost and expense not embraced within the actual cost of the work as herein defined, except where the Contractor's field office must be maintained primarily on account of such Change Order; then the cost to maintain and operate the same shall be included in the actual cost of the work.

The Owner reserves the right to furnish such materials and equipment as he deems desirable, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment. The Owner or Owner's Representative may also specify, in writing and before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor.

For equipment under Item (3) above, rental or equivalent rental cost shall be allowed only for those days and hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the prevailing current rental rates for the area. The rentals allowed for equipment shall, in all cases, be understood to cover all fuel, supplies, repairs and renewals, and no further allowances will be made for those items without specific written agreement from the Owner. No rental costs will be approved for small tools (valued less than \$500).

The Owner, at his sole discretion, may choose to use the labor, equipment and overhead rates as submitted by the Contractor with his Proposal for the work to be done under any force account work. This option may be exercised if the proposal contains the required items of labor and equipment, and it is deemed to be in the Owner's best interest to use these rates, in which case the requirements for payment as outlined above may not apply for some or all of the work. Should the proposed rates as provided in the Contractor's Proposal differ significantly from those above, then payment shall be determined as provided for in this section.

The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of all other operations. If desired, the Owner's Representative may direct the form in which accounts of the actual cost of work shall be kept. The Contractor shall furnish the Owner's Representative, on a daily basis and no later than the following day, a report sheet listing all materials used and the direct costs of labor and equipment rental, whether furnished by the Contractor or subcontractor(s). The daily report sheet shall provide names or identifications and classifications of workers, hourly pay rates and hours worked, and also the size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of invoices, and shall be submitted with daily report sheets wherever possible. All daily report sheets shall be signed by the Contractor or his authorized agent.

In order to receive partial and/or final payment for Force Account work, the Contractor shall submit in a manner approved by the Owner's Representative, detailed and complete documented verification of the actual current costs involved in the work pursuant to the issuance of an approved Change Order. Such costs shall be submitted within 30 days after said work has been performed. No payment will be made for work billed and submitted to the Owner's Representative after this 30 day period has expired.

No extra or additional work shall be performed by the Contractor, except in an emergency endangering life or property, unless Contractor shall follow the provisions of Section 6.08, "Time of Filing Claims". Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for a written Change Order and shall keep an accurate account of the actual cost of the work as provided in Method 8 above.

6.05 TIME OF FILING CLAIMS

In any case where the Contractor deems additional compensation is due him for work or materials not clearly covered in the Contract Documents or not ordered by the Owner's Representative according to the provisions of Section 106, "Change Orders", the Contractor shall notify the Owner's Representative in writing of his intention to make claim for such compensation before he begins the work on which he bases the claim, in order that such matters be settled or other appropriate action be promptly taken. If such notification is not given or the Owner's Representative is not afforded proper facilities by the Contractor for keeping strict account of actual cost as

specified, then the Contractor hereby agrees to waive the claim for such additional compensation. Such notice by the Contractor, and the fact that the Owner's Representative has kept account of the cost, shall not in any way be construed as proving the validity of the claim.

If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner at a particular time, he shall file a written notice of claim with the Owner within seven (7) days of the beginning of the occurrence. Such notice shall state the circumstances and the reasons for the claim, but need not state the amount. No claim for additional compensation will be considered unless the provisions of Section 5.03, "Extension of Time", are complied with, and a notice of claim has been filed with the Owner as stated above.

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be filed in writing with the Owner's Representative within thirty (30) days, unless otherwise specified above, after the Owner's Representative has given any directions, order or instruction to which the Contractor desires to take exception. The Owner's Representative shall reply within thirty (30) days to such written exceptions by the Contractor and render his final decision in writing.

6.06 PAYMENT OF CLAIMS FOR EXTRA WORK

Should the Contractor make a claim for extra work as provided for above, and should claims for additional compensation be submitted in detail within 10 days following the execution of such work, and should the claims(s) be found to be just and reasonable, then such claims shall be paid for as provided for in Section 6.07, "Change Orders", or they shall be allowed and paid for under a supplemental agreement to be entered into between the Contractor and the Owner.

Part 7 Completion of Project

7.01 FINAL COMPLETION AND ACCEPTANCE

The Contractor shall submit written notice to the Owner's Representative when, in his opinion, the Contract is completed. Within ten (10) days after Contractor has submitted this notice, the Owner's Representative and the Owner shall inspect the work, and if found to be completed in accordance with the Contract Documents, the Owner shall issue to the Contractor his letter of final acceptance, which shall mark the beginning of the Contractor's one year warranty period. If the work is found to be incomplete or not in accordance with the Contract Documents, the Owner's Representative shall notify the Contractor in writing of the reasons for no acceptance, which reasons shall be promptly remedied by the Contractor and at his expense.

Neither the inspection by the Owner, through the Owner's Representative or any of his representatives, nor any payment for or acceptance of the whole part of the work by the Owner or Owner's Representative, nor any extension of time, nor any possession taken by the Owner or his employees, shall be construed as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

7.02 AS-BUILT DRAWINGS

The Contractor shall provide to the Owner a set of 'mark-up' drawings showing all as-built information. The Owner will supply to the Contractor a set of plans to be used for this purpose, which shall be kept up to date on a regular basis, and which must be returned to the Owner before final acceptance will be granted. As a minimum, these drawings shall contain the following information:

- a. Location of all valves with at least two dimensions, three wherever possible. Use distance and general direction from back of curb, fire hydrants or other permanent objects. Distance from power poles or transformers are acceptable only as a third dimension.
- b. Size, type and manufacturer, depth from finished grade of all valves.
- c. Manufacturer and depth of bury of all fire hydrants, plus any extensions or risers installed.
- d. Location of all fittings sleeves and clamps. Give distance to nearest valve or other permanent object and depth from finished grade.
- e. Location of all service lines and taps, with distance from property corners and other permanent objects.
- f. Mains located from property corners or from right-of-way or easement lines (or roadway centerlines) every 500 feet along straight sections and every 100 feet or at each property corner, whichever is less, along curved sections.
- g. Location and dimensions, both horizontally and vertically, at any and all crossings of other utilities, including storm drains and culverts, with dimensions to be given both over and under the water mains.
- h. Any and all variances from the drawings and plans clearly labeled and noted.
- i. Additional record drawing requirements are set forth in Section 01 78 39 of the technical specifications.

7.03 CONTRACTOR'S ADVERTISEMENT OF COMPLETION

The Contractor, immediately after being notified that all other requirements of his contract have been completed, shall give notice of said completion by an advertisement for a period of four successive weeks in some newspaper of general circulation published within the county in which the project is located. If the project is located in more than one county, an advertisement shall be given in a newspaper of general circulation published within each county in which the project is located. Proof of publication of said notice shall be made by the Contractor to the Owner's Representative, by affidavit of the publisher, and a printed copy of the published notice. If a newspaper is not published in a county where work is done, the notice may be given by posting at the Court House for 30 days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor.

The form of such notification shall be as follows:

NOTICE OF COMPLETION (*Project Name*)

In accordance with Section 39-1-1, Code of Alabama, 1975, as amended, notice is hereby given that

(Contractor) has completed the Contract for (Project Name) for the City of Huntsville, Alabama, a municipal corporation, d/b/a Huntsville Utilities and has made request for final settlement as provided by the Contract. All persons having any claims for labor, materials or otherwise in connection with this project should immediately notify Huntsville Utilities Water Department, P.O. Box 2048, Huntsville, Alabama 35804.

*Contractor or Corporation
Address*

7.04 RELEASE OF LIENS OR CLAIMS

Before the Owner pays the Contractor his final payment for the work, the Contractor shall sign and deliver to the Owner a release of liens or claims sworn to under oath and duly notarized. The release shall state that the Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limited to) all payrolls, amounts due subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.

If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all monies that the Owner may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

7.05 FINAL PAYMENT

Upon issuance of the Owner's final acceptance, the Owner's Representative shall proceed to make final measurements and prepare a final estimate showing the total value of all work performed and materials furnished under the terms of the Contract.

Final payment shall be based upon the actual quantities of the pay items installed at the unit or lump sum prices in the Contract. The determination of quantities shall be from actual measurements made during the progress of the work or after completion of the work.

Any materials issued by the Owner for the work shall be accounted for before final payment, in accordance with Section 4.09, "Materials".

After the Contractor certifies as correct the final estimate, and complies with the provisions of Section 7.04, "Release of Liens or Claims", and any other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the terms of this Contract. Such payment shall be made by the Owner within twenty (20) days of the date upon which all obligations of the Contractor have been satisfied.

All partial or monthly estimates shall be subject to correction in the final payment. The acceptance by the Contractor of the final payment shall release the Owner and the Owner's Representative from all claims and all liability to the Contractor, other than those previously made in writing and still unsettled, for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work. No payment, final or otherwise, shall release the Contractor or his sureties from obligations under this Contract and any bonds or warranties as herein provided.

7.06 ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the Owner or the Owner's Representative, or if the Contractor fails to comply with the orders of the Owner's Representative, when such orders are consistent with the Contract Documents; then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the Owner or the Surety on the performance bond, or another contractor in completion of the work; and the Contractor shall not receive any rental or credit

therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6.07, "Change Orders"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the Owner may provide for completion of the work in either of the following elective manners:

- a. The Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor under and by virtue of this agreement. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then said Contractor shall not receive the difference. In case such expense is greater than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then the Contractor and/or his Surety shall pay the amount of such excess to the Owner; or
- b. The Owner, under sealed bids, after five (5) days' notice published on one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Contract, the Contractor and/or his Surety shall be credited therewith, said credit to be reflected on final billings to the Contractor or Surety?

When the work shall have been substantially completed, the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 7.01, "Final Completion and Acceptance", shall be issued. A complete itemized statement of the contract accounts, certified to by the Owner's Representative as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this Contract; or when the Contractor and/or his Surety shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the Contract Price, and the Contractor and/or his Surety fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, then notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this Contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the Contractor or his Surety, to their proper owners. The books on all operations provided herein shall be open to the Contractor and his Surety.

END OF SECTION

0072 00 ATTACHMENT A

Huntsville Utilities Contractor Insurance Requirements

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

Without limiting any of the Contractor's obligations under this Contract, the Contractor shall, at his expense, provide and maintain the following minimum limits of insurance:

- A) Worker's Compensation—Statutory limits in accordance with the laws of the State of Alabama covering all employees who perform work or any of the obligations assumed by the Contractor under this Agreement.
- B) General Liability—Bodily injury, property damage and personal injury coverage for 1) comprehensive form; 2) premises operation; 3) products/completed-operations hazard, 4) contractual insurance, 5) broad form property damage, 6) independent contractors, and 7) personal injury; minimum limits of \$1,000,000.00.
- C) Automobile Liability—Bodily injury and property damage combined including coverage for 1) Comprehensive form; 2) Owned/Hired/Non-Owned Vehicles used in connection with this Contract; minimum limits of coverage of \$1,000,000.00.
- D) Builder's Risk—Builder's Risk All Risk Insurance coverage for one hundred percent (100%) of the contract price.
- E) Excessive Liability—Bodily injury and property damage combined Umbrella Form Coverage, with minimum combined limits of \$2,000,000.00.

Any Subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated for the Contractor.

The Contractor shall, before the executed date of the Contract, deliver to Owner certified copies of each insurance policy and where applicable, the policy shall be endorsed by separate endorsement naming Owner as additional insured. Each policy shall contain an

additional provision that no change will be made in the policies, nor will they be cancelled without first giving thirty (30) days written notice to the Utilities.

All policies shall be written with insurance companies licensed to do business in the State of Alabama which are acceptable to the Owner. The Contractor shall present to the Owner a current up to date Certificate of Compliance issued by the State of Alabama Insurance Department which will show that each insurance company proposed for use is presently authorized to transact business in the State of Alabama. A Certificate of Compliance must accompany each policy submitted to be approved by the Owner.

Failure to provide the required and specified policies, Certificate or other information and material as described herein may or might result in cancelation of contract by Owner or, at the sole discretion of Owner, charging Contractor for time and effort as Owner deems reasonable and necessary in securing all such policies, Certificates and other information in the form and content as required herein.

Insurance Requirements—State of Alabama

A current, up to date Certificate of Compliance showing an insurance company is presently authorized and licensed to do business in the State of Alabama can be secured by calling the State of Alabama Department of Insurance, Montgomery, Alabama, Telephone number: (334)-241-4151, and requesting a current, up to date Certificate of Compliance showing that an insurance company is authorized and licensed to transact business in the State of Alabama.

**SECTION 00 73 00
SUPPLEMENTARY CONDITIONS**

Revisions and Additions to the General Conditions

The General Conditions are hereby revised as follows:

Part 3 Owner's Representative

Wherever in these documents the words "Owner's Representative" and "Engineer" appear, it shall be understood to mean TETRA TECH and their authorized representatives acting either directly or indirectly as authorized agents of the Owner.

Part 4 The Contractor

Section 4.05, Insurance, add the following paragraph to the end of Section 4.05:

"In addition to the insurance requirements listed in the General Conditions, the Contractor shall procure and maintain a policy or policies of commercial general liability insurance in such form as TVA may approve in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence for bodily injury and property damage combined single limits, under which USA, TVA, and their respective agents, servants, and employees shall be named as additional insureds, as their interests may appear, and insuring against any and all claims, demands, damages, actions, causes of action, costs, and charges to which they or any of them may be subject resulting from or in any way connected with the condition or use of the easement area. The policy or policies shall be written by insurance company or companies which shall be rated "A" or better by A.M. Best Company and are licensed to do business in Alabama, or are an accepted surplus lines carrier.

In all cases the Contractor shall comply with the most stringent insurance requirement as specified herein.

Additional Insureds shall include the following:

Owner:

Huntsville Utilities
112 Spragins Street
Huntsville, AL 35801

Engineer:

Tetra Tech, Inc.
101 Quality Circle, Suite 140
Huntsville, AL 35806

Tennessee Valley Authority:
1101 Market Street (PSC 1E)
Chattanooga, TN 37402"

Section 4.30, Explosives, add the following sentences to the end of Section 4.30:

“Contractor shall follow all requirements for the Tennessee Valley Authority Section 26a permit RLR 227698 and approval letter attached as to these Specifications.

The Tennessee Valley Authority permit allows for blasting to occur only during the months of October and November.

The Tennessee Valley Authority permit restricts explosive blasting from Station 288+50 to 301+00.

Blasting shall conform to all permitting requirements and Specification 31 23 16.30 “Blasting”.

Part 5 Miscellaneous

Add the following:

5.15 Domestic Products (a) Contractor agrees to use materials, supplies, and products manufactured, mined, processed or produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (g), Section 39-2-2, *Code of Alabama* (1975, as amended).

(b) In the event Contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized saving or benefit to the Contractor.

Domesticated Steel (a) Contractor agrees to use steel produced within the United States when specifications require the use of steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2, *Code of Alabama* (1975, as amended). Owner has right to waive this requirement in the event of national emergency, national strike, or other cause.

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

Insurance Requirements All insurance, in addition to the amounts and terms and conditions as set forth in the General Conditions, shall be in accordance with the terms and conditions as set forth in “Attachment A, Huntsville Utilities Contractor Insurance Requirements”.

Local Participation The successful contractor shall make a good-faith and reasonable effort to employ minority and/or woman-owned City of Huntsville-based subcontractors and City of Huntsville residents for labor when possible. Documentation of such effort should be provided to Huntsville Utilities as a required component of the bid documents. A good-faith and reasonable effort shall be defined as phone calls, emails, meetings, attendance of job-fairs, and any other efforts undertaken by the contractor.

END OF SECTION