

PROJECT MANUAL

for

**Heardmont Park
Community Safe Room
Project #F4-S82**

**Shelby County
Alabama**

August 21, 2023

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[illegible]

STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed bids will be received for the Heardmont Park Community Safe Room (Project #F4-S82) at the Shelby County Manager's Office at 200 West College St., Columbiana, AL 35051 until September 7, 2023 at 2:00 p.m. and at that time publicly opened.

Plans and bid documents will be available at the Shelby County Facilities & General Services office at 280 McDow Road, Columbiana, AL 35051 after 12:00 noon on August 21, 2023. Electronic copies may be requested by emailing rlecroy@shelbyal.com.

Proposal fee is \$20.00 which includes the cost of plans and proposal when picked up at the above office. No refunds will be made. Please contact the Project Manager, Brad Davis at bwdavis@shelbyal.com with any questions regarding this project.

August 20, 2023

August 27, 2023

September 3, 2023

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INVITATION TO BID**

SECTION 00020 – Page 1 of 2

INVITATION TO BID

Project: Heardmont Park Community Safe Room Project

Owner: Shelby County Commission

Sealed bids will be received from bidders, opened, and publicly read by the Shelby County Commission for the HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT at the Shelby County Manager's Office, located at 200 West College Street, Columbiana, Alabama, 35051. The owner will receive Bids until 2:00 p.m. on September 7, 2023.

The owner requires the Project to be complete within the number of working days indicated on the base bid and awarded alternates as shown on the project specifications. (See Proposal Form for summary of working day schedule for base bid and alternates).

All interested bidders may obtain copies of the Construction Documents upon receipt of a \$20.00 non-refundable payment. Checks should be made payable to the Shelby County Commission. Interested bidders may obtain Bid Documents from the Shelby County Facilities & General Services office located at 280 McDow Road, Columbiana, AL 35051 (telephone 205-670-6461) and contact Brad Davis at 205-670-6467 or at bwdavis@shelbyal.com regarding any questions. Electronic copies may be requested by emailing rlecroy@shelbyal.com.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check for the lesser of five (5) percent of the Base Bid Price or \$10,000.

Refer to other bidding requirements described in Document 00200 – Instructions to Bidders

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of sixty (60) days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Sections 34-8-1 to 34-8-24, inclusive, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. The Owner, therefore will not consider any bid unless the bidder produces evidence that he is licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INVITATION TO BID**

SECTION 00020 – Page 2 of 2

REQUIREMENTS FOR BIDDERS

Bidding contractor will be required to provide evidence of E-Verify documentation and Section 84 business license.

IMMIGRATION LAW

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

OPEN TRADE

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

Please provide your bid response in triplicate, one original and two copies.
The Owner reserves the right to accept or reject any or all Bids.

Chad Scroggins
County Manager

HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT INSTRUCTIONS TO BIDDERS

SECTION 00100 – Page 1 of 8

1.1 SECURITY DOCUMENTS

Bidders may obtain Bid Documents from the Shelby County Facilities & General Services office located at 280 McDow Road, Columbiana, AL 35051 (telephone 205/670-6461). Electronic copies can be requested by emailing rlcroy@shelbyal.com.

1.2 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
 - 1. Make bids upon the forms provided therefore, properly executed and with all items filled out.
 - 2. Do not change the wording of the Bid Form, and do not alter the Bid Form.
 - 3. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
 - 4. Telegraphic bid or telegraphic modification of bid will not be considered.
 - 5. Bids received after the time specified for receiving them will not be considered.
 - 6. Late bids will be returned to the sender unopened.
 - 7. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
 - 8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, Bidder's license number, classification of license, limits of classification, expiration date, and the date and hour of the bid opening.
 - 9. It is the sole responsibility of the bidder to see that his bid is received on time.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 2 of 8

Bidders are cautioned that, in order to be considered responsive, a complete bid for the project, including unit prices and any specified allowances, must be submitted. A bid for less or with exceptions or clarifications will not be considered responsive.

1.3 BONDS

A. BID BONDS

1. A Certified Check or Bid Bond for the lessor of five percent (5%) of the base bid amount or \$10,000 made payable to Shelby County Commission must accompany each bid as evidence of good faith.
2. All Bid Bonds shall be on the standard form provided.
3. The Successful Bidder's bond will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond.
4. The Owner reserves the right to retain the bond of the two next lowest Bidders until the lowest Bidder enters into contract or until 60 days after the Bid Opening, whichever is shorter.
5. All other Bid Bonds will be returned as soon as practicable, and in accordance with Alabama State Law.
6. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages, but not as a penalty.

B. OTHER BONDS

1. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond in the amount of 100 percent of the Contract Sum, Labor and Materials Payment Bond in the amount of 50 percent of the Contract Sum.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 3 of 8

2. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

1.4 PRIOR TO BID

- A. Examination of Drawings, Project Manual and Site of Work:
 1. **Before submitting a Bid, each Bidder shall carefully examine the Drawings, read the Bid Documents, and visit the site of the Work.**
 2. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Bid Documents.
 3. Allowance will not be made to any Bidder because of lack of such examination or knowledge of the existing conditions.
 4. The submission of a Bid will be construed as conclusive evidence that the Bidder has made such examination.
- B. Interpretation of Bid Documents Prior to Bidding
 1. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Bid Documents, or finds discrepancies in or omissions from any part of the proposed Bid Documents, he may submit to the Owner a written request via email to bwdavis@shelbyal.com or interpretation thereof not later than three days before Bids are specified to be received.
 - a. The person submitting the request shall be responsible for its prompt delivery.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 4 of 8

- b. Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be mailed, faxed, or delivered to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents. **Bids will not be considered complete if a signature of an officer of the bidding party does not appear thereon.**
- c. The Owner will not be responsible for any other explanations or interpretations of the proposed Bid Documents.

1.5 BIDS

A. Withdrawal of Bids

- 1. Any Bidder may withdraw his Bid, either personally or by written request, if received by the Owner at any time prior to scheduled time for opening bids.
- 2. Bidder cannot withdraw his Bid for a period of 60 days after the date set for receiving thereof.
- 3. Each Bid shall be subject to acceptance by the Owner during this period.

B. Award or Rejection of Bids

- 1. **The Contract, if awarded will be awarded to the responsive low Bidder who proposes the lowest Contract Sum on the basis of the Base Bid plus approved alternates**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 5 of 8

- C. Proof of Competency of Bidder
 - 1. At the time of bid, bidder must furnish a list of previous projects successfully completed. The list provided must include specific contacts and telephone numbers for each project. All projects must meet the requirements listed in Section 1010.
 - 2. Any Bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability.

1.6 EXECUTION OF AGREEMENT

- A. Public Works Contract.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.
- C. The Bidder to whom the Contract is awarded by the Owner shall receive five (5) sets of Construction documents. Any sets needed beyond the initial five sets may be purchased from the Owner.
- D. At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Labor and Materials Payment Bond, the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.
- E. All bonds and policies of insurance must be approved by the Owner before the successful Bidder can proceed with the Work.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 6 of 8

- F. Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner and in a timely manner, shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

1.7 CONTRACT TIMES

- A. Contractor agrees that the work will be substantially complete within 30 working days from the date of the Notice to Proceed.
- B. If the Contractor is delayed, hindered or impeded at any time in the progress of the Work for any reason or by any alleged act or neglect of the Owner, or the Architect, or by any employee of any of them or by a separate Contractor employed by the Owner, or by changes ordered in the scope of the Work, or by other causes beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time as is agreed to by the Owner. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, and whether contemplated or not, and whether or not arising by active interference by the Owner and his agents and employees shall not be liable for any damages for delay whether for direct or indirect costs, extended home office overhead, idle

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 7 of 8

or inefficient labor or equipment, cost escalations, or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

C. No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference, hindrance or disruption is (1) without the fault and not the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule.

D. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay to construction activities which do not affect the overall completion of the Work does not entitle the Contractor to any extension in the Contract Time.

E. Time Extension for Unusually Severe Weather:

This provision specifies the procedure for determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
INSTRUCTIONS TO BIDDERS**

SECTION 00100 – Page 8 of 8

1.8 LIQUIDATED DAMAGES

Should the Contractor fail to substantially complete the work within the specified time, an assessment of \$100 per day shall be applied as damages and not as a penalty.

1.9 COORDINATION

It is the responsibility of the Contractor to schedule and coordinate any required testing.

End of Section 00100

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
BID REQUIREMENTS**

SECTION 00200 – Page 1 of 2

BID REQUIREMENTS

INSURANCE REQUIREMENTS:

The Contractor shall provide certification of required coverage to the Owner. Certification shall provide Owner with **10 days Notice of Cancellation**. Required insurance shall not be written for less than the following limits, or greater if required by law. Additional named insured shall be the Shelby County Commission, its officers, agents, and employees, successors or assigns.

Contractor's Liability Insurance:

1. Worker's Compensation
 - a. State Statutory
 - b. Applicable Federal..... Statutory
 - c. Employer's Liability\$500,000
 - d. Benefits required by Union laboras applicable
 - e. Voluntary Compensation \$100,000
 - f. Broad Form all States Endorsement
2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Contractual Liability; Personal Injury; all as combined single limits):
 - a. Bodily Injury/Property Damage, each occurrence\$1,000,000
 - b. Products/Completed Operations annual aggregate.....\$1,000,000

Products and Completed Operations Insurance shall be maintained for 3 years after the work has been completed; Property Damage liability insurance will provide X, C, or U coverage as applicable; Fellow employee Suits to be included.
3. Comprehensive Automobile Liability (owner, non-owned, hired): Combined single limits for bodily injury and property damage:
 - a. Bodily Injury/Property Damage, each occurrence\$1,000,000

Indemnity:

The Contractor shall assume all liability for and shall indemnify and save harmless the Shelby County Commission, its officers, agents, and employees, and their successors and assigns, and their consultants and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the Contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under this Contract.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
BID REQUIREMENTS**

SECTION 00200 – Page 2 of 2

The insurance shall extend to and include all of the Contractor's operations, regardless of whether they may be in connection with work that is temporary, permanent, or classified as "extra work".

ADVERTISEMENT OF COMPLETION:

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion (see sample form within this document) The Shelby County Reporter, once a week for four consecutive weeks. Proof of publication of said notice shall be submitted by the Contractor to the Shelby County Commission by affidavit of the publisher and a printed copy of the notice. In no instance shall a final settlement be made upon the Contract until the expiration of thirty (30) days from the completion of the Contract.

END OF BID REQUIREMENTS

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
PROPOSAL FORM**

SECTION 00300 – Page 1 of 4

Bids shall be submitted in triplicate.

DATE: _____

TO: Mr. Chad Scroggins
Shelby County Commission
200 West College Street
Columbiana, AL 35051

Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction of:

**Heardmont Park Community Safe Room Project
Shelby County**

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

Total Base Bid Amount - _____

Total Base Bid and All Alternates Amount - _____

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
PROPOSAL FORM**

SECTION 00300 – Page 2 of 4

2. I understand that Shelby County reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. There will not be a pre-bid meeting for this project. Any questions or clarifications regarding the bid should be submitted in writing and answers will be provided.
4. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the Owner and to fully complete work as specified in the required timeframe.
5. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the proof of insurance coverage, within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.
6. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
7. The names of all persons interested in foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
PROPOSAL FORM**

SECTION 00300 – Page 3 of 4

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

NAME OF FIRM: _____

ADDRESS: _____

ALABAMA GENERAL CONTRACTOR'S LICENSE #: _____

SIGNED: _____

SIGNED BY: (PRINTED NAME) _____

TITLE: _____

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid as a **“UNIT PRICE BID”**. The Bidder agrees to perform all necessary work described in the **CONTRACT DOCUMENTS** for the project, constituted by the **UNIT PRICE BID (payment will be made as specified based on the actual measured length of trail designed and constructed and paid by the unit price bid)**.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____, as Surety, are held and firmly bound unto
(Address)

the **SHELBY COUNTY COMMISSION** as Obligee in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

PROJECT NAME: _____

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____,
20____.

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____

NAME OF PARTNERSHIP, JOINT VENTURE OR CORPORATION:

(Name of Partnership, Joint Venture or Corporation*) – (If Two Corporations**)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

* (Corporate Seal)

Attest: _____ Name of State under the laws of which the
Corporation was chartered:

(Secretary)

** (Corporate Seal)

Attest: _____ Name of State under the laws of which the
Corporation was chartered:

(Secretary)

(Name of Surety)

BY: _____
(Attorney-in-Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM IS
SIGNED BY PRINCIPAL AND SURETY OR A CERTIFIED CHECK IN THE PROPER AMOUNT IS FURNISHED. CASHIER'S CHECK IS NOT ACCEPTABLE.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
PROJECT SUMMARY**

SECTION 01010 – Page 1 of 1

Part 1 – General

Project Description:

Contractor shall provide design and construction services for the Heardmont Park Community Safe Room Project, Shelby County, AL as shown on the project layout. The work shall comply with the following specifications;

Requirements for Contractor:

A Statement of Bidders Qualifications may be requested.

Construction Timeframe:

Project to be complete within the working days indicated in the Instructions to Bidders, Section 00100- Contract Times from date of notice to proceed.

Construction Scope and Site Conditions:

- Tree removal will require preliminary marking and approval from the Owner.
- Aerial Layout Map - see Project Drawings.
- Site plans with aerial show the approximate location of the proposed project.
- The trail shall be constructed after final design is submitted, flagged in the field by the contractor, reviewed and approved by the Owner. Deviations other than implementation of sustainable trail features must be approved by the Owner.
- Contractor shall pressure wash off site any equipment including trailers that delivered from another area to remove exotic plants and plant parts that may be attached to a piece of equipment.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
PROJECT NOTES**

SECTION 01020 – Page 1 of 1

1. The successful bidder, upon notification by the County, shall have ten (10) days to execute a contract pertaining to the scope of work as identified within this bid proposal package. Failure to do so shall result in forfeiture of the bidder's bond subject to stipulations as provided herein.
2. After the contract is signed and executed by both parties, the County shall issue a "Notice to Proceed" to the successful bidder.
3. Upon failure of the Contractor to complete the contract work within the number of working days allowed on the Proposal Form, the Contractor shall be assessed liquidated damages of the amount specified of \$100 per day.
4. The contractor shall locate all utilities prior to commencing construction. Prior to the start of construction, the contractor shall field verify the locations of all pipes, power lines, and utilities to check for conflicts with the construction project. The Contractor shall notify the County immediately if a conflict is found prior to commencement of construction. It shall be the responsibility of the Contractor to determine the exact location of all existing utilities, whether shown on the plans or not. In the event of a conflict it shall be the responsibility of the contractor to cooperate with the applicable utility company.
5. It is the responsibility of the contractor to verify all quantities and site conditions prior to bidding. The Contractor shall notify the Owner prior to bidding of any discrepancies in the plans.
6. The Owner shall be responsible for obtaining all required construction permits.
7. Any erosion control devices required will be the responsibility of the Contractor and shall be installed and maintained by the Contractor per ALDOT and ADEM BMP specifications.
8. Approximate layout illustrations will be provided to the Contractor to perform the design and construction of the project.
9. The project limits will be closed to the public during construction.
10. The Contractor will be responsible for any and all aspects of job safety. The Owner will not supervise or inspect any safety feature.
11. It shall be the duty and the responsibility of the Contractor to give notification to the Project Manager 24 hours prior to commencement of any construction activity. Failure to notify as required may be grounds for non-acceptance.
12. The Owner reserves the right to omit and self-perform any individual item of work partially or in whole and award any combination of base bid and alternates.
13. Proof of Competency of Bidder – At the time of bid, bidder must furnish a list of similar projects successfully completed. The list provided must include specific contacts and telephone numbers for each project. Upon request prior to award of bid the County may request any bidder to furnish additional evidence satisfactory to the County that he and his proposed Subcontractors have sufficient experience in the types of work called for to assure completion of the Contract in a satisfactory manner and that their current project workload will not limit their capability. Successful Bidder shall submit a list of subcontractors to be employed on the project.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
COST REPORTING AND PAYMENTS**

SECTION 01025 – Page 1 of 2

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for processing the following:
 - 1. Schedule of Values
 - 2. Cash flow projections for the project
 - 3. Unit prices (if any)
 - 4. Payment applications
 - 5. Payments at substantial completion
 - 6. Payment at final completion
 - 7. Identification of substitutions and alternatives in payment requests
 - 8. Accounting of Change Order amounts and allowances, and similar cost and pay-out related requirements

1.2 UNIT PRICE SCHEDULE

- A. General:
 - a. It is recognized that unit price items are listed in the Bid Form, and that the Owner- Contractor Agreement records acceptance or rejection of each unit price, either as bid or as otherwise agreed upon by the date of the Agreement.
 - b. It is recognized that the utilization of unit prices is solely by means of Change orders as specified in General and Supplementary Conditions, and that established unit prices contain total costs as defined therein, and include each entity's margins for overhead and profit.
- B. Prepare Schedule of Established Unit prices to show generic name, unit of measure, price per unit, related specification sections, subcontractor (if any) assigned to the work so named, comments applicable to the Agreement terms which established it. Stated unit prices will apply for work added or work deducted.
- C. Owner reserves the right to reject the Contractor's measure of work-in-place which involves the use of established unit prices, and at Owner's expense to have the work measured by independent surveyor acceptable to Contractor.

1.3 PAYMENT REQUESTS

- A. General:
 - a. Except as otherwise indicated in the Contract Documents, comply with the procedures and requirements of the General Conditions, including the submittal of supporting documentation and waivers or releases of lien.
 - b. Refer to the Supplementary Conditions for requirements concerning "retainage" by Owner on payment

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
COST REPORTING AND PAYMENTS**

SECTION 01025 – Page 2 of 2

- c. Except as otherwise indicated, sequence of progress payments shall be made on a regular basis, and each must be consistent with previous applications and payments.

B. Payment Application Times:

The period of construction work covered by each payment request is the period indicated in the General Conditions.

C. Final Payment Application:

- a. The administrative actions and submittals which must precede or coincide with submittal of the final payment application can be summarized as follows but not necessarily limited to these:
 - i. Completion of project closeout requirements
 - ii. Completion of items specified for payment application at time of substantial completion (regardless of whether such application was made).
 - iii. Written assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
 - iv. Transmittal of required project construction records to Owner.
 - v. Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
 - vi. Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
 - vii. Final payment for the work to be performed under this project shall be in accordance with the advertisement of completion requirements as set forth in the State of Alabama Public Works Bid Law requirements.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
MEASUREMENT AND PAYMENT**

SECTION 01026 – Page 1 of 1

Part 1 – General

1.1 SECTION INCLUDES

- A. The entirety of the Project shall be bid per unit price. The Unit Prices indicated in the Bid Form shall be used for the payment and for the purpose of adding or deleting work items to or from the Contract during the course of the work. The Bidder agrees to perform all necessary work described in the Contract Documents. Alterations to the Construction Contract will be based on the unit prices established in the Base Bid Schedule, and the Bidder will receive no additional compensation for items covered under this scope. All materials and services provided for construction on this project shall meet or exceed the requirement of the project specifications outlined herein.
- B. Even though an item of work is included in the technical specifications, if it is not both covered herein and specifically itemized in the Bid Form, payment for it shall not be separately made. Such work shall be considered a necessary part of or incidental to its related work and shall be subsidiary obligation to the items of work being performed.

End of Section

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
CHANGE ORDER PROCEDURES**

SECTION 01028 – Page 1 of 3

Part 1 – General

1.1 SECTION INCLUDES

- A. Procedural requirements for considering and processing Change Orders.
- B. Related Requirements:
 - a) Agreement: The amounts of established unit prices
 - b) Conditions of the Contract:
 - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
 - 2. Contractor's claims for additional costs
 - c) Section 01025: Cost Reporting and Payments

1.2 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate a potential change by submitting a Proposal Request to Contractor. Request will include the following:
 - a) Detailed description of the change, products, and location of the change in the Project.
 - b) Supplementary or revised drawings and specifications.
 - c) The Projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - d) A specific period of time during which the requested price will be considered valid.
 - e) Such request is for information only, and is not an instruction to execute the changes, nor is it a mandate to stop work in progress.
- B. Contractor may initiate a request for changes by submitting a written notice to Owner, containing the following:
- C. Provide full written data required to evaluate changes.
 - a) Maintain detailed records of work performed on a time-and-material/force account basis.
 - b) Provide full documentation to Owner upon request.
- D. Designate in writing the member of Contractor's organization:
 - a) Who is authorized to accept changes in the work
 - b) Who is responsible for informing others in the Contractor's organization of the authorization of changes in the work.
- E. Owner will designate in writing the person who is authorized to execute Change Orders.

1.3 CONSTRUCTION CHANGE DIRECTIVES

- A. In absence of total agreement on the terms of a Change Order, the Owner may prepare and issue a Construction Change Directive directing a change in the work, for subsequent inclusion in a Change order.
 - a) Construction Change Directive will describe changes in the Work, and describe the method of determining any change in the Contract Sum or Contract Time, or both
 - b) The Owner will sign construction Change Directive
- B. Upon receipt of a Construction Change Directive, Contractor shall do the following:
 - a) Promptly proceed with the change in the work involved
 - b) Promptly advise the Owner of the Contractor's agreement or disagreement with the method, if any provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- C. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them.
 - a) Such agreement shall be effective immediately and shall be recorded as a Change Order
 - b) If Contractor does not respond promptly or if he disagrees with the Construction Change Directive, he shall comply with General Conditions.
- D. A Construction Change Directive shall be processed in compliance with requirements of the General Conditions.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - a. Labor required
 - b. Equipment required:
 - i. Recommended source of purchase and unit cost
 - ii. Quantities required
 - c. Taxes, insurance and bonds
 - d. Credit for work deleted from Contract, similarly documented
 - e. Overhead and profit, for subcontractor and General Contractor separately
 - f. Justification for any change in Contract Time

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
CHANGE ORDER PROCEDURES**

SECTION 01028 – Page 3 of 3

- C. Support each claim for additional costs, and for work done on a time-and – material/force account basis, with documentation as required for a lump sum proposal, plus the following additional information:
 - a. Name of the Owner's authorized agent who ordered the Work, and date of the order
 - b. Dates and hours work was performed, and by whom
 - c. Time record, summary of hours worked, and hourly rates paid
 - d. Receipts and invoices for:
 - e. Equipment used, listing dates and times of use
 - f. Products used, listing of quantities
 - g. Subcontracts
 - h. Overhead and Profit, taxes, insurance
- D. Document requests for substitutions for Products as specified elsewhere in Division One

1.5 PREPARATION OF CHANGE ORDERS

- A. Contractor will prepare each Change Order.
- B. Change Order will describe change in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.6 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise sub-schedules to show changes for other items of Work affected by the changes.
- A. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

End of Section

Part 1 – General

1.1 PRE-CONSTRUCTION MEETING

- A. Schedule meeting within the early stages of Construction as determined by the owner.
- B. Suggested Agenda: Contractor shall prepare written material, distribute lists, and discuss the following:
 - a. Identification of major Subcontractors and Suppliers
 - b. Projected construction schedule (To be supplied in bar chart format by the Contractor prior to beginning work)
 - c. Critical work sequencing
 - d. Major Equipment deliveries and priorities
 - e. Project coordination, including designation of responsible persons
 - f. Procedures for, and processing of:
 - i. Field decisions
 - ii. Proposal requests
 - iii. Submittals
 - iv. Change orders
 - v. Applications for payments
 - g. Adequacy of distribution of Contract Documents
 - h. Procedures for maintaining Record Documents
 - i. Use of premises
 - i. Work and storage areas
 - ii. Owner's requirements
 - j. Construction facilities, construction aids, and controls
 - k. Temporary utilities
 - l. Safety and first aid procedures
 - m. Security procedures
 - n. Housekeeping procedures
 - o. Working days/hours
 - p. Erosion control and stormwater management

1.2 PROGRESS MEETINGS

- A. Schedule progress meetings as determined by the owner when they are necessary.
- B. Suggested Agenda:
 - a. Review and approval of minutes of previous meeting
 - b. Review of work progress since previous meeting
 - c. Field observations, problems, conflicts.
 - d. Problems which impede construction schedule
 - e. Review of off-site fabrication, delivery schedules

- f. Corrective measures and procedures required to regain projected schedule
- g. Revisions to construction schedule
- h. Plan progress and schedule for succeeding work period
- i. Coordination of schedules
- j. Review submittal schedules; expedite as required
- k. Review proposed changes for:
 - i. Effect on construction schedule and on completion date
 - ii. Effect on other contracts of the Project
- l. Other Business

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
CONSTRUCTION SCHEDULES**

SECTION 01310 – Page 1 of 2

Part 1 – General

1.1 SECTION INCLUDES

Procedures for preparation, submission and review of “Horizontal Bar Type” Progress or Construction Schedules for the entire project, and bi-weekly updating.

1.2 FORM OF SCHEDULES

Prepare Construction Schedules in the form of a horizontal bar chart prior to commencing the work. Work shall not commence until the Contractor submits the project schedule for review.

1.3 CONTENT OF SCHEDULES

- A. Construction Schedules shall include the following:
 - a. Complete sequence of construction by activity.

1.4 SUBMITTALS

- B. Submit Design and Construction Schedule within thirty (30) days after date of a contract award
 - a. Owner will review design and schedule and return a copy marked approved or with comments.
 - b. If required, resubmit for final review

1.5 DISTRIBUTION

- A. Distribute copies of approved Design and Construction Schedule to job file and other concerned parties.
- B. Instruct all recipients to report any inability to comply and provide detailed explanation with suggested remedies.

1.6 DURATION AND MILESTONES

- A. The Contract Time shall commence to run on the date of issuance of the Notice to Proceed. The project shall be substantially completed within the number of working days indicated in Section 00100 after the Contract Time commences to Run. Upon reaching substantial completion, the successful contractor will be issued a letter stating the project has reached substantial completion, the work will be inspected, and a punch list will be generated and forwarded.
- B. The Contractor shall prosecute the work diligently and will avoid interfering with or delaying any progress of any other Contractors or the Owner’s own forces on other project related work.
- C. The Contractor shall commence work on site no later than 30 calendar days after a notice to proceed.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
CONSTRUCTION SCHEDULES**

SECTION 01310 – Page 2 of 2

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
LAND DISTURBING AND EROSION CONTROL**

SECTION 02950 – Page 1 of 3

Part 1 – General

1.1 SCOPE OF WORK

- A. Contractor shall utilize construction practices to minimize erosion and sediment runoff during construction. Installation of all required BMP's shall be the responsibility of the Contractor as outlined in the project notes.
- B. Work of this section includes the installation of devices to collect or trap silt from leaving the site as required and shall be performed by the Contractor if required.
- C. Work shall comply with the latest edition of city ordinance and/or regulations and requirements of any governing authorities in clearing and erosion control.
- D. The intent of these specifications is to ensure that erosion produced by this project is minimized to the maximum extent possible.
- E. All areas that are part of the trail construction shall be stabilized as soon as possible using the most appropriate BMP's.

- 1.2 REFERENCES – Alabama Department of Transportation – Standard Specifications for Highway Construction – Section 650 Topsoil, Section 651 Ground Preparation and Fertilizing for Erosion Control, Section 652 Seeding, Section 656 Mulching.

Part 2 – Products

2.1 MATERIALS:

- A. Temporary Cover: Rapidly growing plants, such as annual rye grass, small grain, sudangrass and millet as approved by Engineer.
- B. Fibrous Materials: An open mesh, web-like material such as jute netting, cotton and paper netting, fiberglass or plastic that will allow surface drainage to seep through and approved by Engineer.
- C. Rip Rap: Per drawings meeting the requirements of Alabama Department of Transportation Standard Specification Section 610.
- D. Crushed Stone: Per drawings and/or a stone ranging in size from one-half inch to two inches.
- E. Silt Fence: A porous netting on steel or wood post designed for sediment control and approved by Engineer.
- F. Topsoil: Topsoil shall meet the requirements of the Alabama Department of Transportation Standard Specification Section 650.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
LAND DISTURBING AND EROSION CONTROL**

SECTION 02950 – Page 2 of 3

Part 3 – Execution

3.1 PREPARATION

- A. Clearing and grubbing shall be kept to a minimum.
- B. Erosion control devices shall be installed that will not let silt leave the project confines. Additional measures may be necessary to prevent silt or erosion from leaving the site.
- C. Erosion control devices shall be maintained daily during construction and following a rain event and shall be the responsibility of the Contractor.
- D. A blanket of clean, crushed stone shall be installed at construction entrances and at any area used for parking. Stone shall be maintained until project is complete and shall be the responsibility of the Contractor.
- E. Filter traps shall be installed at all drainage structures to keep piping systems free of siltation. Protection shall be placed around drainage structures and will not allow silt to them. Protection shall remain in place and in good working condition until the site is permanently stabilized.
- F. All disturbed areas shall be seeded and mulched as soon as possible. To stabilize soils, temporary seeding and mulching is required in disturbed areas that will remain unfinished for extended periods.
- G. Any temporary or permanent stockpiles of topsoil, unsuitable material, excess material, etc., stored on site shall be confined with silt fence and vegetation.
- H. Owner shall obtain any permits required.
- I. The Contractor is responsible for necessary signs, flagmen, barricades and lights to protect the public when conducting any work near the roadway. All traffic control, markings, signs shall be in accordance with the Manual of Uniform Traffic Control Devices. Any road or street damaged that is used by the Contractor's equipment is the responsibility of the Contractor.

**HEARDMONT PARK COMMUNITY SAFE ROOM PROJECT
LAND DISTURBING AND EROSION CONTROL**

SECTION 02950 – Page 3 of 3

3.2 TEMPORARY ACCESS ROAD AND STAGING AREA (All-weather)

- A. If required it shall be subsidiary to the project any access roads and staging areas. Access and staging will be all-weather surface maintained by site contractor. "All-weather" means site contractor is responsible for all maintenance resulting from roadway use by contractors as well as by acts of weather.
- B. All-weather material will consist of any material to prevent erosion and any type of sediment loss off site.
- C. Areas beyond limits of work shall be **protected and shall remain undisturbed.** **No trees or underbrush shall be disturbed or scarred.** All work shall be in accordance with plans, details, and specifications. No drainage way shall be polluted with oils or greases. Any damage to areas beyond limits of work damaged by Contractor shall be repaired to Owner's satisfaction at no cost to Owner.

END OF SECTION



SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$50,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____ by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and _____ (hereinafter called the CONTRACTOR). This agreement concerns: _____ as described in the noted attached plans index, specifications index, project issued addenda, and the contractor's bid (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the COUNTY is currently involved in the planned construction of the PROJECT as specified in design and bid specifications dated _____, which said design and bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein. (See also attached bid by CONTRACTOR on the _____) and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for the construction of the PROJECT; and

WHEREAS, the COUNTY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying plans and specifications in a good, competent, and workmanlike manner as requested and determined by the COUNTY and in strict compliance with the design and bid specifications for such PROJECT as referenced in other portions of this Contract.

The CONTRACTOR will supply to the COUNTY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the COUNTY.
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR will furnish to the COUNTY a performance bond equaling the total bid amount of the PROJECT payable to the COUNTY, which said bond shall be in form and substance as approved by the COUNTY. The CONTRACTOR shall also execute and furnish to the COUNTY a payment bond securing the CONTRACTOR'S obligation to pay for all labor, materials, or supplies for work done pursuant to this contract, which said payment bond shall be in an amount equal to fifty percent (50%) of the total contract price and shall be in form and substance as approved by the COUNTY. Said payment bond shall also provide bonded coverage to cover and to compensate for reasonable attorney fees incurred by a successful party in civil actions brought on the bond and ordered to be paid by a court of competent jurisdiction.
- D) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammond Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the COUNTY it will execute and file and take such action as is deemed by the COUNTY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this contract and will continue, uninterrupted, for a period of time not to exceed _____ (___) **working** days beginning after receiving Notice to Proceed from the COUNTY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Contract, at no expense to the COUNTY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The COUNTY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.
- (e) *Communications.* The representatives of the COUNTY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Manager,
Shelby County Department of Facilities and General Services
280 McDow Road
Columbiana, Alabama 35051
(205) 670-6461
Email: trey@shelbyal.com

(2) CONTRACTOR: _____

(f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the COUNTY. Work will be performed by the CONTRACTOR under the direct supervision of the representative of the COUNTY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the COUNTY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the COUNTY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the COUNTY. The decision of the COUNTY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

(g) Attachment A is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by COUNTY, the COUNTY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. The total amount to be paid under this section for services shall not exceed _____ (\$_____). Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by COUNTY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by COUNTY. If the amount due by COUNTY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from COUNTY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by COUNTY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to COUNTY's satisfaction. The CONTRACTOR, upon completion and

acceptance by COUNTY of the work, shall give notice of completion of PROJECT by advertising in the Shelby County Reporter. The advertisement must run four consecutive weeks. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the COUNTY, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY COUNTY TO FULFILL COUNTY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by COUNTY to fulfill its obligation under this contract are funds which are held by COUNTY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by COUNTY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until COUNTY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the COUNTY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the COUNTY, become its property. If the Contract is terminated by the COUNTY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Contract shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time

required by law or required by COUNTY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY for examination all of its records with respect to matters covered by this Contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the COUNTY.

(j) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the COUNTY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the COUNTY and the CONTRACTOR, and written authorization from the COUNTY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the COUNTY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the COUNTY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the COUNTY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the COUNTY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the COUNTY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

Section 11. Indemnification and Liability

The COUNTY shall not be liable for any injury to the person or property of any person, firm, or corporation resulting directly or indirectly from CONTRACTOR's performance of this Contract, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this Contract and for the performance of all work herein provided. The CONTRACTOR shall further indemnify the COUNTY and hold the COUNTY safe and harmless from any and all liability, lawsuits, judgments, attorney fees, and other costs incurred by the COUNTY in defending any claim or lawsuit made against the COUNTY by any person, firm, or corporation arising directly or indirectly out of any work performed by the CONTRACTOR pursuant hereto or any breach or alleged breach of duty or responsibility of the CONTRACTOR related thereto.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

SHELBY COUNTY

By: Chad Scroggins
County Manager

Date

ATTEST:

CONTRACTOR

By (print): _____

Title: _____

Date

ATTACHMENT "A"

- 1) Work must be coordinated with the COUNTY.
- 2) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's price bid dated _____, 2023 is hereby incorporated as a part of this Contract. Construction documents, including the Project Plans and Specifications, are included as part of this Contract.
- 5) By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 6) The CONTRACTOR shall procure and maintain public liability insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage in form and substance as approved by COUNTY. A "Certificate of Insurance" shall be furnished to COUNTY and shall specify that such insurance is not subject to cancellation without prior written notice to COUNTY of at least thirty (30) days. Please request the additional insured to read: Shelby County, its officers, agents, and employees, successors or assigns.
- 7) When required by law the CONTRACTOR shall also provide to COUNTY a Certificate or Proof of Workmen's Compensation Insurance in form and substance acceptable to COUNTY.
- 8) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by Shelby County and return the same to Shelby County. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as Shelby County may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to

perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Shelby County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by Shelby County. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Shelby County from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 9) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the 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 implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. 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.
- 10) If work being performed interferes with normal operations of the facility, the work shall be scheduled after hours as necessary.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employee any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

(Please Print) Name and Title of Signer

Signature Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three year period preceding this covered transaction been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and

- D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date _____, 2023. _

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

NOTICE OF AWARD

To: _____

Date: _____

Project: Heardmont Park Community
Safe Room Project

The OWNER has considered the BID submitted by you for the above described project in response to its Notice to Contractors dated _____.

You are hereby notified that your BID has been accepted for items in the amount of
\$_____.

You are required to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Shelby County
Owner

By _____
Chad Scroggins
Title: County Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the _____ day of _____, 2023.

Contractor

By _____

Title

| |
|--------------------------|
| NOTICE TO PROCEED |
|--------------------------|

To: _____ Date: _____

Project: Heardmont Park Community Safe Room Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____ and you are to complete the WORK within _____ WORKING days thereafter. The date of completion of all WORK is therefore approximately _____.

Shelby County, AL
Owner

By: Fred M. Gauntt, III, PE
Title: Manager, Facilities &
General Services

| |
|-----------------------------|
| ACCEPTANCE OF NOTICE |
|-----------------------------|

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this the _____ day of _____, 2023.

Contractor

By _____

Title

Sample Form Advertisement for Completion

FORM OF ADVERTISEMENT FOR COMPLETION

LEGAL NOTICE

In Accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____(Contractor), has completed the Contract for (Construction / Renovation / Alternation / Equipment / Improvement) of _____
(insert project name)

at _____
(insert location data in County or City)

for the Shelby County Alabama Commission _____,
Owner(s), and have made request for final settlement of said Contract. All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify:

Shelby County
Attention: Fred M. Gauntt, III
280 McDow Road
Columbiana, AL 35051

(Contractor)

(Business Address)

NOTE: This notice must be run once a week for four successive weeks for projects exceeding \$50,000.00 for project less than \$50,000.00, run one time only. Proof of publication is required.

Shelby County

Affidavit for Payment of Debts Incurred on Construction Projects

Project No. _____
County _____
Contractor _____
Description and Location of Project _____

This is to certify that all known debts for labor and materials used on the project and all approved sub-contractual obligations associated with the construction of Project _____, _____ County, have been paid or will be paid within five (5) days after final payment.

Sworn to this the _____ day of _____, _____.
(Month) (Year)

(Name)

(Title)

(Contractor)

Sworn to and subscribed before me on the _____ day of _____, _____.
(Month) (Year)

(Notary)

For _____ County _____ State

My commission expires _____
(Date)

TECHNICAL SPECIFICATIONS – HEARDMONT PARK COMMUNITY SAFE ROOM

This invitation to bid is for the purchase and installation of one above ground community storm shelter with a minimum capacity of 186 people stand/seating plus one water closet = 197 people total.

Upon satisfactory award of this bid, the recommended award amount shall remain in effect and the same bid award may be utilized by the Shelby County for a period of 12 (twelve) months should additional community storm shelters be added.

I. GENERAL

A. Scope of Work: Provide an above-ground, Quonset-style, pre-engineered, pre-manufactured ¼" steel plate storm shelter with a minimum capacity of 186 people stand/seating plus one water closet = 197 people total that meets or exceeds FEMA P- 361 guidelines:

1. Performance criteria for the shelter shall be built on the design criteria outlined in FEMA 361 Third Edition, latest edition, and the manuals and publications listed therein, and in *Minimum Design Loads for Buildings and Other Structures*, ASCE/SEI 7-05, latest edition.
2. FEMA P-361 and ASCE/SEI 7-05 present the information necessary for the computation of wind pressures and loads imposed by winds on the walls, roof, windows, and doors of a tornado shelter. The walls, ceiling, floor, foundation, and all connections joining these elements will be designed to resist the pressures and loads calculated from the design wind speed without localized element failure and without separating from one another.
3. The entire structure must resist failure from wind pressures and debris impacts. The structural elements and the building envelope must be designed to resist wind-induced loads as well as impacts from debris.

B Submittals

1. Product Data: Contractor will submit the following in accordance with the "Qualifications for Tornado Shelter Design" acceptance:
 - a. Manufacturer's specifications and other data needed to prove compliance with the specified requirements of FEMA P-361, ASCE;
 - b. A complete set of construction drawings signed and sealed by a registered Professional Engineer or Architect in the State of Alabama. Show drawings in sufficient detail of fabrication, installation, and anchorage;
 - c. Manufacturer's recommended installation procedures;
 - d. Layout of foundation and anchor bolt specifications;
 - e. Paint and coatings;
 - f. Ventilation, providing a minimum of 15 cubic feet per person per minute;
 - g. Door(s) and frame(s) must meet FEMA P-361 guidelines and be ADA compliant;
 - h. Photo of a completed shelter project similar to the one proposed herein.
 - i. Any documents required for permitting with local code official.

2. Definitions

- a. Building Width: Measured from outside to outside of sidewall frame
- b. Building Length: Measured from the outside to outside of end wall frame.
- c. Building Height: Measured from the intersection of the top of roof framing to the top of the concrete slab floor.

II. DESIGN REQUIREMENTS

- A. Design structural systems according to professional recognized methods and standards, and legally adopted building codes.
- B. The design of the proposed structure shall be completed by a Professional Engineer licensed in the State of Alabama.
- C. The approved design by the Professional Engineer shall include the foundation/floor slab design as well as the structure itself.

III. PERFORMANCE CRITERIA

A. Wind Pressure

- 1. Wind pressures should be determined using ASCE/SEI 7-05. Pressures for main wind force resisting system are to be used for the walls, ceiling, structural attachments, and foundation. Pressures for components and cladding are to be used for the door and other attachments on the exterior of the structure.
- 2. The wind velocity service load (V) for computation of wind pressures shall be a minimum of 250 mph (three-second peak gust).
- 3. The structure walls, ceiling and floor shall withstand design pressures such that no element shall separate from another. Separation shall constitute failure of the structure.
- 4. The entire structure shall resist failure from overturning, shear (side) and uplift pressures.
- 5. The Allowable Stress Design (ASD) method shall be used for structure design. Unfactored load combinations shall be used in accordance with ASCE 7-05 for allowable stress design. Other environmental loads, such as earthquake or flood loads, should not be added.
- 6. No importance factor should be added to the pressure calculations. Therefore, the importance factor used in the design computations shall equal one (1). The internal gust coefficient (GC_{Pi}) shall be for buildings with no opening.
- 7. The roof of the structure shall be able to resist wind pressures as determined in FEMA P-361 and ASCE/SEI 7-05.

B. Impact Resistance

- 1. Loads from windborne impact shall be considered. Design assumptions should be based upon a design wind speed of 250 MPH propelling a 15-MPH missile horizontally at 100-MPH. The design missile is a nominal 2x4 wood board, 12 feet long, weighing 15 pounds, striking the structure on end at 90° to the surface. The vertical missile design speed is 2/3 of the horizontal speed.

2. The walls and ceiling of the structure shall resist perforation by the design missile such that the missile does not puncture the inside most surface of the shelter. Only structure wall openings used for access shall be permitted. No windows, skylights, etc. will be allowed.
3. The design shall assess the threat of adjacent structure collapse to the proposed shelter. If an adjacent structure is deemed a liability, the loads imposed upon the proposed shelter due to adjacent structure collapse shall be considered an additional impact load.

C. Shelter Access

1. The proposed structure shall include a doorway with an Americans with Disabilities Act (ADA) compliant width of 32" minimum. All thresholds must be wheelchair accessible.
2. The structure access door(s) and frame(s) shall resist the design wind pressures for components and cladding and the missile impact loads of FEMA P-361. Materials for the construction of access doors must be tested and approved by the Texas Tech WISE Research Center for missile impacts. All door(s) must include sufficient points of connection to the frame to resist wind design pressure and impact loads.

D. Shelter Ventilation

1. The proposed structure shall include forced air ventilation. A protective shroud or cowl, meeting the requirements of FEMA P-361, shall protect any ventilation openings and have interior baffles to prevent debris intake. The ventilation system shall be capable of providing a minimum number of air changes for the structure's occupancy rating of 15 cubic feet per person. The ventilation system shall include interior louvers to prevent insects from entering when not in use.
2. All mechanical, electrical, etc. equipment providing this ventilation shall be protected to the same standard as the structure.

E. Shelter Lighting and Signage

1. Emergency lighting shall be provided.
2. A lighted "EXIT" sign shall be installed over each door.

F. Shelter Sanitation Facilities

1. The contractor shall provide and install appropriate sanitary facilities for each structure. Appropriate and separate partitions shall be provided for the sanitary facility within the shelter.
 - a. Two (2) sanitary/restroom facilities shall be provided for the structure, including one (1) ADA compliant facility.
2. The contractor shall provide service connections for sanitary and potable water, including rough-in, service laterals, clean-out(s), service connections at existing manhole(s), water fittings, valves, casing, backfill, bedding, testing and associated appurtenances in accordance with project drawing(s). Sanitary and potable water service connections shall be in accordance with the local Water and Sewer Board standard specifications, contained herein.
3. Sanitary facility plumbing fixtures shall include:
 - a. White vitreous china toilet and hand sink. Acceptable manufacturers include American Standard, Crane, Eljer, Kohler, Toto or approved equal.

- b. White plastic toilet seat with molded stainless-steel hinge and no visible metal parts. Acceptable manufacturers include Olsonite, Sperzel, Church, Beneke, Bemis, Toto or approved equal.
- c. Separate traps installed as close to each fixture as possible for each fixture requiring connection to the drainage system
- d. Copper or brass fixture connections (no steel).
- e. A stop valve in the water supply to each fixture in an accessible location
- f. Acceptable hand sink faucet manufacturers include T&S Brass, Speakman, Chicago, Symmons, Eljer, Delta, Toto or approved equal.

G. Electrical Components & Connections

- 1. The contractor shall provide breaker box mounting brackets, with a welded receptacle box for light and switch installation and mounting brackets for fluorescent & emergency lighting. The structure shall be grounded at multiple locations with copper wire and grounding rods to meet national and local electrical code requirements.
- 2. The Owner shall be responsible for coordinating the provision of electrical service and all required connections and appurtenances to the proposed structure. The Owner will coordinate with the appropriate electric utility service as required.

H. Emergency Generator

- 1. The contractor shall provide and install an emergency back-up generator (natural gas or propane) and automatic transfer switch.
- 2. The emergency back-up generator shall include:
 - a. Digital, LED controller
 - b. Automatic Transfer Switch
 - c. Steel, sound attenuated enclosure
 - d. External circuit breaker and control panel access
 - e. Flexible fuel connector
 - f. Capability for natural gas or propane operation
 - g. Minimum 3-year warranty
 - h. UL 2200 listed
 - i. Rated for winds up to 180MPH
- 3. The emergency back-up generator shall be located within twenty-five (25) feet of the proposed primary structure. The emergency back-up generator shall be Generac, Inc. PowerPact Model 6988 or an approved equal.
- 4. The Owner shall be responsible for coordinating the provision of natural gas or propane service and all required connections to the proposed generator. The Owner will coordinate with the appropriate utility service as required.

I. Foundation

1. The contractor shall provide a monolithic concrete slab/foundation system and reinforcement. The slab/foundation is to be designed as a part of the tornado shelter by the manufacturer's structural engineer and shall include a vapor barrier. The Contractor shall form and finish concrete.

J. Consideration of Americans with Disabilities (ADA) Access

1. The needs of disabled persons shall be accommodated, and the appropriate access for such persons must be provided in accordance with applicable provisions of the Americans with Disabilities Act (ADA). Doors, aisles, and restroom fixtures and accessories shall be handicap accessible.

K. Submittals

1. Design Data: Provide detailed Design Criteria and Guidelines. Design shall be certified by a Professional Engineer who is licensed in the State of Alabama;
2. Certification: Manufacturer certification that the building conforms to the contract documents and manufacturer's standard design processes;
3. Shop Drawings: Show building layout, primary and secondary framing member sizes and location, cross section, and product and connection details;
4. Product Data: Information on manufactured products to be incorporated into the project;
5. Color: White
6. Anchor Bolt Drawings: Layouts with bold diameters'
7. Anchor Rod System (bolt pull test) Data: Testing data by an independent laboratory on pull strength of anchor bolts in foundation.
8. Emergency Back-Up Generator Housing: If a generator is used, the housing shall be designed and manufactured using like materials as the proposed structure and its design shall be certified by a Professional Engineer who is licensed in the State of Alabama.

IV. PRODUCT SPECIFICATIONS

- A. The tornado shelter shall be an above ground, minimum ¼" steel plate constructed shelter with a minimum capacity of 186 people stand/seating plus one water closet = 197 people total.

1. For purposed of this project the tornado shelter shall consist of a steel enclosure that is permanently attached to a concrete slab/foundation and sealed with a water-resistant gasket material. The slab/foundation system and its reinforcement are to be designed as a part of the tornado shelter by the manufacturer's structural engineer.
2. The contractor shall be responsible for the preparation of subgrade as required to accommodate the foundation system and set the floor elevation of the tornado shelter as indicated or required to provide wheelchair access and positive drainage away from the tornado shelter.

B. Site Location and Preparation

1. The proposed structure shall be located at Heardmont Park – 5258 Cahaba Valley Road, Birmingham, AL 35242. See Figure 1 for approximate shelter location.

C. Materials

1. Select materials and material yield strength based upon building design requirements.
2. Shop coat: Sand blasted, primed and painted white inside and outside.
3. Waterproof as required with a detail showing how water will be prevented from entering the tornado shelter.

D. Framing

1. Primary Framing: Welded steel frame as required to meet design criteria.
2. The frame shall be anchored to a cast-in-place monolithic slab/foundation that is reinforced as required by the manufacturer's design engineer.

E. Roof and Wall Panels

1. Steel walls, roof panels, doors and ventilation guards shall be constructed of ¼" thick steel materials, which have been tested and passed by the Texas Tech WISE Research Center, to meet the design criteria.
2. Panel construction shall form a weather tight barrier and shall be attached to the primary framework as required by the design engineer.

F. Doors

1. The door(s) shall be lockable for security.
2. The door(s) shall be operable so that they meet ADA standards.
3. The door(s) shall open, close, and lock in accordance with FEMA P-361 guidelines.

G. Sanitary Facility

1. Sanitary service line shall be 6" minimum Schedule 40 PVC.
2. Potable water service line shall be cross-linked polyethylene (PEX) pipe meeting the requirements of AWWA C904.
3. Fittings on PEX water service lines shall use Q-nut fittings. Push-on, "gator bite" or "shark bite" fittings are not allowed.
5. Cut-off ball valves shall be Nibco, Apollo or approved equal.
4. Valve boxes are required at all valves and shall be cast iron. PVC valve boxes are not allowed.

EXECUTION

C. Examination

1. The contractor shall verify the proposed structure size accommodates the number of occupants stated.
2. The contractor shall verify the foundation complies with the design criteria and is correctly installed.
3. The contractor shall verify the anchor system plates and bolts/rods have been tested and are the indicated size and installed as specified on the anchoring system shop drawings.

D. Erection & Installation

1. The contractor shall erect or install the building system in accordance with the manufacturer's instructions, engineer's drawings, and other documents.
2. The contractor shall supply professional crane services for off-loading and placing the structure.
3. The contractor shall verify the entire building system works as required by the engineer's recommendations and specifications.

SHELBY COUNTY COMMISSION HEARDMONT PARK COMMUNITY SAFE ROOM SITE PLAN

Project Site Center
33.3652 N
-86.7198 W

Northeast Corner
33.3652 N
-86.7197 W

Northwest Corner
33.3652 N
-86.7199 W

Southeast Corner
33.3652 N
-86.7197 W

Southwest Corner
33.3651 N
-86.7199 W

CAHABA VALLEY RD

119



0 50
Feet

1 Inch = 50 Feet

Legend

- Storm Shelter Site (proposed)
- Building Corner
- Building Outline (26' x 60') (proposed)
- Park Boundary