



PROJECT MANUAL

for

SHELBY COUNTY

METER CHANGEOUT

Shelby County
Westover, Alabama

August 17, 2025

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ARTICLE 1 DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

CONTRACT: The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or

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entities.

DEFECTIVE WORK: The term “Defective Work” shall apply to: **(1)** any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, **(2)** in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, **(3)** substitutions and deviations not properly submitted and approved or otherwise authorized, **(4)** temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and **(5)** materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

NOTICE TO PROCEED: A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.

OWNER: The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.

THE PROJECT: The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.

PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.

SPECIFICATIONS: The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

SUBCONTRACTOR: A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.

THE WORK: The Work is the construction and services required by the Contract Documents and includes all labor, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and

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complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

COMPLEMENTARY DOCUMENTS

The Contract Documents are complementary. If work is required by one Contract Document, the Contractor shall perform the work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

ORDER of PRECEDENCE

Should any discrepancy arise between the various elements of the Contract Documents, Precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph Titled INTENT:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.

INTERPRETATION

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph Titled INTENT. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

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(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Owner for written interpretation, explanation, or clarification.

SEVERABILITY

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

**ARTICLE 3
CONTRACTOR'S REPRESENTATIONS**

By executing the Construction Contract the Contractor represents to the Owner:

A. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.

B. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

**ARTICLE 4
SUPERVISION, SUPERINTENDENT, and EMPLOYEES**

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term "Construction Methods" means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B.SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall: **(a)** have full authority to receive instructions from the Owner and to act on those instructions and **(b)** be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Owner in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner's review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 5

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

B. If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner as a written request for information that includes a detailed statement identifying the specific Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

(1) The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Owner of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

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(2) The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Owner, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.

C. If the Contractor considers the Owner's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures prescribed herein.

D. If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges for the additional services required to review, research, and respond to such requests for information.

**ARTICLE 6
SUBMITTALS**

A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Owner for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Owner without action.

B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Owner without action.

C. The Contractor shall prepare and deliver its submittals to the Owner sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Owner.

D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:

- (1)** found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
- (2)** determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other

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relevant Submittals and with the Contractor's intended Construction Methods.

E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Owner.

F. OWNER'S REVIEW and APPROVAL

(1) The Owner will review the Contractor's Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Owner shall advise the Contractor of any errors or omissions which the Owner may detect during this review. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Owner will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Owner will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Owner in writing in accordance with Article, Claims for Extra Cost or Extra Work.

G. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

**ARTICLE 7
PROGRESS SCHEDULE**

A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Owner for review and approval a practicable construction schedule informing the Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Owner's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Owner has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

B. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Owner, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any

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agreed extensions of the Contract Time or as required by conditions of the Work.

C. The Contractor's construction schedule shall be used by the Contractor and Owner to determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Owner, the Contractor is not taking sufficient steps to regain schedule, the Owner may issue a Contractor a Notice to Cure. In such a Notice to Cure the Owner may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 8

SAFETY and PROTECTION of PERSONS and PROPERTY

A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner's employees have been tasked to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

B. The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:

(1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;

(2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and

(3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.

C. The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.

D. The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

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E. The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

F. If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.

G. The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.

H. The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an Emergency.

I. The duty of the Owner to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

**ARTICLE 9
INSPECTION of the WORK**

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work. Neither the presence nor absence of inspections by the Owner shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Owner shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

**ARTICLE 10
CORRECTION of DEFECTIVE WORK**

- A.** The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Owner or which otherwise becomes known to the Contractor.
- B.** Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner.
- C.** The Contractor shall bear all expenses related to the correction of Defective Work.

**ARTICLE 11
CHANGES in the WORK**

A. GENERAL

- (1)** The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work.
- (2)** If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Owner and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.
- (3)** In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute.
- (4)** Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.
- (5)** Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Owner in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Owner will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Owner a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Owner will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Owner may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

- (a) determine with the Contractor a sufficient maximum amount to be authorized for the change and
- (b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 12

CLAIMS for EXTRA COST or EXTRA WORK

A. If the Contractor considers any instructions by the Owner to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Owner written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.

B. The Contractor's notification pursuant to Paragraph 17A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.

C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 17.A.

D. Within ten days of receipt of a notice pursuant to Paragraph 17.A, the Owner will respond in writing to the Contractor, stating one of the following:

- (1) The cited instruction is rescinded.
- (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures for Changes in the Work.
- (3) The cited instruction is reconfirmed, is not considered by the Owner to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

E. If the Owner's response to the Contractor is as in Paragraph 17.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Owner's response, notify the Owner in writing that the Contractor intends to submit a claim pursuant to, Resolution of Claims and Disputes.

ARTICLE 13

CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**ARTICLE 14
DELAYS**

A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Owner of the cause of the delay and its probable effect on progress of the entire Work.

B. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;

(1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,

(2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Owner written notice of the delay that occurred during that month and its probable effect on progress of the Work, and

(3) within a reasonable time after giving notice of the delay, the Contractor provides the Owner with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.

C. Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Owner and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.

D. The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article.

**ARTICLE 15
OWNER'S RIGHT to CORRECT DEFECTIVE WORK**

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy by the Owner, the Owner may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Owner with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

**ARTICLE 16
PROGRESS PAYMENTS**

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor and approved by the Owner.

B. APPLICATIONS for PAYMENTS

(1) Each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period.

(2) The Contractor's estimate of the value of Work performed must represent such reasonableness as to warrant certification by the Owner in accordance with Article 23. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each monthly Application for Payment shall be submitted to the Owner on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 23 and delivered to the Owner.

C. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

D. CONTRACTOR'S CERTIFICATION

(1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.

(2) By making this certification the Contractor represents to the Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

E. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

**ARTICLE 17
CERTIFICATION and APPROVALS for PAYMENT**

A. The Owner's review, approval, and certification of Applications for Payment shall be based on the Owner's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Owner shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work to verify the accuracy of amounts requested by the Contractor, but the Owner shall have the authority to adjust the Contractor's estimate when, in the Owner's reasonable opinion, such estimates are overstated or understated.

B. Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Owner will take one of the following actions:

(1) The Owner will approve and certify the Application for payment.

(2) If the Owner takes exception to any amounts claimed by the Contractor and the Contractor and Owner cannot agree on revised amounts, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner has determined is correct, and notify the Contractor of the Owner's discrepancies.

C. The Owner's resulting progress payment shall be a representation to the Contractor that the

Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.

D. The Owner shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Owner may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 18 SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor and Owner.

B. The Contractor shall notify the Owner in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.

C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Owner will advise the Contractor in writing of any conditions of the Work which the Owner is aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Owner will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Owner may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Owner will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor and Owner.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

(a) the Work, or designated portion of the Work, is accepted by the Owner as being ready for occupancy,

(b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall

commence on the date of their Final Acceptance) , and

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the “punch list” accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 19 FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Owner, of all documentary requirements of the Contract Documents; such as delivery of “as-built” documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Owner.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Consent of Surety, if any, to Final Payment to Contractor.
- (7) Delivery by the Contractor to the Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

B. FINAL ACCEPTANCE of the WORK

“Final Acceptance of the Work” shall be achieved when all “punch list” items recorded with the Certificate(s) of Substantial Completion are accounted for by their completion or correction by the Contractor and acceptance by the Owner

C. ADVERTISEMENT for COMPLETION

The CONTRACTOR immediately after the completion of the contract shall give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

- (a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- (b) failure of the Work to comply with the requirements of the Contract Documents;
- (c) terms of warranties or indemnities required by the Contract Documents, or
- (d) latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by

Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

**ARTICLE 20
CONTRACTOR'S WARRANTY**

A. GENERAL WARRANTY

The Contractor warrants to the Owner that all materials and equipment installed under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s).

The subsequent delivery of the Owner's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

ARTICLE 21

CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

(1) **RESPONSIBILITY.** The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) **INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified selfinsureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) **NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) **INSURANCE CERTIFICATES.** The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract.

The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies

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- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A selfinsurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
.1 General Aggregate	\$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

- .1 The policy shall name the Owner, and their agents, consultants, and employees as additional insureds.
- .2 The policy must be on an "occurrence" basis.

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) ENFORCEMENT RESPONSIBILITY. The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(2) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, Owner's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builder's risk insurance or other property insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Owner, Owner's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

ARTICLE 22

PERFORMANCE and PAYMENT BONDS

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is

qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official. The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Owner or whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided.

**ARTICLE 23
ASSIGNMENT**

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

**ARTICLE 24
SUBCONTRACTS**

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Owner, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Owner, to resolve disputes between or among the Contractor or its Subcontractors

and suppliers or any other duty to such Subcontractors or suppliers.

**ARTICLE 25
IN-PROGRESS and FINAL CLEANUP**

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Owner to clean-up the premises within a specified time, the Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor

**ARTICLE 26
LIQUIDATED DAMAGES**

A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.

B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.

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C. The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

END OF SECTION

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**SPECIAL PROVISIONS
FOR
STARTING AND COMPLETION TIME
AND LIQUIDATING DAMAGES**

1.0 STARTING AND COMPLETION TIME

Work specified under this contract shall begin on the date specified in the Notice to Proceed. The completion of the work shall be counted from the specified start date in the Notice to Proceed and will be as follows:

240 Calendar days to complete 50% of the meter changeouts

365 Calendar days to complete Project in its entirety

Requests for extension of time will be submitted to the Owner along with the Contractor's periodic estimate. The Owner shall ascertain the facts and the extent of the delay and shall recommend to the Owner whether it should extend the time for completing the Project. The Contractor shall provide all documentation requested by the Engineer. Extensions of time, if any, will be made by the Owner only if in accordance with the Contract Documents.

For change orders requesting extensions of time due to rain, wind, flood or other natural phenomenon, the Contractor's written request must be accompanied, at the Owner's request, by a detailed report of weather at this site for the last ten (10) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are made as herein specified, which in the opinion of the Owner will require additional time for execution of any work under the contract, then in that case, the time of the completion of the Project may be extended through change order. No extensions of time shall be given for any minor changes, alterations or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time.

2.0 LIQUIDATING DAMAGE CHARGE

Beginning with the first periodic estimate after the contract completion date, liquidating damage charges may be assessed by the Owner against the Contractor for each calendar day past any of the milestone completion dates listed above, plus approved time extensions. The liquidating damage charges shall be deducted from the Contractor's periodic payment by the Owner. The Contractor shall be notified of the liquidating damage charge and shall have ten (10) days in which to file an appeal of the charges with the Owner. The Owner shall review the appeals and render a decision of approval or disapproval. The liquidated damages shall be as

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follows beginning from the stated or extended date of completion and continuing for so long as the Project to include any of the milestones listed above remains incomplete.

\$100 per calendar day

Should the Owner not deduct liquidated damages when it is first entitled to, this shall in no way limit the Owner's right to deduct or claim the entire liquidated damages at whatsoever time the Owner may desire. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the Owner shall not constitute an election or waiver by the Owner of recovery of additional delay or non-delay related damages from the Contractor, and the Owner expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the Owner. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INVITATION TO BID

SECTION 000200 – Page 1 of 3

August 17, 2025

STATE OF ALABAMA
COUNTY OF SHELBY

INVITATION TO BID

Sealed Bids for the **Shelby County Water Services Meter Changeout Project** will be **opened and read** in the Work Session Conference Room, Shelby County Administration Building, 200 West College Street room 125, Columbiana, AL 35051 **at 2:00 p.m.** central standard time on Tuesday, **September 9, 2025**. The Shelby County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof. Direct all design questions to Shane Lovett, P.E. Chief Civil Engineer – Water Services, at 205/670-6540.

General Information

Provide labor, tools and equipment for installation of meters, replacement of inoperable components and damaged meter boxes, and providing information for activating on the Automatic Meter Reading (AMR) System.

The project shall be **entirely completed within one (1) calendar year** of an awarded contract and written Notice to Proceed. All interested bidders may obtain copies of the Bid Documents from the Shelby County E-Bid Portal (www.ebid.shelbyal.com).

A certified check or bid bond for the lesser of five percent (5%) of bid or \$10,000 made payable to the Shelby County Commission must accompany each bid as evidence of good faith. The bidder's proposal must be submitted on a complete original proposal available as provided above. Bidders are required to be licensed in accordance with State law. The right to reject any or all bids is reserved.

Bidders must submit prequalification information in accordance with the requirements stated in Section 00250 of the Bid Documents. Prequalification information is to be submitted no later than **4:30 p.m. on September 2, 2025**.

There will be no pre-bid meeting for this project. Requests for information will be accepted from bidders until Friday, September 5, 2025 at 2:00 PM. Bidders with questions may contact the Project Manager, Shane Lovett, PE at (205) 670-6540 or slovett@shelbyal.com.

Plans and proposals will be available at the Shelby County Water Services Building located at 10927 US HWY 280 Sterrett, AL 35147 (8am-4pm, Mon.-Fri.) or Shelby County's E-Bid portal (<https://ebid.shelbyal.com>) beginning 10:00 AM Monday, August 18, 2025.

All bidders **must** use our form for submitting their bid. All bids must be sealed and marked in the lower left-hand **"BID- SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT,"** with opening date and time. **All bids should be sent to: County Manager, Shelby County Commission, 200 West College Street, Room 123, Columbiana, AL 35051.** Late bids will not be opened. Bids will not include any Local, County, or State sales tax. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INVITATION TO BID

SECTION 000200 – Page 2 of 3

If contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file and the Commission Minutes.

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.

The attention of non-resident bidders is called to the provisions of Alabama Law, Section 39-3-5, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over non-resident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor, and to the requirements that the bid documents tendered by any non-resident contractor must be accompanied by "a written opinion of an attorney-at-law licensed to practice law in such non-resident contractor's state of domicile as to the preference, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts."

Insurance and Licensing Requirements

This contract shall not be executed by the County Manager until the successful bidder has supplied the following information in a timely manner, as outlined in the attached contract specifications:

- A. Section 84 State/County privilege license and all other required license(s).
- B. Proof of Insurance containing additional coverage for the Shelby County Commission, its successors, or assigns.

Disqualification of Bids

Bids may be disqualified before awarding of the contract for any of the following:

- A. Failure to mark envelope as required;
- B. Failure to sign or notarize the bid document;
- C. Failure to include requested information or other details of the bid; or
- D. Failure to include the Bid Bond.

Method of Award

The award will be made to the lowest responsive bidder meeting specifications on the Base Bid. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with the specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission. Upon the awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

REQUIREMENTS FOR BIDDERS

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INVITATION TO BID

SECTION 000200 – Page 3 of 3

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.



Phillip Crunk, PE
Manager, Water Services
Shelby County, Alabama

END OF SECTION

1.01 SECURITY DOCUMENTS

Bidders may obtain Bid Documents from the Shelby County Water Services Building 10927 US HWY 280 Sterrett, AL 35147 (8am-4pm, Mon.-Fri.) or Shelby County Online E-Bids System (ebid.shelbyal.com). Addendums and answers to questions will be sent through this system as well. Bidders are also encouraged to notify Shane Lovett, P.E. (slovett@shelbyal.com) that they are planning on bidding on the project to help ensure additional documents get sent to all Bidders.

1.02 PREQUALIFICATION

- A. Bidders must submit prequalification information in accordance with the requirements stated in Section 00250 of the Bid Documents.
- B. Bidder shall be notified of the results in writing.

1.03 BID FORM

- A. In order to receive consideration, make all bids in strict accordance with the following:
 - 1. Make bids upon the forms provided in Section 00300, properly executed and with all items filled out.
 - 2. Do not change the wording of the Proposal Form, and do not alter the Proposal Form. **Bids shall be submitted in triplicate.**
 - 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 County Manager, Shelby County Commission, 200 West College Street, Room 123, Columbiana, AL, on or before the day and hour set for receiving bids. **Bids shall be submitted in triplicate.**

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INSTRUCTIONS TO BIDDERS

SECTION 000201 – Page 2 of 7

8. Each bid shall be enclosed in a sealed envelope bearing the title of the Work, the name of the Bidder and address, 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.

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.

1.04 BONDS

A. BID BONDS

1. A Certified Check or Bid Bond for the lesser of five percent (5%) of the proposed Contract 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 standard AIA forms.
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.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INSTRUCTIONS TO BIDDERS

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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.

1.05 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 and read the Bid Documents, read the Bid Documents, and visit the site of the Work. Bidders will need to coordinate with Owner to get access to the site.**
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 Shane Lovett, P.E. (slovett@shelbyal.com) interpretation thereof not later than **September 5, 2025 by 2:00 p.m.**
 - a) The person submitting the request shall be responsible for its prompt delivery. If a confirmation of receipt is not received within one (1) day of email being sent, Bidder shall contact Shane Lovett, P.E. (205/670-6540) to determine if email was received.
 - b) Interpretation or correction of proposed Bid Documents will be made only by Addendum and will be emailed to each bidder of record. Each Addendum will have a location for acknowledgement of receipt and understanding of its contents.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INSTRUCTIONS TO BIDDERS

SECTION 000201 – Page 4 of 7

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.

1.06 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**, subject to the Owner's right to reject any or all Bids and waive informality and irregularity in the Bids and in the bidding.

C. Proof of Competency of Bidder

1. 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. Successful Bidder shall submit a list of subcontractors to be employed on the project within 24 hours of bid time.

1.07 EXECUTION OF AGREEMENT

A. Public Works Contract.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

INSTRUCTIONS TO BIDDERS

SECTION 000201 – Page 5 of 7

- 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.
- 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.

1.08 CONTRACT TIMES

- A. Contractor agrees that the work will be substantially complete within **365** calendars days of 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 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. 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.
- 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.

1.09 LIQUIDATED DAMAGES

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

1.10 COORDINATION

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

END OF SECTION

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

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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.

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".

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ADVERTISEMENT OF COMPLETION:

Immediately after completion of the Contract, the Contractor shall publish an Advertisement of Completion in a newspaper of general circulation in Shelby County, Alabama, 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 Section 00200

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 1 of 11

Bids shall be submitted in triplicate.

DATE: September 9, 2025
2:00 p.m. Local Time

TO: Mr. Chad Scroggins
Shelby County Commission
200 West College Street, Room 123
Columbiana, AL 35051

Bidding Contractor

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

Shelby County Water Services Meter Changeout Project
Shelby County Water Services
Columbiana, Alabama

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Bid Documents and with local conditions affecting the performance and costs of the **BASE BID** 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 Bid Documents, including furnishing any and all labor and materials, and to do all work required to construct and complete said **BASE BID** Work in accordance with the Bid Documents, for the following sum of money:

\$ _____

2. I understand that the Owner 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. The period for acceptance of bid may be extended by mutual agreement between Bidder and Owner.
3. 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. The Bidder also acknowledges and agrees to the Owner's right to assess liquidated damages as specified.
4. 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 Bid Documents to the Owner in accordance with this Bid as accepted, and will also furnish and

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 2 of 11

deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within ten (10) days after personal delivery or any deposit in the mails of the notification of acceptance of this Bid.

5. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 6 below.

6. 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.)

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 3 of 11

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: _____

SIGNED BY: _____ TITLE: _____

PRINTED NAME: _____

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 **“LUMP SUM BID”**. The Bidder agrees to perform all necessary work described in the **CONTRACT DOCUMENTS** for the project, constituted by the **LUMP SUM BID**.

Sworn to and Subscribed before me
This the _____ day of _____, 2024

Notary Public
My Commission Expires _____

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 4 of 11

BASIS OF BID

For unit price items, the quantities shown in the “Items of Work” reflect estimates. The actual quantities will be adjusted during construction to reflect the conditions encountered, or other changes, or Owner preferences. Inasmuch as the actual quantities may vary considerably from the quantities listed in the schedule or shown on the drawings, the bidders shall insert prices that represent his actual costs. The Contractor shall not be paid an amount higher than he bids.

The cost of all work required for the project shall be included in the “Items of Work” listed for the project.

THE OWNER WILL PROVIDE THE CONTRACTOR WITH ALL MATERIAL FOR COMPLETING THIS PROJECT. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING MATERIAL TO REPAIR DAMAGE RESULTING FROM WORK BY EMPLOYEES OF THE CONTRACTOR. Meters will be ¾” and 1” Sensus iPerl and Sensus Ally meters and 2” Sensus CordoneL meters. Endpoints will be Sensus SmartPoint 520M Single Port. The Contract Unit or Lump Sum Bid Amounts shall be payment in full for furnishing labor, tools, and equipment necessary to complete each portion of the project in complete accordance with the requirements of the Plans and Specification-Contractual Documents. The Contract Bid Amounts shall include the cost of completing all work described under each bid item description and all necessary incidental work not included or listed as a separate bid item. Incidental work may include, but not be limited to, all necessary excavation (earth or rock), backfilling (earth or stone), demolition, sheeting, shoring, piling, bracing, dewatering, clearing, grubbing, erosion control, locating all utilities and existing piping, repairing or replacing damaged facilities, restoration, grassing, disposal of excess materials, traffic/pedestrian control in accordance with the regulations of all authorities or agencies having jurisdiction over the work areas, permit compliance, and all other miscellaneous tasks necessary to fully complete the projects, etc. The quantities actually required may be significantly more or less than the quantities shown. **The Contractor will be paid for only the quantities actually and properly provided and installed, and approved for payment. The Contractor shall be paid only the price he bids for each item regardless of the conditions encountered, the quantity actually required, or the unit price.**

ITEMS 1,2, AND 3 – METER REPLACEMENT, VARIOUS SIZES

The Contract Unit Price Bid per each shall be payment in full for installing a complete meter assembly including a smart transmitter/endpoint. This item shall include removal of the existing meter and replacing it with the same sized AMR meter and transmitter. Work to be performed includes excavating around existing meter box as required, removing old meter, replacing meter washers, setting new meter and transmitter, establishing GPS coordinates, data management, providing owner with necessary information for integration into the Owner’s metering and billing software, restoration of landscaping, and other items as necessary for a complete and fully functional meter set. The vast majority of ¾” and 1” meters will be Sensus iPerl meters. Owner will determine the location where Sensus Ally meters will be installed. Two inch meters will be Sensus CordoneLs.

For ¾” and 1” meter installs, this line item also includes a installing a complete meter assembly into an existing smart transmitter/endpoint that will remain. This portion of the work will include removal of the existing meter and installing the same sized AMR meter. The existing transmitter is to remain. Work to be performed includes excavating around existing meter box as required, removing old meter, replacing meter washers, setting new meter and connecting to existing transmitter, deactivating the transmitter from the old meter and reactivating to the new meter.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 5 of 11

establishing GPS coordinates, data management, providing owner with necessary information for integration into the Owner's metering and billing software, restoration of landscaping, and other items as necessary for a complete and fully functional meter set.

Of the 13,750 meter changeouts called out under line items 1 and 2 of the bid schedule, approximately 1,200 will have meter changeouts where the existing smart transmitter/endpoint will remain. All other changeouts will require new meters and smart transmitter/endpoints.

Removed meters shall become possession of the Contractor for scrapping purposes.

ITEM 4 – DRILLING OF METER BOX LID FOR ENDPOINT

For existing and new meter box lids that do not have a hole for endpoint/transmitter installation, the contractor will be responsible for neatly drilling the existing meter box lid and installing "through the lid" smart endpoint. Meter box lids are constructed of plastic.

ITEM 5 AND 6 – METER BOX REPLACEMENT

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, and all incidentals necessary and required for full meter box replacement as determined on a case by case by the Owner. Contractor shall be responsible for disposing of old meter boxes at the time the work is completed unless Owner determines that the meter box should be returned. Meter boxes for $\frac{3}{4}$ " and 1" meters will be 18"x24" in size. Meter boxes for 2" meters will be 24" x 36" in size.

ITEMS 7, 8, AND 9 – BACKFLOW PREVENTER REPLACEMENT, VARIOUS SIZES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, and all incidentals necessary and required for locating and replacing existing backflow preventer where required. This line item will include connection to the system side and the customer side of the existing service line. In general, a backflow preventer shall be replaced if it is determined to not be functional or if a backflow preventer does not currently exist. This item shall include, but not be limited to, earth and rock excavation, backfill, dewatering, compaction of ditches, cleanup, grassing and/or landscaping restored in-kind, removal and disposal of excess materials, and replacing any property damaged.

ITEMS 10, 11 AND 12 – CURB STOP REPLACEMENT, VARIOUS SIZES

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, and all incidentals necessary and required for replacing existing curb stop where required. In general, a curb stop shall be replaced if the existing curb stop is non-functional or does not currently exist. This item shall include, but not be limited to, earth and rock excavation, backfill, dewatering, compaction of ditches, cleanup, grassing and/or landscaping restored in-kind, removal and disposal of excess materials, and replacing any property damaged.

ITEMS 13, 14, AND 15 – PRV REPLACEMENT, VARIOUS SIZES

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 6 of 11

The Contract Unit Price Bid per each shall be payment in full for the furnishing of all labor, machinery, equipment, and all incidentals necessary and required for replacing an existing pressure reducing valve (PRV) where required. This line item will include connection to the system side and the customer side of the existing service line. In general, a pressure reducing valve shall be replaced if it is non-functional as determined by the Owner. This item shall include, but not be limited to, earth and rock excavation, backfill, dewatering, compaction of ditches, cleanup, grassing and/or landscaping restored in-kind, removal and disposal of excess materials, and replacing any property damaged.

ITEM 16 – OWNER DIRECTED ALLOWANCE

The Contract Lump Sum Price Bid shall represent an allowance for additional work to be made throughout the distribution system as selected and determined by the Owner during construction. Additional work selected by the Owner shall be paid out for the applicable unit price bid item. Repairs not covered under an established bid item shall only be made after written authorization is provided from the Owner.

ITEMS 17 – START-UP, TESTING, CLEANUP AND USE OF WATER SYSTEM IMPROVEMENTS

The Contract Lump Sum Price Bid shall be paid for furnishing the Owner an operable and completed project that has successfully passed all tests and been approved by all authorities for use by the Owner as intended and is put into service. The price in this item represents an allowance that is established by the Owner and used by all Contractors bidding the project. The amount of money written in this item will be paid to the Contractor when the project is approved for service by the Owner and all authorities and/or the project is in service and all cleanup is completed. Since all are an integral part of the entire water project needed by the Owner, partial payment will not be allowed on this item.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT**PROPOSAL FORM AND SAMPLE BID BOND****SECTION 000300 – Page 7 of 11**

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

Note:

The Owner has Sales and Use Tax Exemption status under Alabama law. BIDS shall include only those taxes which are applicable based on this tax exemption status. See Special Provisions for “Application For Tax Certificate of Exemption”.

ITEMS OF WORK
BID SCHEDULE

BASE BID

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	7,150	Each	5/8” x 3/4” Meter Replacement	\$	\$
2	6,600	Each	1” Meter Replacement	\$	\$
3	220	Each	2” Meter Replacement	\$	\$
4	20	Each	Drilling of Meter Box Lid for Endpoint	\$	\$
5	1,000	Each	Standard Meter Box Replacement for 3/4” and 1” meters	\$	\$
6	10	Each	Standard Meter Box Replacement for 2” meters	\$	\$
7	6,600	Each	3/4” Backflow Preventer Replacement	\$	\$
8	4,786	Each	1” Backflow Preventer Replacement	\$	\$

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT**PROPOSAL FORM AND SAMPLE BID BOND****SECTION 000300 – Page 8 of 11**

ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9	1	Each	2" Backflow Preventer Replacement	\$ _____	\$ _____
10	100	Each	3/4" Curb Stop Replacement	\$ _____	\$ _____
11	50	Each	1" Curb Stop Replacement	\$ _____	\$ _____
12	1	Each	2" Curb Stop Replacement	\$ _____	\$ _____
13	100	Each	3/4" PRV Replacement	\$ _____	\$ _____
14	100	Each	1" PRV Replacement	\$ _____	\$ _____
15	5	Each	2" PRV Replacement	\$ _____	\$ _____
16	1	Each	Owner Directed Allowance	\$ 50,000	\$ 50,000
17	1	Lump Sum	Start-Up, Testing, Clean-up, and Use of Water Improvements	\$ _____	\$ _____

TOTAL OF BASE BID

\$ _____

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 9 of 11

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____.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 10 of 11

Page 2 of 2
Revised 4/95

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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

PROPOSAL FORM AND SAMPLE BID BOND

SECTION 000300 – Page 11 of 11

End of Section

Part 1 – General

Project Description:

Contractor shall provide all labor, equipment, and tools for the project. The work shall comply with the following specifications; see attached exhibits.

Requirements for Contractor:

Contractor and contractors on site staff shall have experience in the construction of similar projects. Contractor shall provide documentation satisfactory to Owner of compliance with these experience requirements and that contractor's operator is competent to construct the proposed project.

Construction Timeframe:

Project to be complete within 365 working days from date of indicated on the notice to proceed.

Construction Scope and Site Conditions:

Operator(s) to construct the project per the project specifications and layout.

Contractor is expected to execute a Public Works Contract, Bonds and provide other required documents as required by the contract and Local and State laws.
(Sample Attached)

Building permit and other permits required are the responsibility of the Contractor.

END OF SECTION

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
PROJECT NOTES**

SECTION 001020 – Page 1 of 1

1. The successful bidder, upon notification by the Owner, 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 Owner shall issue a "Notice to Proceed" to the successful bidder.
3. Upon failure of the Contractor to complete the contract work within three hundred sixty-five (365) working days, the Contractor shall be assessed liquidated damages of the amount specified of \$100 per day.
4. 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.
5. The Contractor will be responsible for any and all aspects of job safety. The Owner will not supervise or inspect any safety feature.
6. The Owner reserves the right to omit and self-perform any individual item of work partially or in whole.
7. Proof of Competency of Bidder – At the time of bid, bidder must furnish a list of previous 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 Owner may request any bidder 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. Successful Bidder shall submit a list of subcontractors to be employed on the project.
8. After completion of meter changeout, the contractor is responsible for restoring property to its original condition.

END OF SECTION

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. Lump Sum and 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 LUMP SUM PRICE SCHEDULE

- A. General:
 - a. It is recognized that this project is a lump sum bid as listed in the Bid Form, and that the Owner- Contractor Agreement records acceptance or rejection of the bid price, either as bid or as otherwise agreed upon by the date of the Agreement.
 - b. It is recognized that the utilization of the lump sum price contain total costs as defined therein, and include each entity's total cost to include margins for overhead and profit.

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.
 - 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.

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
COST REPORTING AND PAYMENTS**

SECTION 001025 – Page 2 of 2

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.

Part 2 – Products

Not Used

Part 3 –Execution

Not Used

END OF SECTION

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
CHANGE ORDER PROCEDURES**

SECTION 001028 – 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 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. 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.
- C. 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.
- D. Owner will designate in writing the person who is authorized to execute Change Orders.

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
CHANGE ORDER PROCEDURES**

SECTION 001028 – Page 2 of 3

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

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
CHANGE ORDER PROCEDURES**

SECTION 001028 – 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.
- C. 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

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
PROJECT MEETINGS**

SECTION 001200 – Page 2 of 2

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

Part 2 – Products

Not Used

Part 3 – Execution

Not Used

END OF SECTION

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
CONSTRUCTION SCHEDULES**

SECTION 001310 – 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

- A. Submit Design and Construction Schedule within five (5) calendar 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 365 working days 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.

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
CONSTRUCTION SCHEDULES**

SECTION 001310 – Page 2 of 2

Part 2 - Products

Not used

Part 3 - Execution

Not used

END OF SECTION

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT



SHELBY COUNTY, ALABAMA
PUBLIC WORKS CONTRACT
For Projects Over \$100,000
Act 97-225

THIS AGREEMENT, entered into as of this _____ day of _____, 2025 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 the Shelby County Water Services Meter Changeout Project 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 _____, 2025) 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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

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.

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

- (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: Phillip Crunk, PE, Manager,
Shelby County Water Services
10927 U.S. HWY 280
Sterrett, Alabama 35147
(205) 670-6540
Email: pcrunk@shelbyal.com

(2) CONTRACTOR: _____

Phone _____

- (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 - Supplemental Conditions 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 _____ dollars and _____ cents (\$_____). 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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

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 immediately after the completion of the contract shall give notice in writing to the COUNTY. The COUNTY, upon completion and acceptance by COUNTY of the work, shall give notice of completion of the PROJECT by advertising and publishing on the COUNTY website. The publication and advertisement shall be posted for three consecutive weeks. Final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice.

(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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

By: Chad Scroggins
County Manager

Date

ATTEST:

CONTRACTOR

By (print): _____

Title: _____

Date

ATTACHMENT "A"
SUPPLEMENTAL CONDITIONS

- 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 quote dated _____ 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 186, 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.

Debarment, Suspension and Other Responsibility Matters Form

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

SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT

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 _____, 2015.

Print: _____

Print: _____

Print: _____

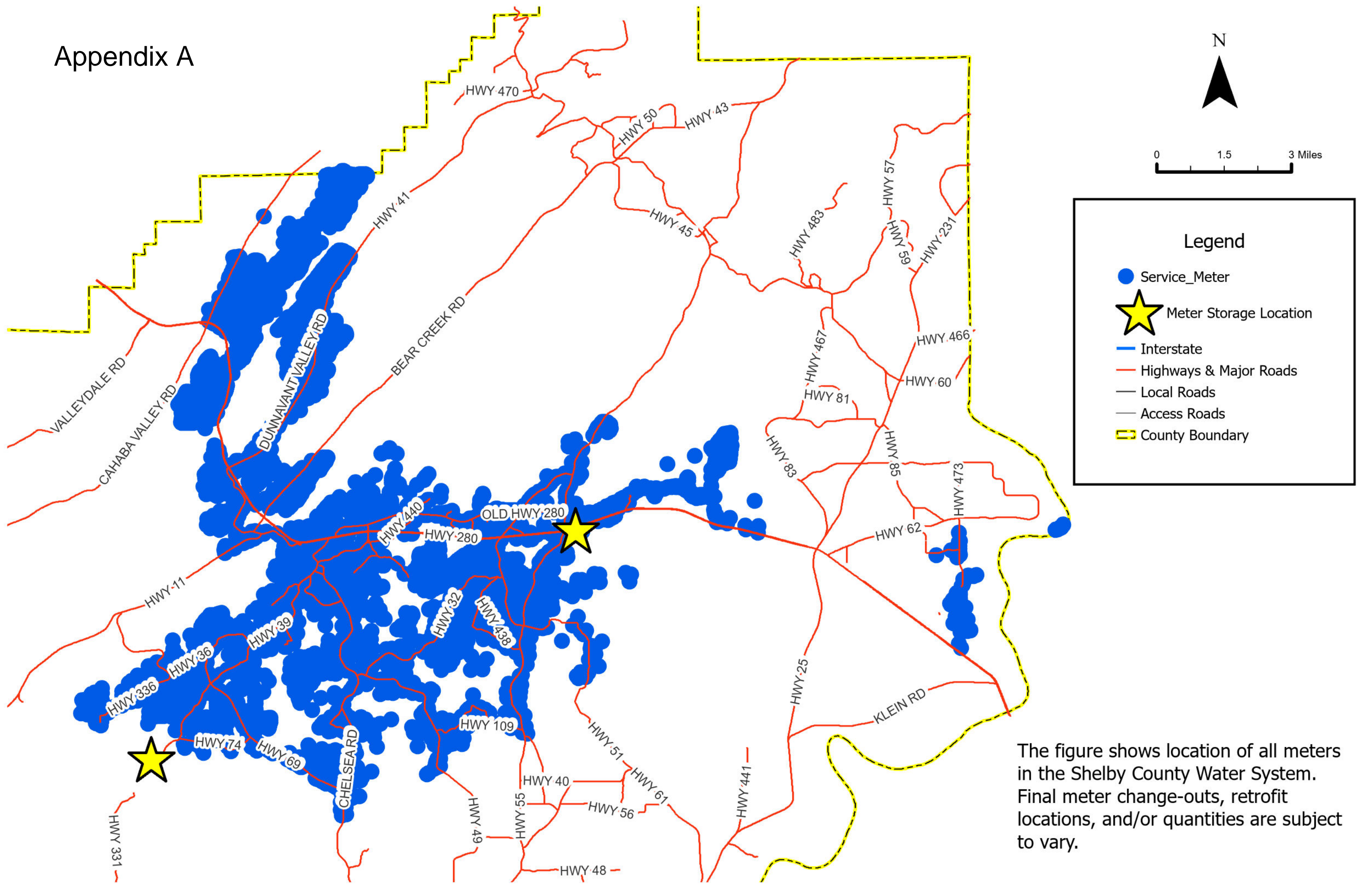
Print: _____

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APPENDIX A

Appendix A



APPENDIX B

Appendix B

NOTES:

1. METERS TO BE SET IMMEDIATELY OFF RIGHT OF WAY OR AT BACK OF RIGHT OF WAY.
2. SERVICE MATERIAL SHALL BE 1" TYPE K COPPER AND NO JOINTS ALLOWED IN SERVICES; UNLESS PEX_a IS APPROVED FOR USE BY SHELBY COUNTY WATER SERVICES. PEX_a SHALL BE MUNICIPEX AS MANUFACTURED BY REHAM CONSTRUCTION, LLC. AND CONTRACTOR SHALL USE STAINLESS STEEL INSERTS AT ALL FITTINGS AND VALVES. TYPICAL OF ALL SERVICES.
3. PIPE DEPTH SHALL BE MINIMUM 36" FOR SHELBY COUNTY ROW AND 48" FOR STATE ROW.
4. USAGE OF ANGLED AND STRAIGHT CURB STOPS SHALL BE AT THE DIRECTION OF SHELBY COUNTY.

PARTIAL MATERIALS LIST:

CORP STOPS: 1" BRASS BALL TYPE CORPORATION STOP - FORD FB10004.

CURB STOPS: $\frac{3}{4}$ " ANGLE CURB STOP - FORD BA43-332W
1" ANGLE CURB STOP - FORD BA43-444W
 $\frac{3}{4}$ " STRAIGHT CURB STOP - FORD B43-332W
1" STRAIGHT CURB STOP - FORD B43-444W

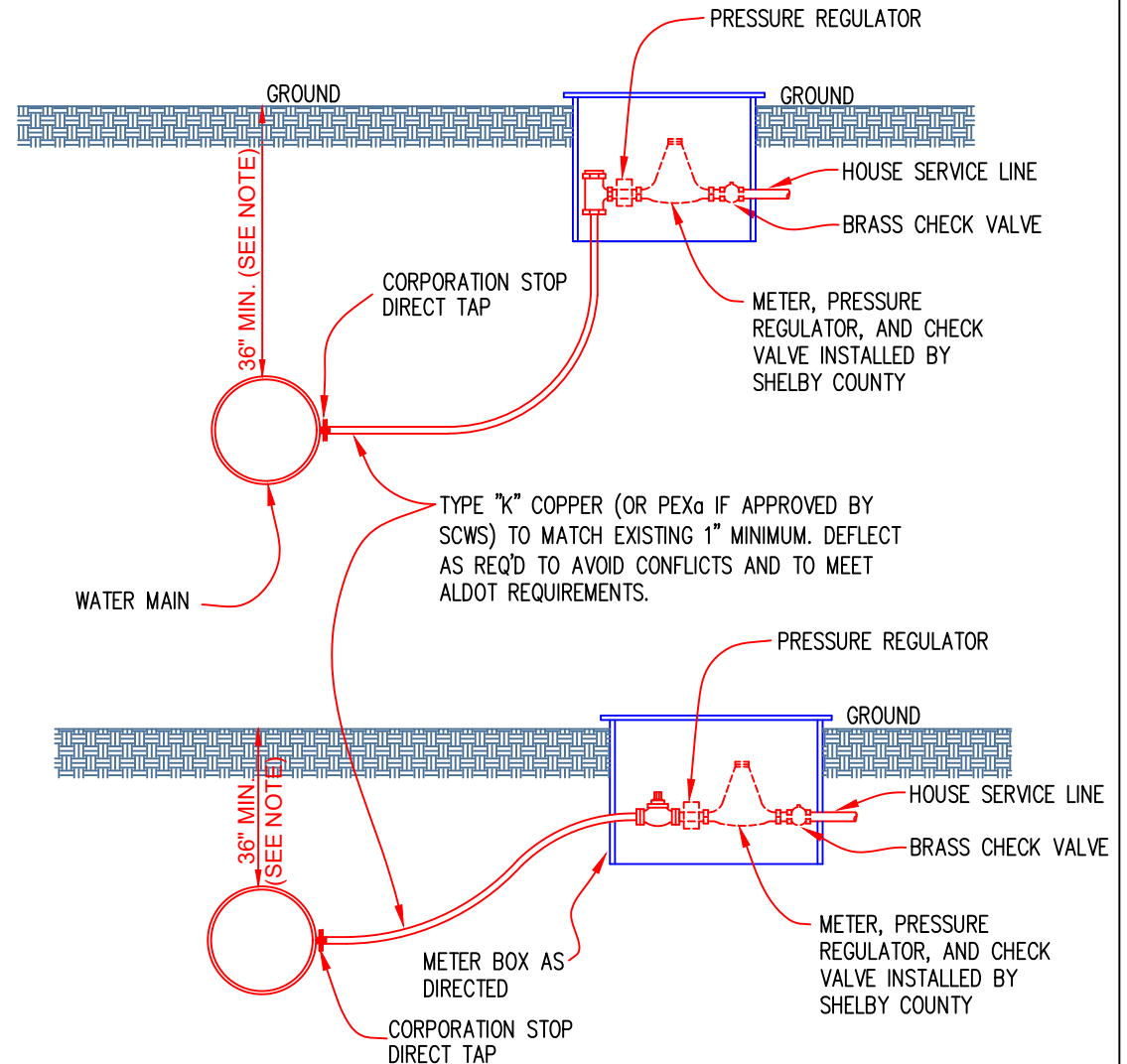
BALL VALVES: $\frac{3}{4}$ " BRASS BALL VALVE SCREW JOINT - NIBCO T580
1" BRASS BALL VALVE SCREW JOINT - NIBCO T580

METER ADAPTORS: $\frac{3}{4}$ " METER ADAPTOR - FORD A-14

METER COUPLINGS: $\frac{3}{4}$ " BRASS METER COUPLING - FORD C38-23-2.5L
1" BRASS METER COUPLING - FORD C38-44-2.625

METER BOX AND LID: DFW PLASTICS, DFW1600-12-BODY DFW-1T_63D-LID

TO BE APPROVED BY SHELBY COUNTY PRIOR TO INSTALLATION



TYP. SHORTSIDE METER INSTALLATION

SCALE: N.T.S.

STANDARD DETAIL OF SHORTSIDE SERVICE CONNECTION



SHELBY COUNTY WATER SERVICES

P.O. BOX 10
200 WEST COLLEGE STREET
COLUMBIANA, AL 35051
PHONE: (205)670-6540

THIS DETAIL IS GENERAL INFORMATION TO SHOW THE MINIMUM REQUIRED DESIGN AND INFORMATION. THE ENGINEER OF RECORD IS RESPONSIBLE FOR ALL DETAIL DESIGNS.

DWN. BY: JMC
CHK. BY: MAC
DATE: 10/19/2016

SCALE:
NOT TO SCALE

SHEET:
S-05

NOTES:

1. METERS TO BE SET IMMEDIATELY OFF RIGHT OF WAY OR AT BACK OF RIGHT OF WAY.
2. LONGSIDE SERVICES SHALL HAVE 1" TYPE K COPPER TUBING; UNLESS PEX_a IS APPROVED FOR USE BY SHELBY COUNTY WATER SERVICES. PEX_a SHALL BE MUNICIPEX AS MANUFACTURED BY REHAM CONSTRUCTION, LLC. AND CONTRACTOR SHALL USE STAINLESS STEEL INSERTS AT ALL FITTINGS AND VALVES. 2" CASING SHALL BE SEALED AT EACH END.
3. NO JOINTS ALLOWED IN SERVICES. TYPICAL OF ALL SERVICES.
4. PIPE DEPTH SHALL BE MINIMUM 36" FOR SHELBY COUNTY ROW AND 48" FOR STATE ROW.
5. DIRECTIONAL BORES FOR CASINGS SHALL BE AT A MINIMUM DEPTH OF 48". CASINGS SHALL EXTEND, AT A MINIMUM, TO THE EDGE OF PAVEMENT OR CURB.
6. USAGE OF ANGLED AND STRAIGHT CURB STOPS SHALL BE AT THE DIRECTION OF SHELBY COUNTY.

PARTIAL MATERIALS LIST:

CORP STOPS: 1" BRASS BALL TYPE CORPORATION STOP - FORD FB10004.

CURB STOPS: 3/4" ANGLE CURB STOP - FORD BA43-332W*
1" ANGLE CURB STOP - FORD BA43-444W*
3/4" STRAIGHT CURB STOP - FORD B43-332W*
1" STRAIGHT CURB STOP - FORD B43-444W*

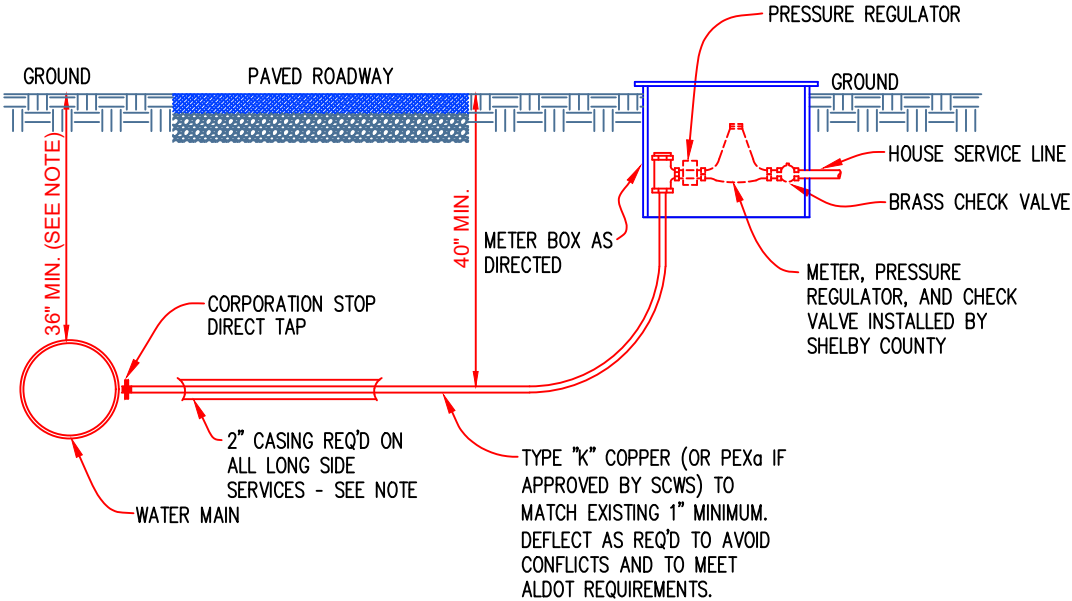
BALL VALVES: 3/4" BRASS BALL VALVE SCREW JOINT - NIBCO T580
1" BRASS BALL VALVE SCREW JOINT - NIBCO T580

METER ADAPTORS: 3/4" METER ADAPTOR - FORD A-14
1" METER ADAPTOR - FORD A-34

METER COUPLINGS: 3/4" BRASS METER COUPLING - FORD C38-23-2.5
1" BRASS METER COUPLING - FORD C38-44-2.625

METER BOX AND LID: DFW PLASTICS, DFW1600-12-BODY DFW-1T_63D-LID

*TO BE APPROVED BY SHELBY COUNTY PRIOR TO INSTALLATION



TYP. LONGSIDE METER INSTALLATION

SCALE: N.T.S.

STANDARD DETAIL OF
LONGSIDE SERVICE
CONNECTIONS

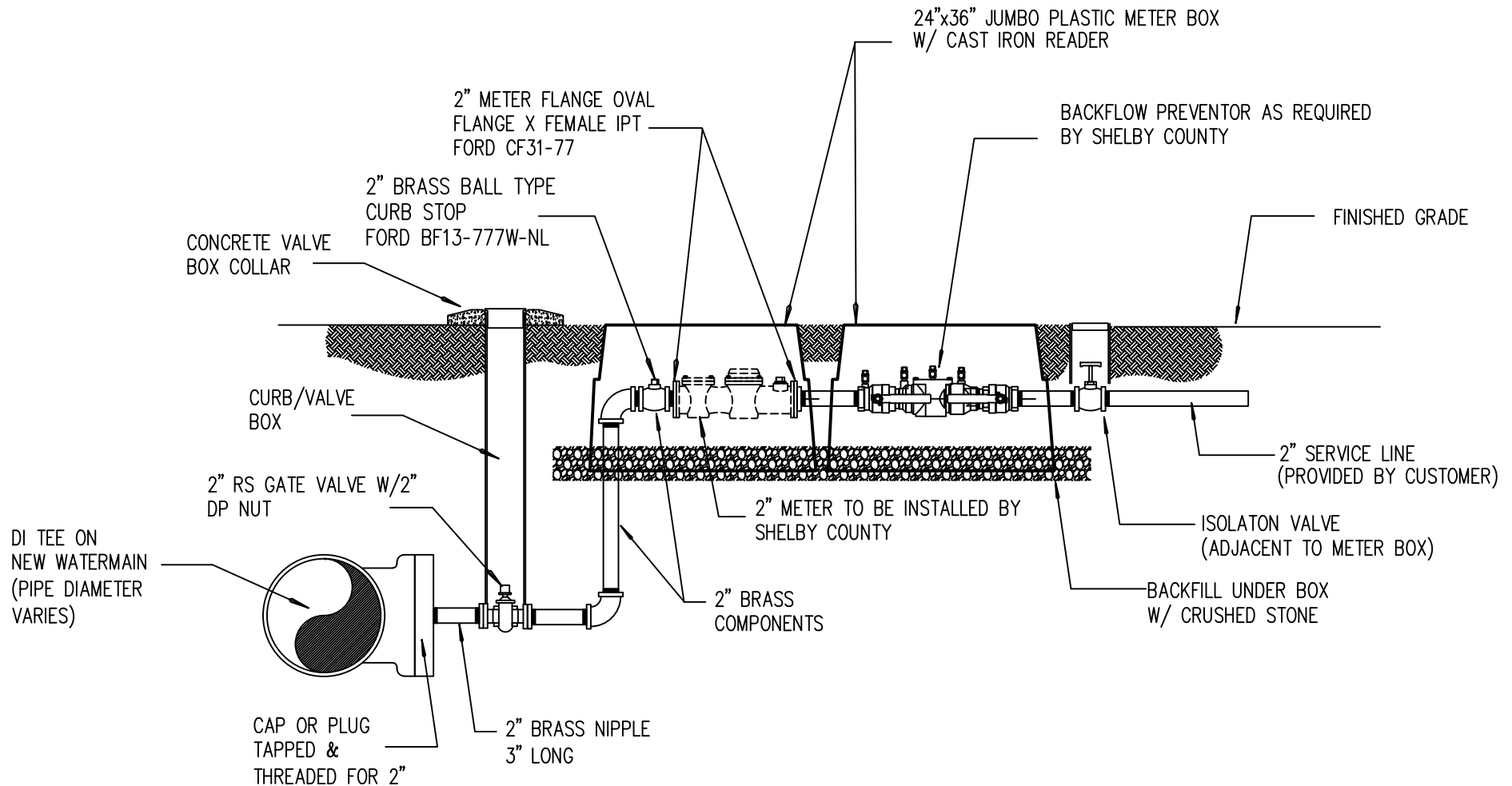


SHELBY COUNTY
WATER SERVICES

P.O. BOX 10
200 WEST COLLEGE STREET
COLUMBIANA, AL 35051
PHONE: (205)670-6540

THIS DETAIL IS GENERAL INFORMATION TO
SHOW THE MINIMUM REQUIRED DESIGN AND
INFORMATION. THE ENGINEER OF RECORD IS
RESPONSIBLE FOR ALL DETAIL DESIGNS.

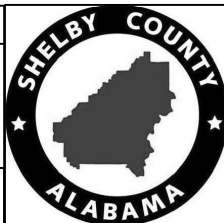
DWN. BY: JMC
CHK. BY: MAC
DATE: 10/19/2016
SCALE: NOT TO SCALE
SHEET: S-04



2" SERVICE ON NEW WATERMAIN COMMERCIAL SERVICE METER INSTALLATION

SCALE N.T.S.

STANDARD DETAIL OF 2" TAP ON NEW WATERMAIN



SHELBY COUNTY WATER SERVICES

P.O. BOX 10
200 WEST COLLEGE STREET
COLUMBIANA, AL 35051
PHONE: (205)670-6540

THIS DETAIL IS GENERAL INFORMATION TO
SHOW THE MINIMUM REQUIRED DESIGN AND
INFORMATION. THE ENGINEER OF RECORD IS
RESPONSIBLE FOR ALL DETAIL DESIGNS.

DWN BY: JMC	SCALE:	SHEET:
CHK BY: TSL	NOT TO SCALE	S-09
DATE: 09/19/17		

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
STANDARD SPECIFICATIONS FOR METER CHANGEOUT**

SECTION 011000 – Page 1 of 13

1.0 INSTALLATION

Contractor shall conduct installations by route. Route groups should be based on geographic proximity as determined by Owner in discussion with Contractor. In discussion with the Contractor regarding the desired daily install rate and Owner's billing cycles, Owner will prioritize routes before the project begins and reorganize as necessary during the project to assure minimal disruption of the Owner's monthly reading/billing activities of its personnel.

Unless approved in writing by Owner, Contractor shall complete installations in one route before commencing installations on the next route. Route completion shall be documented and presented in approved format to Owner for acceptance and payment as specified.

Exceptions to the requirement to complete all installations within a route may be granted by Owner. For example, a property that is vacant or abandoned, has no meter or no existing standard connections for a meter, has deteriorated or fragile piping or plumbing, or has bad control valves or curb stops whose repair responsibility has not been assigned to Contractor, will be excused or skipped and treated as if they had not been assigned when determining completion of assigned services.

Some routes may, at the discretion of Owner, be split into two parts, with Part A being Residential sized services and Part B being Commercial sized services. In such event, each Part shall be treated as a separate route subject to the above completion requirements and billed as a separate route for completion and billing purposes.

Schedule: Owner and Contractor shall establish a tentative overall schedule for installation of the entire project. At the end of each week, adjustments to the overall schedule shall be made as coordinated between Contractor and Owner to assure timely completion and minimal disruption to Owner's normal reading/billing cycles.

Work Hours: In an effort to minimize the impacts of outages to customers, the contractor should perform work between the hours of 8:00 a.m. and 5:00 p.m. Upon award, Contractor shall propose normal work hours, which must be approved by Owner. No work will be allowed on County approved holidays, unless approved by the Owner. Contractor's personnel must be available for evening and Saturday installations, as necessary, for installations that must be conducted at other times because of special customer needs. Contractor shall minimize disruption of water service to all businesses and residences. Contractor shall coordinate as required with property owners to ensure uninterrupted water service during specific/critical times of day if necessary. Contractor shall adjust the number of crew personnel as needed to accommodate special installation scheduling, including evenings and weekend times.

Daily Reports: At the end of each day, Contractor shall transmit electronically (via email) to personnel designated by Owner, a Service-Order report of accounts where work was performed that day in an Owner approved file format. These reports shall be comprehensive and provide all information acquired at each service location visited. The reports shall be

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
STANDARD SPECIFICATIONS FOR METER CHANGEOUT**

SECTION 011000 – Page 2 of 13

sequenced by date and time stamped for each installation but in a format which will allow re-sequencing and/or search capability by other relevant criteria such as by Owner customer account numbers, in order to assist Owner customer service staff in responding to customer inquiries, etc.

24-Hour Customer Support: Contractor's project personnel must be available to respond on a 24-hour-per-day basis to calls from customers or from Owner concerning leaks, loss of service, low pressure, and other problems caused by Contractor's installation activities. Contractor shall promptly respond and perform any repairs or rework required.

Contractor shall maintain a complete and permanent log of all such calls noting: date and time of call, issue involved, response time(s), ID of responding personnel and how resolved, etc. A copy of the call log shall be available to Owner at all times.

Installation Acceptance: Contractor shall be responsible for all losses or damages to the meters and appurtenances until they are installed and accepted by the Owner at which time warranty coverage shall apply. Acceptance of installations by Owner shall be by completed route and conditioned upon:

1. Completed installation (change-out) of all meters and installation/programming of all Equipment at each service location assigned to the Contractor within the route in accordance with manufacturer recommendations and project plans and specifications.
2. Electronic submission of records containing all data required for each installation completed within the route including: the premise identification number (static or unique identifier), address, old and new meter serial numbers, new register number, old and new meter readings, transmitter serial number, installer's ID, and all other information relevant to the installation; and,
3. Receipt or access to required digital photograph(s); and,
4. Satisfactory inspection of installations by Owner; and,
5. Confirmation that transmitter ID numbers, meter numbers, register numbers, and other information have been correctly captured in the AMR/AMI control system database and/or Owner's project management database for each completed service location.

Acceptance of each completed route shall be documented by an appropriate Certificate of Completion to be submitted and executed by Contractor's Project Manager and the Owner's authorized representative. A copy of each Certificate of Completion executed for routes completed in the preceding month shall be submitted by Contractor with monthly invoicing. Each Certificate of Completion shall, at minimum, include the following:

- Route ID Number.
- Date installations began in route.
- Date installations completed.
- Contractor's Invoice number that the completed route will be billed on.

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
STANDARD SPECIFICATIONS FOR METER CHANGEOUT**

SECTION 011000 – Page 3 of 13

- Number of contracted pay items completed on specific dates and pay item totals in route.
- Serial numbers (or begin and ending S/Ns of sequence) of all new meters installed in route.
- Listing of any service location IDs excused from the project with reason skipped.
- Signature of Contractor's Project Manager certifying completion of route.
- Signature of Owner accepting route as complete.

Such acceptance by Owner shall not be construed to relieve the Contractor of its responsibility to promptly repair or replace any faulty installations under its warranty obligations.

No Solicitation: The Contractor, nor its employees or agents, may solicit business from or perform work for the Client Utility's water customers while engaged on any contract associated with this project.

2.0 CONTRACTOR STAFF

Project Manager: Contractor shall designate a Project Manager, who shall have the authority to handle and resolve any disputes or contract issues with Owner. A resume shall be provided to Owner detailing the designee's relevant management experience and experience with AMR/AMI installation projects. Once a Contract Manager is approved by the Owner, he shall remain in this position for the duration of the project.

Project Superintendent: Prior to the date to be established by Owner for a pre-construction conference, Contractor shall designate a Project Superintendent, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of Contractor and for assuring that all installations are carried out in a professional manner and in compliance with the procedures required by the system manufacturer; by Owner; in compliance with applicable regulations and in compliance with project Contract requirements. The Project Superintendent should be onsite continuously throughout the duration of the project, except for holidays and vacations, during which time, the Contractor shall provide a qualified substitute acceptable to the Owner. The Project Superintendent shall have experience, documented by resume, in a supervisory or management role with a public utility and with supervising AMR/AMI meter installation projects. The designee shall be familiar with applicable regulations and safe and proper installation procedures. Project Superintendent shall be approved by the Owner. Once approved the Project Superintendent shall remain on the project unless a substitute Superintendent is approved by the Owner. The Owner reserves the right and the Contractor acknowledges the Owner's right to require the Contractor to replace a Project Superintendent for unsatisfactory performance. The Owner has the sole authority in determining whether or not performance is satisfactory.

**SHELBY COUNTY WATER SERVICES METER CHANGEOUT PROJECT
STANDARD SPECIFICATIONS FOR METER CHANGEOUT**

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Installers: All installation employees or subcontractors of the Contractor shall be fully trained by Contractor in the removal of existing meters and the installation of new meters and transmitters. They shall also be trained in retrofitting newer meters as requested by Owner with AMI-compatible registers and/or transmitter, regardless of size. Owner reserves the right to require Contractor to retrain, reassign, or remove from the project any employee or subcontractor who fails to perform workmanlike and competent work.

Programmers/Data Technicians: All employees or subcontractors of the Contractor to be engaged in acquisition of field data and programming of transmitters shall be fully trained in operation of its field equipment (handheld field devices and transmitter interface modules) as well as with all work-order and programming software. Owner reserves the right to require Contractor to retrain, reassign, or remove from the project any employee or subcontractor who repeatedly enters erroneous data or improperly programs transmitters to parameters established by the manufacturer for the Owner's system.

Identification and Uniforms: All field personnel of Contractor shall use vehicles clearly and permanently displaying the Contractor's logo. Additionally, all field personnel shall wear safety orange or yellow vests, shirts/T-shirts or jackets prominently displaying the Contractor's name and/or logo. At Owner's discretion, each employee may also be required to carry and display a picture identification badge containing the Contractor's name and the employee's picture, name, title, and employee ID number.

Safety: Contractor is solely responsible for safety on the project. The Owner is not responsible for safety or the means and methods of construction.

3.0 TO BE SUPPLIED BY OWNER

Owner Furnished Technical Data: At least 3 weeks prior to scheduled start date, Owner shall provide the Contractor with technical data in Owner's possession, including reports, maps, surveys, propagation analyses, or other information that Contractor informs Owner is reasonably necessary or useful in the performance of the project.

Owner Furnished Service Location Data: At least 3 weeks prior to scheduled Start Date, Owner shall provide the Contractor with all customer and service location data in acceptable electronic file format as may be required to populate the Contractor's data management and field work-order system. The data for each service location assigned to Contractor for change-out may include:

- Static identifying number unique to service location
- Customer account number
- Route (or book) number
- Read sequence number within route
- Customer name

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- Service location address
- Service type, if available (e.g: potable water, fire line, irrigation service)
- Existing meter serial number
- Last meter reading
- Existing register serial number, if available
- Meter size, if available
- Meter type, if available (e.g: turbine, compound, etc)
- Service location special notes of record
- GPS coordinates, if available

The data supplied to the Contractor shall be limited to the data reasonably available from the Owner's database. The Owner shall make reasonable efforts to provide any data requested, however, lack of any data request shall not be grounds for reducing or eliminating the obligations of the Contractor under the terms and conditions of the Contract.

Owner shall designate a contact person to receive and coordinate Data Export file transfers of completed services from the Contractor's data management system during the project. Contractor shall generate and submit a test file for trial to verify all adequate information is provided in proper format.

Owner Cooperation: Owner shall provide such cooperative support as required during the course of the project to facilitate access to service locations and to coordinate service interruptions. Owner shall also be responsible for identifying the location of meter services, as needed. Should Contractor require assistance in locating a meter service, Owner shall locate the meter service in a timely manner.

4.0 TO BE SUPPLIED BY CONTRACTOR

Contractor shall provide notification to the Owner's customers of the impending work and that short-term service interruption will result. The Contractor shall cooperate with Owner as needed to assist with notification efforts, including language for doorhangers and FAQ postings.

Adequate segregated space and access within a fenced storage yard for placement of Contractor provided portable storage units to organize, store and manage project material inventory.

Contractor will supply the following project services and labor: overall project management; inventory management and control; data management; appropriate safety training of all Contractor personnel and responsibility for on-site project safety of personnel, customers and the general public; training and direct supervision of installers; on-site pre-installation notification to customers; scheduling required for special needs customers; problem solving and complaint handling; and inspection, testing, and quality control. Contractor shall also provide and install miscellaneous items such as brass fittings, meter boxes, lids, valves and other items shown on the bid form. Miscellaneous items shall be installed at the direction of the Owner as work progresses on the project.

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Tools and Equipment: Contractor shall furnish all tools and equipment necessary for the successful and timely completion of all meter, ancillary components, and AMR/AMI endpoint installations and activation under this contract as specified herein. Tools used by installers for meter and ancillary component removal and replacement shall be specifically designed/manufactured for that purpose. The use of pipe wrenches on meter nuts is expressly prohibited.

Vehicles: Contractor shall be responsible for all vehicles it uses on the project. Contractor should provide service vehicles onsite stocked with necessary tools needed for normal service restoration and/or replacement. Contractor's vehicles, including private vehicles used for the work, shall have the company logo prominently displayed on both sides of the vehicle.

Data Management System and Equipment: The Contractor shall utilize an automated installation management process which shall include an electronic mobile data-management system (work-order system), complete with all software and hardware required to acquire, organize, convert and return all customer service location data ready for import into the Owner Billing/CNI database. To minimize manual entry of data, the mobile component of the system should use electronic tags, bar coding, or similar means to capture identification numbers of new equipment. Such system shall adequately assure the security, integrity and accuracy of Owner customer data.

1. Remote Data Management Server: The remote data hosting server used by the Contractor shall provide secure redundant backup of Owner data. The data management software shall provide:

- Remote access (24/7) by the Contractor and authorized Owner personnel to a secured database for reviewing information, updating information or generating reports pertaining to the "active" or "complete" status of each change-out work-order.
- Remote electronic transfer capability allowing change-out data to be transferred electronically from each individual handheld device used in the field to the secured database on a daily basis.
- Automated Daily Completion Summary reporting in electronic format (Service-Order Report) containing all information collected by one or multiple handhelds via email to both the Contractor and to Owner designated recipients.
- Software must allow read access to the database by the Owner and the capability for the Contractor to update and/or correct the information collected if needed.
- Digital Photographs shall be provided to the Owner with overlay of meter info text on each image acquired during the project for future use as necessary. Photos shall be transferable to photo management database software of the Owner's choice.

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- Generate export of images and associated data in CSV, XML, or HTML as well as electronic Zip file or DVD of image exports.
- Field software must provide a Validation Process to assist with accuracy of information collected in the field pertaining to new meter and electronic ID numbers.

Field Data Equipment: Field data equipment (handheld devices) shall be design certified for their intended use and otherwise equipped as follows so as to assure maximum operability and data accuracy and integrity while requiring minimal manual data entry:

- Battery capacity of at least 12 hours of field operation before recharging.
- Integrated Barcode Scanner
- Integrated GPS Receiver
- Integrated digital Camera
- Integrated Wi-Fi
- Integrated Bluetooth Connectivity (interface compatibility with meter supplier's module required)
- Integrated Cellular data WWAN access capability
- Installer Tracking via unique login and date/time stamp
- Operate FieldLogic software by Sensus

Field Data Software: Field data management software capabilities shall include the ability to:

- Acquire the new meter, register and transmitter identifier numbers via electronic scan directly from the manufacturer barcode tags provided for each component.
- Reject the return of any work-order to the server with missing information pertaining to the data that should be collected.
- Allow Field Data Technician to search for a service location work-order by meter number, address or customer name, at a minimum.
- Automatically capture a completion date/time stamp for each change-out as well as identify the Data Tech or handheld device associated with the change-out.
- Confirm that the existing database information matches as pertaining to the existing meter number, premise address and customer name.
- View specific Utility defined information pertaining to the existing meter and/or service location while in the field such as specific location notes, meter size or type, etc.
- Modify the service-order 'type' in the field to allow the correct information to be collected without the order having to be returned to the database and redirected. (Example: Order type requiring Meter change-out with transmitter installation should have been a Register Retrofit or Transmitter Upgrade Order Type).

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- Enter free-form comments or select from preset comments to be inserted by the Data Tech per service location as needed.
- Collect specific service location information (survey or audit) as may be desired by and reported back to the Owner.
- Collect GPS Longitude and Latitude (X and Y) coordinates.
- Capture and attach digital photograph/s related to the meter change-out to the corresponding service location work-order (Example: Photo of the old meter face showing final reading and photo of meter number if available). Photographs shall be transferred to the secure data management database for subsequent use of Client Utility. Photos shall be delivered to Owner in a format suitable for transfer to a photo management database of Owner's choice.
- Utilize the meter manufacturer's software (i.e. FieldLogic by Sensus) as required to activate the meter and pair the meter and smart endpoint/transmitter to the system.

Field Communications: Owner requires that all Contractor's data techs/programmers, inspectors, and supervisory personnel be equipped with cellular phones or radios so that problems or questions can be addressed immediately, and the Project Manager or Owner can be contacted immediately, if needed.

5.0 ACCOUNT DATA AND INSTALLATION SCHEDULING

Account Data File: At least 3 weeks prior to the start of the installations, the Owner will provide Contractor with an electronic file(s) containing all service location information necessary to create work orders for the meter and AMR/AMI installations in a format specified by the Contractor (to the extent such information is reasonably available). For each meter service location, the data file will at minimum include the information listed in Section 3.0.

Customer Notification: Prior to shutting off water to any service location, the Contractor shall attempt to notify each commercial customer or residential customer by knocking at the door of each residence and informing the customer (if home) that their water service will be interrupted while the meter is being changed out. Change-out time for commercial meter change-outs shall be estimated on-site as specific conditions indicate.

Alternative Notification: In the event the customer or no one aged 18 or over is present, the Contractor shall leave a doorhanger advising the customer that the meter has been changed and providing contact info in the event of any service issue. The wording of the doorhanger shall be approved by Owner.

Customer Refusal: In the event the customer refuses to allow the installation to proceed, Installer will document, at a minimum, the account number, address, date and time of

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attempt, name of Contractor employee who made the attempt, and the name of the customer spoken to, and the reason for refusal. The customer info shall be provided to Owner for resolution.

Inaccessible Meter: In the event a meter is obstructed or is not accessible, the Contractor will make at least three documented attempts at any reasonable time within three days of encountering the inaccessible meter, to notify the customer to remove the obstruction or provide access to the meter. After three documented attempts to change the meter, the Project Manager may request the Owner to excuse that service location from the Contractor's assigned Work-orders.

6.0 INSTALLATION PROCEDURES

Procedures Approval: The Contractor shall propose detailed scheduling and installation procedures to Owner for approval prior to scheduling or commencing installations. The procedures should be designed to optimize the work of the Contractor's crew(s) and involved Owner personnel.

Procedures Pilot Testing: Prior to the commencement of full-scale installation, but after the AMR/AMI system control computer and data collection infrastructure have been installed, Contractor shall install the meters and endpoints at approximately 50 service locations, following Contractor's proposed procedures. After/During this Pilot test and a period not longer than seven (7) business days following it, Owner and Contractor shall evaluate the procedures for public notification, meter and transmitter installation, data transfer to Owner's billing system, capture of meter reading over the system, installation data management and project control, and problem resolution, to ensure they are working and effective. Owner may require Contractor to modify any procedures that it deems deficient or ineffective or otherwise unacceptable.

Work Order Processing: The Contractor shall be responsible for assuring that data transfer to and from Owner's project control office is properly working before commencing any installations. Owner shall be provided RO access and the right to audit the Contractor's database.

Completed Work Orders: Completed work orders shall include: meter size and meter type, old meter serial number, final reading on old meter, new meter number, new meter register number, premises identification number, transmitter ID number, reading on the new meter register, date and time of installation, ID of Installer, correction of existing meter or other field information, new appurtenances installed and notes of any problems encountered or repairs made. An electronic copy of all daily work-order completion information must be provided to the Owner on a daily basis.

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Site Conditions: If, at the time of installation, the Contractor determines that conditions are such that damage to the existing piping would result, the Contractor shall immediately contact the Owner, and shall postpone installation at that site until the Owner authorizes Contractor to proceed with the work.

Geopositioning Coordinates: Required data for each meter installation shall include the capture of geopositioning coordinates with accuracy of one meter or better, using a geopositioning device.

Digital Photographs: Owner requires that digital photographs be taken before and after installation to provide documentation of problematic pre-existing site conditions. The photos should have an accurate date and time stamp, and the file name of the photo shall include the applicable premise ID number. Digital photographs should be available to Owner in a database searchable by address, premises identification number, meter number, or account number.

Old Meter Number & Reading: Contractor shall apply procedures to ensure that any meter being replaced is read properly. Contractor shall provide digital photographs of the reading on the old meter register and photographs of the meter number. Contractor shall apply procedures to assure the final reading is as legible in the photograph as reasonably possible.

Liability and Repairs: The Contractor shall be responsible for any damages that occur on either side of the water meter resulting from negligence or poor workmanship during the meter change-out. In such event, the Contractor shall promptly make necessary repairs and shall be solely responsible for the cost of the repairs. Contractor shall not be liable for any pre-existing conditions including: leaks; faulty or substandard workmanship or components from previous projects; corroded or otherwise deteriorated or damaged components, provided they are documented and promptly reported to the Owner. At its option, Owner may authorize Contractor to make any repairs to service lines or piping necessary to perform the meter change-out, at the unit prices Bid or excuse the work from the project and undertake such repairs itself, or order the customer to make such repairs.

7.0 INSTALLATION ACTIVITIES

Meter Replacement: Each Installer should ensure he is at the correct location and meter, and check for running water prior to commencing meter change-out. Installer must turn off the water to the building. Installer shall then replace the meter, using new gaskets or washers and install all required appurtenances, e.g. transmitter, meter box, lids, etc. All meter adapters, bushings, or other hardware necessary to install the new water meter per the details in the customer's existing meter setup shall be furnished by and installed by the Contractor at the unit prices Bid. Meters and appurtenances shall be installed per the Standard Details shown on the Contract Drawings. Contractor shall be required to install standard connections (meter

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couplings), meter loops/setters, curb stops, and backflow preventers for all 5/8" thru 1" meters if none exist currently. Contractor shall also be required to pair the endpoint/transmitter to the meter and to the Owner's metering software using the meter manufacturer's software (i.e. FieldLogic).

Old Materials and Debris Disposal: Contractor shall deliver all removed materials or components and debris to location(s) to be designated by the Owner for salvage or disposal at the discretion of the Owner. Old meters shall become the property of the contractor for scrapping..

Strainers: If there is a strainer at any large meter installation which is not to be replaced during the meter change-out, Installer shall clean it and restore it.

Verifying Service Working: Installer shall use the outside hose bib, if available, to flush water line after installing a new meter to assure the meter is registering properly, remove air from the service line, and verify restoration of service to the premises.

Critical Exception: Any service location where the curb-stop or shut-off valve is found to be in the "Off" position on arrival, shall NOT be turned "On" after the meter change-out for any reason except at the express written direction of the Owner.

Faulty Valves:

1. Pre-change-out – 1" or Less: If, prior to changing out a meter sized 1" or less, the Contractor encounters a non-functional curb-stop valve; or otherwise cannot shut off water using the meter curb-stop; or the curb-stop has an existing connection leak or an existing leak around the valve mechanism, the Contractor shall notify the Owner's field representative. The field representative may either have the faulty valve replaced by the Owner's personnel or authorize the Contractor to proceed with repairing the service. If authorized to perform the Work, the Contractor and the field representative shall each document the Work accordingly.

2. In-process Change-out – 1" or Less: If, during the process of changing out a meter sized 1" or less, the Contractor encounters a curb-stop which cannot be reopened, or the curb-stop begins leaking around the valve mechanism or service line connection through no fault of the Contractor, the Contractor shall notify the Owner's field representative and replace the curb-stop valve under pressure at the unit price Bid.

In no instance however, shall the Contractor use crimping or cause any permanent injury to the piping to restrict water flow.

Large Meter Shut-off Valves: If the shut-off valve cannot be located, the Contractor shall notify the Owner's Field Representative. Owner's personnel will locate the shut-off valve within a reasonable time and the meter change-out will proceed.

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If the shut-off valve is inoperable, the Contractor shall notify the Owner's Field Representative and Owner will rectify the problem. At its option, Owner may authorize the Contractor to replace the non-working valve at the unit price Bid or as negotiated.

Existing Connection Irregularities: Contractor shall report to the Owner, prior to the change-out of a meter, any irregularity encountered with the existing meter and/or plumbing including but not limited to meters installed backwards and disconnected meters or any other indication of tampering such as: magnets; direct connects; illegal connections before a meter; any other unmetered connections of a customer's piping to a service lateral, fire pipe, or water main; or if there are any other violations of Owner's regulations. Contractor shall not proceed with the installation of a meter at the service location unless the Owner authorizes such installation in writing.

Dirt or Water around Meter: Contractor shall be responsible for removal of any reasonable amount of dirt needed to perform the meter change-out. Removed dirt may be spread evenly around the meter box location unless surrounded by concrete or asphalt paving. Dirt shall be removed to a minimum of 1" clearance below the meter. Contractor shall attempt to expose both service line connections to the meter and any adjacent valving within the meter box or vault to determine whether they are in a condition that will not be damaged by changing the meter. Disturbed areas shall be grassed and stabilized prior to leaving the site.

If a water meter vault is flooded so that the meter is fully or partially submerged, Installer must pump out the pit or vault before changing the meter. Installer shall take precautions to assure that debris does not enter the meter and service lines.

Traffic Control: Contractor is responsible for any required traffic control, including sidewalk closures.

8.0 QUALITY CONTROL

Meter and Component Installations: The Contractor shall establish and maintain specific quality control measures relative to meter, transmitter and component installations and workmanship commensurate with manufacturer recommended installation procedures, contract requirements, and accepted industry standards. The established quality control measures shall include inspection of each completed meter change-out and component installation by an experienced and qualified inspector. The Contractor shall be responsible for replacing any meter, transmitter, or appurtenances improperly set by its Installer at no additional cost to the Owner. The Contractor shall correct any damage to couplings, threads, unions, or meters by use of improper tools or cross threading by Contractor.

Leaks after Installation: Contractor shall be responsible for correcting any leaks at the valves, couplings, or service lines that could reasonably be attributed to the meter installation if reported by Owner or customers within 60 days of installation at no additional cost to the Owner or customer.

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Installation Control and Audit Procedures: The data management system used by the Contractor shall associate all data recorded at each service location with the static or unique identifier assigned to that location by Owner. The Contractor shall establish a data review process for each day's work to minimize the possibility of errors in the data transferred to the Owner for import into Owner's customer billing database.

9.0 PROJECT MEETINGS and REPORTS

Project Management Reporting: The Contractor shall provide sample layouts of all anticipated reports for managing the project to assure the contract is completed on time, within budget, and meets all performance requirements.

Contract Management Meetings: The Contractor's team shall meet with Owner as necessary to discuss progression of the project against the installation schedule and/or other contract matters. At a minimum, meetings will be held monthly.

Installation Management Meetings: The Contractor's Project Manager shall regularly meet with Owner to coordinate scheduling, discuss project progress and cooperative efforts needed to assure timely, cost-effective, and high-quality installations and customer satisfaction.

10.0 WARRANTIES

Installation Warranties: The Contractor shall warrant against defects in workmanship for a period of one (1) year from the date of installation. The installation date for each service location shall, for determination of the applicable Warranty Period, be the Completion Date as set forth in the corresponding Certification of Completion for the respective service location route.