

MADISON COUNTY PURCHASING
DEPARTMENT
100 North Side Square, Room 735
Huntsville, AL 35801

BID SUBMISSION CHECKLIST

Bid #2016-26

Bid Opening Date: May 26, 2016

√	<i>(Please check all completed items)</i>
	Signed, notarized and returned the Illegal Affidavit Forms with bid
	Completed IFB Form, signed and notarized
	Filled in all blanks within the specifications
	Included bid bond, if applicable
	*Included performance bond, if applicable
	Included all requested information in bid package
	Certifications/Licenses/Permits, if applicable
	Certificate of Insurance(s), if applicable
	Acknowledged the Addenda, if applicable
	Put bid number, company name and address on the outside of the envelope(s)
	Sealed bid response
	Cost Sheet on CD, if applicable
	Read specifications thoroughly

INCOMPLETE AND IRREGULAR BIDS

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitiated alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection. Bids may also be rejected for any of (but not limited to) the following causes:

- A. Failure to utilize bid forms provided by Madison County.**
- B. Lack of signature on all notarized document(s) by authorized representative on the bid forms.**
- C. Failure to properly complete the bid.**
- D. Evidence of collusion among bidders.**
- E. Unauthorized alteration of bid/proposal form.**
- F. Failure to submit other forms and documents as required.**
- G. Failure to print and submit bid forms on letter size paper**
(make sure no portion of the bid documents are cut off)

EACH VENDOR SUBMITTING A BID MUST COMPLETE
AND SUBMIT WITH ITS BID THE FOLLOWING
STATEMENT

STATE OF ALABAMA
MADISON COUNTY

VERIFIED STATEMENT REGARDING UNAUTHORIZED ALIENS

The undersigned hereby certifies, under oath, in regard to the performance of the services or for the supply of materials or things described in this Invitation for Bid, that:

(A) it has conducted a verification, pursuant to all federal and state laws, of all the employees who will perform work on the Madison County Commission contract or work on the materials or things supplied to the Madison County Commission in response to this Invitation for Bid to insure that no unauthorized aliens will be employed to perform Madison County Commission work or supply materials or things to the Madison County Commission,

and

(B) to the best of their knowledge and belief, it is not employing or otherwise using unauthorized aliens to provide services, materials or things to the Madison County Commission.

The undersigned agrees:

1. it will verify that whether an employee is an unauthorized alien by inspecting such documents as are designated by Federal Law. For contracts in excess of \$100,000.00, in any twelve (12) month period of time, the contractor or supplier shall certify to the Commission that it has and will verify, to the extent allowable by Federal Law, by using the Federal E-Verify program, that no unauthorized aliens are utilized in providing services, materials or things to the Commission;

2. upon request, it will certify to the Commission, under oath by an officer or a management level employee, that it has verified to the extent allowable under Federal Law that named or otherwise described employees utilized in providing services, materials or things to the Commission are not unauthorized aliens;

3. upon determination by any appropriate Federal Agency that an employee is an unauthorized alien, the undersigned shall terminate the unauthorized alien's employment.

4. if the undersigned fails to terminate an employee determined to be an unauthorized alien by the Federal government or fails to provide the verification described above, the Madison County Commission may terminate the contract for the performance of services, materials or things pursuant to Madison County, Alabama, Policy Regarding The Employment of Unauthorized Aliens by Contractors and Suppliers.

The requirements and obligations of this Policy and Statement shall be interpreted and implemented in a manner consistent with all Federal and State Laws. If any provision of this Policy or Statement is declared invalid or in conflict with Federal or State Laws, such invalidly or conflict shall not affect the other provisions of this Policy or Statement which can be given effect without the invalid provision. The provisions of this Policy and Statement are declared to be severable.

NAME:

BY: _____

Printed Name of Person Signing: _____

Position: _____

SWORN TO and subscribed before me on this the _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

_____ **Company Name** _____

By: _____ **Signature** _____

Printed Name: _____

Position: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____ **Employee** _____, whose name as _____ **Job Title** _____ of _____ **Name of Organization** _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ **Job Title** _____ and with full authority, executed the same voluntarily for and as the act of said _____ **Name of Organization/Company** _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

SWORN AFFIDAVIT OF EMPLOYER REGARDING UNAUTHORIZED ALIENS

1. The undersigned hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

By: _____

Printed Name: _____

Position: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

SWORN AFFIDAVIT OF SUBCONTRACTOR
REGARDING UNAUTHORIZED ALIENS

1. The undersigned subcontractor hereby attests by this sworn affidavit signed before a notary that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

2. The undersigned subcontractor hereby attests that it is enrolled in the Federal E-Verify program. A true and correct copy of the undersigned's fully executed Federal E-Verify Memorandum of Understanding is attached hereto.

3. The Federal E-Verify Memorandum of Understanding attached hereto is the operative Memorandum of Understanding under which the undersigned is currently participating in the Federal E-Verify Program.

4. This sworn affidavit is provided to comply with Alabama Act No. 2011-535, known as the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act."

Name:

By: _____

Printed Name: _____

Position: _____

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this the _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

MADISON COUNTY COMMISSION
100 NORTH SIDE SQUARE
HUNTSVILLE, ALABAMA 35801

INVITATION FOR BIDS

BID NUMBER: 2016-26

Madison County Commission will accept bids for the installation of meters.

Bids will open on Thursday, May 26, 2016 at 11:00 a.m.
7th Floor, Room 734 – Madison County Courthouse, Huntsville, Alabama
(See attached specifications)

Current bids are available on our website at www.madisoncountyal.gov

Each vendor submitting a bid must complete the Verified Statement Regarding Unauthorized Aliens.

“Madison County, Alabama is seeking bids for the installation of meters on an “as needed” basis for a period of two years in accordance with the attached specifications. The meter installation shall include: excavating to the water main; tapping the main; installing corporation valve, service tubing, curb stop, meter box, meter, backflow preventer; and landscaping disturbed areas. The maximum contract value is \$47,500. The contract period of performance will be for a period of two years or until the maximum contract value is reached. Madison County will use the contractor only when Madison County personnel cannot perform the work. The contractor will install meters on the same side as the water main (short side) and on the opposite side of the water main (long side) on county roads, two lane highways, and four lane highways. The contractor will furnish labor, equipment, grass seed, straw and steel encasement used under state highways. Madison County will furnish service saddles, corporation stops, service tubing, curb stops, meters, backflow preventers, and meter boxes.

Mr. Jay Craft is the point of contact at (256) 532-1552.

See Attachment A for the Low Bid Determination Form

The total bid from the Low Bid Determination Form is _____ dollars
(\$_____). Attach the Low Bid Determination Form to this document.

Alabama Board of General Contractor License Number: _____

The Madison County Commission will receive sealed bids until the date and time of bid opening for item(s) meeting, exceeding, or equivalent to specifications.

The Madison County Commission reserves the right to accept or reject any and all bids in whole or in part.

Failure to comply with any of the requirements contained in this invitation for bids may result in the rejection of the entire bid submitted.

Any attachments hereto become a part of the bid and will remain in the bid file.

Brand names used in this invitation for bids are for comparison purposes only and are not to be construed as indicating any preference.

Any items submitted as equivalent to or exceeding specifications must be described in detail.

All bids must be submitted on this form. No errors will be corrected after bids are opened. Bids made out in pencil will NOT be accepted.

No Federal or State taxes are to be included or charged.

It is the intent of the Madison County Commission to allow any business selling the type(s) of merchandise described, to participate in our bidding process. If any prospective vendor feels that any part of these specifications would prohibit their company from submitting a bid, or has any questions regarding this bid, you may contact the Purchasing Department at (256) 532-3507 or email us at purchdpt@madisoncountyal.gov prior to the bid opening date.

Each vendor must possess proper state, county, and city license, certification, or other requirements imposed, for engaging in the type of activity for which bids are solicited.

Subsequent contracts will not be accepted from a vendor after a bid has been awarded. Vendors must include their contracts with the Invitation for Bids form prior to the bid opening.

Madison County reserves the right to require proof that the products bid are suitable for the purposes for which they are intended. Madison County also reserves the right to cancel a bid if the products received under the bid are not suitable for the purposes intended.

F.O.B. Destination, Freight Prepaid and Allowed. F.O.B. term to mean: Title to the goods passes to the agency upon successful inspection and acceptance once received at the delivery destination point and that the supplier will prepay and bear all of the transportation shipping costs.

Vendors must sign and notarize their bid. Failure to do so may result in rejection of bid.

Madison County Commission reserves the right to waive any minor informality which is immaterial in nature, negligible, or trivial, and does not affect responsiveness.

**SUBMIT BID TO: MADISON COUNTY PURCHASING
100 NORTH SIDE SQUARE
ROOM 728
HUNTSVILLE, AL 35801**

Vendor must show on envelope the bid number and opening date.
Each numbered bid must be in a separate envelope.

Terms of payment _____

I hereby affirm that I have not been in any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE NOTARIZED.

Subscribed and sworn to before
me this _____ day of
_____ 20____.

Notary Public

COMPANY NAME: _____

SIGNATURE: _____

PRINT NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE #: _____ FAX #: _____

EMAIL ADDRESS: _____

FEDERAL ID# _____

Angela Anderson
Madison County Purchasing Director

Madison County Commission
Awarding Authority

DATE: May 12, 2016

ALL VENDORS PLEASE NOTE

Addenda: Bidders must periodically check the County's website for any addenda issued for this procurement. Madison County will not be responsible for a bidder's failure to acquire any addenda issued. The Bidder acknowledges receipt of the following addenda, if applicable:

www.madisoncountyal.gov

SPECIFICATIONS
**“Installation of Meters,
for a Period of Two Years,”**
Contract Amount Not To Exceed \$47,500
May 12, 2016

- 1. General:** Contractor will install meters for Madison County as needed for a period of two years. The meter installation shall include: excavating to the water main; tapping the main; installing corporation valve, service tubing, curb stop, meter box, meter, backflow preventer; and landscaping. The contractor will install meters on the same side as the water main (short side) and on the opposite side of the water main (long side) on county roads, two-lane state highways, and state maintained four-lane highways. The contractor will furnish labor, equipment, grass seed, straw and steel encasement (used under state highways). Madison County will furnish service saddles, corporation valves, service tubing, curb stops, meters, meter boxes and backflow preventers. The maximum contract value is \$47,500. The contract period of performance will be two years or until the maximum contract value is reached. Madison County will use the contractor only when Madison County personnel cannot perform the work.
- 2. Determination of Low Bidder:** The low bidder will be determined based on the sum provided in Attachment A, the Low Bid Determination Form.
- 3. Licensing, Experience and Capacity Requirements:** The contractor must be licensed as a Municipal and Utility (MU) or Municipal Utility Specialty Water Projects (MU-(S) Water Projects) by the State of Alabama Licensing Board for General Contractors. Additionally, the contractor must have five (5) years experience installing services on active water lines. Contractor must have sufficient capacity to install meters in an expedited mode as required. (See Paragraph 6.)
- 4. Coordination:** The primary Water Department contact is Jay Craft, (256) 532-1552.
- 5. Materials:** All materials furnished by Madison County Water Department shall be picked up and/or returned at the Madison County Water Department Warehouse, located at 107B Wholesale Ave. Contractors may pick up and/or return materials between the hours of 9:00 a.m. - 11:00 a.m. and 12:30 p.m. - 2:00 p.m. on Monday through Friday, excluding holidays. The materials will be issued by Mr. Coby Edwards, warehouseman.

Contractor is responsible for removing old meters and backflow preventers prior to each installation. Old meters and backflow preventers shall be returned to the Madison County Warehouse at 107B Wholesale Ave.

All materials shall be handled so as to prevent any damage, particularly to the lining or coating. Under no circumstances shall such materials be dumped, dropped or otherwise handled in a manner which may cause damage. The contractor will inspect material on receipt from the Water Department warehouse. If the contractor receives any damaged material, the contractor must notify Mr. Edwards of the damaged materials prior to departing the warehouse. The damaged materials will be exchanged for undamaged materials. After the contractor has departed the warehouse, the contractor is responsible for any damage to materials. Madison County will furnish replacement materials for the damaged materials and the cost of replacement materials will be deducted from the contractor's payment.

6. Installation of Meters:

- A work order will be issued for each meter installation. The contractor shall obtain the work orders from the Water Department Office at 107 B, Wholesale Ave, Huntsville, AL 35811 during the normal business hours of 7:00 AM through 3:30 PM, Monday through Friday, excluding holidays.

- When each meter is installed, the Contractor shall call (the same day as installation) the Water Department Shields Road office at 256-746-2888 and provide the following information for each meter installed: work order number, address, and meter serial number.
- The contractor shall return the completed work order and a daily activity sheet, for each issued work order, to the Water Department Office at Wholesale Avenue along with the invoice.
- Contractor will be directed to install meters in a normal or expedited time frame. Most meters, approximately 90%, will be installed in the normal time frame. Meters installed under normal conditions shall be installed within 10 working days after a work order is issued to the contractor. Approximately 10% of the meters will require expedited handling. Meters requiring expedited installation shall be installed the next working day after notification that expedited handling is required.

7. **Specifications:**

- All work shall be performed in the best and most professional manner by the contractor skilled in their respective trades.
- Service saddles with corporation valves shall be used on all water mains.
- There are to be no more than two (2) taps at one location, and these must run in the same direction.
- Service lines shall be installed perpendicular to mains using shortest possible route. All service lines shall be continuous; no splices will be allowed. In a case where the service line is damaged or must be extended during construction, the entire service line must be replaced.
- The corporation valve must be installed with the operating nut on top.
- Meter boxes are to be installed flush with existing grade. Curb stops shall be placed just inside of meter box with operating nut turned up.
- The Contractor shall backfill under mains and corporation valves in a manner to insure there are no voids under the mains or corporation valves. The fill material shall be added in 3 to 6 inch layers and placed under the corporation valves. The contractor shall continue adding material in 3 to 6 inch layers until there is a total of 12 inches of material above the curb stop.
- Service lines that are bored or open cut shall be thirty (30) inches below the pavement on county roads and a minimum of five (5) feet under state highways.
- A separate bore will be required for each long side service.
- On roads that are open cut, the contractors must backfill with approved crush stone and haul off excess spoils. Madison County Water Department will make repairs to asphalt roads.
- The Contractor must coordinate all work with the Madison County Water Department. Madison County personnel will inspect the work.
- No road that is open cut will be left open overnight. Contractor must furnish all barricades and signs.
- The Contractor is responsible for controlling traffic at the work sites. The Contractor shall provide and employ traffic control devices to minimize the inconvenience to motorists while maximizing safety according to the latest edition of "Uniform Manual of Traffic Control Devices, Part 6 – Temporary Traffic Control."
- The Contractor shall set meters during the time periods defined below unless approved in advance by Madison County Water Department Personnel:
 - Monday – Thursday: 7 AM through 3 PM
 - Friday: 7 AM through noon
- The Madison County Water Department personnel will coordinate all interrelated work and will insure the Contractor of receiving this service in a timely manner so as not to cause any delays, providing the contractor gives timely notice.
- The job site shall be kept clean at all times. The contractor shall remove all rubbish and excess soil. The Contractor shall either (1) seed and place straw over the seed or (2) lay sod matching the existing sod in the yard, for yards with sod. The Contractor shall provide seed and straw. Madison County will order the sod and pay for sod. The Contractor must contact Chantel Nelson at 532-1552 to order sod. After Madison County places the order, the Contractor shall be directed where to obtain the sod.

- The Contractor shall procure and pay for all necessary building permits and for inspection services of local authorities if needed.
- State Highway Road Bores will require welded steel encasement. ¾” and 1” service lines will require 2” steel encasement. 2” services lines will require 6” steel encasement. Standard lengths across State ROW are 120 feet for two-lane state Highways and 160 feet for four-lane state maintained Highways.

8. Insurance: The contractor shall provide the following insurance:

Worker’s Compensations as required by statute.

Employer’s Liability Insurance

Bodily Injury by Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Commercial General Liability Insurance

General Aggregate 1,000,000 per project

Products, Completed Operations Aggregate \$1,000,000 per project

Personal and Advertising Injury 1,000,000 per occurrence

Each Occurrence \$1,000,000

Commercial Business Automobile Insurance (\$1,000,000 combined single limits for each occurrence)

Commercial Umbrella Liability Insurance

\$2,000,000 per occurrence

\$2,000,000 per aggregate

9. Protection of Persons and Property: 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 safe performance. The contractor is responsible for traffic control at the work site. Traffic control is to include warning signs, cones, flashing lights, flaggers, as required by the “Uniform Manual of Traffic Control Devices, Temporary Traffic Control,” current edition.

10. Labor Laws: The Contractor shall be subject to the labor laws of the State of Alabama and subject to the labor rules and regulations of local authorities. The contractor shall comply with Sections 103 and 107 of the Contractor’s Work and Labor and Safety Standards Act (40USC 327 330) as supplemented by the Department of Labor Relations.

11. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Owner’s consultants, and their agents, employees, and consultants (hereinafter collectively referred to as the “Indemnitees”) from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

12. Payment: The Contractor shall be paid based on the unit prices on the Low Bid Determination Form, Attachment A.

- (a) The Madison County representative for reviewing and approving invoices is Mr. Tyler Denton at 256-532-1552. Madison County shall notify the contractor in writing to changes in the representative.
- (b) The Contractor shall be paid once a month on all work orders that have been completed and approved by the Madison County Water Department. The Contractor must submit to the Madison County Water Department an invoice listing addresses where meters have been installed
- (c) The invoice must show the bid limit, sum of previous invoices, amount of current invoice and amount remaining of the contract.
- (d) The Contractor certification will be included on all invoices.

“The Contractor certifies that, to the best of the Contractor’s knowledge, information, and belief, the Work covered by the invoice has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous invoices were issue, and payments received from the Owner, and that the current payment shown in the invoice has not yet been received.”

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

- Final Application for Payment
- Completion of an Advertisement for Completion. The Contractor, immediately after being notified by the Owner that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion published one time in a newspaper of general circulation, published in the county in which the Owner is located and shall post notice of completion of the Contract on the Owner’s bulletin board for one week, and shall certify under oath that all bills have been paid in full. Final payment may be made at any time after the notice has been posted for one entire week.
- Delivery by the Contractor to the Owner of a completed Lien Waiver and Release of Claims as provided in Attachment B.

14. Supervision, Superintendent and Employees.

- (a) **Supervision and Construction Methods.** The term “Construction Methods” shall be interpreted as 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. The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Paragraph 9. 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. 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.** 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: (1) have full authority to receive instructions from the Owner and to act on those instructions; and (2) be present at the Project site at all times during which Work is being performed. Before beginning performance of the Work, the Contractor shall notify the Owner 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.

- 15. Correction of Defective Work.** The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Owner or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site. 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 and separate contractors. The Contractor shall bear all expenses related to the correction of Defective Work.

16. Resolution of Claims and Disputes.

(a) **Applicability of Section.**

- (i) As used in this section, "Claims and Disputes" include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.
- (ii) "Resolution" addressed in this Section applies only to Claims and Disputes arising between the Contractor (and its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

- (b) **Continuance of Performance.** An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
- (c) **Good Faith Effort to Settle.** The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph (d).
- (d) **Final Resolution for Locally-Funded Contracts.** If the Contract is funded in whole with funds provided by a local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel.

17. 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 of the Work or work by the Owner or separate contractors, 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.

18. Changes in the Work.

(a) General.

- (i) 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 Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work.
- (ii) 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.
- (iii) 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 section subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Paragraph 16.
- (iv) Consent of surety will be obtained from all Contract Change Orders involving an increase in the Contract Sum.
- (v) 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 one of the following methods, or a combination thereof, as selected by the Owner:

- (i) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.
- (ii) **Unit Price.** 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.
- (iii) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The

Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

- (1) Costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;
- (2) Cost of materials, supplies, and equipment, including cost of delivery, whether incorporated or consumed;
- (3) Rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;
- (4) Costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;
- (5) Reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and
- (6) For additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(c) Adjustment of the Contract Time Due to Changes.

- (i) 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:
 - (1) With the Contractor's cost proposal stating the number of days of extension requested, or
 - (2) Within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.
- (ii) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

(d) Change Order Procedures.

- (i) 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 drawings, 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.
- (ii) 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.

- (iii) 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.
- (iv) 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.
- (v) 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 determine with the Contractor a sufficient maximum amount to be authorized for the change and 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.
- (vi) 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.

19. Owner's Right to Stop or Suspend the Work.

- (a) **Stopping the Work for Cause.** If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.
- (b) **Suspension by the Owner for Convenience.**
 - (i) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.
 - (ii) The Contract Sum and Contract Time shall be adjusted, pursuant to Paragraph 18, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

20. Owner's Right to Terminate Contract.

- (a) **Termination by the Owner for Cause.**
 - (i) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:
 - (1) Should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;

- (2) Refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will insure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
 - (3) Refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will insure that the Work, when fully completed, will be in accordance with the Contract Documents;
 - (4) Fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
 - (5) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Owner; or
 - (6) Is otherwise guilty of a substantial breach of the Contract.
- (ii) **Procedure for Unbonded Construction Contracts** (Generally, contracts less than \$50,000):
- (1) **Notice to Cure:** In the presence of any of the above conditions the Owner may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.
 - (2) **Notice of Termination:** If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Owner with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
 - (3) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.
 - (4) At the expiration of the seven days of the termination notice, the Owner may:
 - (a) take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and
 - (b) finish the Work by whatever reasonable method the Owner may deem expedient.
 - (5) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.
 - (6) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Paragraph 16.
 - (7) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.
- (iii) **Procedure for Bonded Construction Contracts** (Generally, contracts over \$50,000):
- (1) **Notice to Cure:** In the presence of any of the above conditions the Owner may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

- (2) **Notice of Termination:** If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Owner with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.
 - (3) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.
 - (4) **Demand on the Performance Bond:** With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.
 - (5) **Surety Claims:** Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However, the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Paragraph 16, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
 - (6) **Payments to Surety:** The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.
- (iv) **Wrongful Termination:** If any Notice of Termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph (b) below.
- (b) Termination by the Owner for Convenience.**
- (i) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

- (ii) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:
 - (1) Stop Work as specified in the notice;
 - (2) Enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
 - (3) Terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
 - (4) Take such actions as are necessary, or directed by the Owner, to protect, preserve, and make safe the terminated Work; and
 - (5) Complete performance of the Work that is not terminated.
- (iii) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Paragraph 18, Changes in the Work. The Contractor shall be entitled to receive payment for reasonable anticipated overhead (“home office”) and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Owner by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Paragraph 18. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Paragraph 16.

21. Contractor’s Right to Suspend or Terminate the Contract.

- (a) **Suspension by the Owner.** If all of the Work is suspended or delayed for the Owner’s convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor’s receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner’s convenience pursuant to Paragraph 20 (b).
- (b) **Nonpayment.** The Owner’s failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Contractor shall be just cause for the Contractor to give the Owner fourteen days’ written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.
 - (i) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Paragraph 19 (b).
 - (ii) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Paragraph 20 (b).

22. 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.

- 23. Construction by Owner or Separate Contractors.** The owner reserves the right to complete concrete repairs at locations that have not been assigned to the contractor by either self-performing the concrete repairs or entering into a separate contract to perform the concrete repairs. The decision to self-perform or use other contracts or contractor shall be solely at the option of the Owner.
- 24. In-Progress and Final Cleanup.**
- (a) **In-Progress Clean-Up.**
- (i) 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. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.
- (ii) 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.
- 25. Contractor's One-Year Warranty.**
- (a) If, within one year after the date of Completion of the Work or each designated portion of the Work performed under a specific Work Order, 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 the Owner, 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.
- (b) 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.
- (c) 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.

ATTACHMENT A: LOW BID DETERMINATION FORM

Meter Installations on Various Sizes and Types

Meter Installation 3/4" and 1"

Short Side – (Main side)	as needed at	\$ _____	X 10 each	= \$ _____
Long Side – (Bore)	as needed at	\$ _____	X 10 each	= \$ _____
Long Side – (Open Cut)	as needed at	\$ _____	each	

Meter Installation 2"

Short Side – (Main Side)	as needed at	\$ _____	each
Long Side – (Bore)	as needed at	\$ _____	each
Long Side – (Open Cut)	as needed at	\$ _____	each

Meter Installation 3/4" and 1" Four-Lane State Highway

Short Side – (Main Side)	as needed at	\$ _____	each
Long Side – (Bore with Steel encasement)	as needed at	\$ _____	each

Meter Installation 2" Four-Lane State Highway

Short Side – (Main Side)	as needed at	\$ _____	each
Long Side – (Bore with Steel encasement)	as needed at	\$ _____	each

Meter Installation 3/4" and 1" Two-Lane State Highway

Short Side – (Main Side)	as needed at	\$ _____	each
Long Side – (Bore with Steel encasement)	as needed at	\$ _____	each

Meter Installation 2" Two-Lane State Highway

Short Side – (Main Side)	as needed	\$ _____	each
Long Side – (Bore with Steel encasement)	as needed	\$ _____	each

Total for Determination of Low Bid (sum of 10 short sides and 10 long sides - bore) = \$ _____

**ATTACHMENT B: LIEN WAIVER AND RELEASE OF CLAIMS
FOR PUBLIC WORKS CONTRACTS**

Meter Sets # 2016-26

Project

Various Locations in Madison County, Alabama

Job Address

1. The undersigned, being first duly sworn, deposes and says that he is over the age of 21 years and resides at _____.
2. (Check One)

____ He is the contractor referred to herein.

____ He is the general partner in _____, a partnership composed of the undersigned and carrying on business at _____, City of _____.

____ He holds the title of _____, in _____, a corporation organized under the laws of the State of _____, carrying on business at _____, City of _____, State of _____, which corporation is the contractor referred to herein. The undersigned is authorized to execute this instrument on its behalf.
3. Contractor is a contractor for the performance of certain work and/or the furnishing of certain materials or supplies (the "Project") pursuant to an agreement (hereinafter the "Contract") between Madison County, Alabama and _____ (hereinafter the "Contractor") for the improvements or project known as _____, County of Madison, State of Alabama (hereinafter the "Property").
4. This instrument is delivered in consideration of and for the purpose of inducing Madison County to make final payment to Contractor under the Contract subject to collection of any check given as payment, Contractor acknowledges that upon receipt of this final payment, Contractor has been paid in full the total Contract price of _____ for all of the work performed under the Contract, including retainage, if any.
5. Contractor warrants and represents:
 - 5.1 All materials delivered to said Project by and for the Contractor are for use therein only;
 - 5.2 Title to all work, material and equipment covered by said payment, whether or not incorporated in the Property, has passed to Madison County, free and clear of all liens, claims, security interest or encumbrances (hereinafter all referred to as "Liens");
 - 5.3 All taxes applicable to the materials furnished and the work performed under the Contract have been fully paid; and
 - 5.4 All laborers, mechanics, subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected

therewith for which Madison County might be responsible have been paid in full. Contractor, for itself, its successors and on behalf of all persons able to claim through or under Contractor: (i) waives, relinquishes and releases all liens and rights for claim to a lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Contract; (ii) agrees to save Madison County harmless from all liability, cost and expenses, including reasonable attorneys' fees, to: (a) discharge (by bond or otherwise) or to defend suit to enforce, any mechanics' or materialmen's lien, claim to or right of action for such lien, which may be filed and (b) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Contract, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Contract work; and (iii) hereby releases Madison County, the Property and any lender who may now or hereafter have a security interest therein from all claims, causes of action, liability or liens which may be filed or asserted in connection with the Contract.

Dated this the ____ day of _____.

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Agreement, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal this the ____ day of _____.

Notary Public

My Commission Expires: