CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 7/11/2013

Action Requested By:
Water Pollution Control

Agenda Item Type

Resolution

Subject Matter:

Agreement with Weaver Environmental Services Co., Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Weaver Environmental Services Co., Inc., for Periodic Bid for Emergency Manhole Rehabilitation, Project No. 65-13-SP35

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

Item to be considered for: Action

Unanimous Consent Required: No

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

This contract is for emergency sanitary sewer manhole rehabilitation in support of CMOM compliance utilizing specialized techniques and equipment for a total contract amount of $432,750.00. The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same *

Associated Cost: $432,750.00

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:_____

Date:

revised 3/12/2012

*amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer. Account numbers will be assigned individually as work orders are delivered to the Contractor.

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Water Pollution Control** Council Meeting Date: **7/11/2013**

Department Contact: **Shane Cook** Phone # **256-883-3719**

Contract or Agreement: **Construction Contract**

Document Name: **Periodic Bid for Emergency MH Rehab Project 65-13-SP35**

City Obligation Amount: **$432,750.00**

Total Project Budget: **$432,750.00**

Uncommitted Account Balance: **0**

Account Number: Account numbers will be assigned individually as work orders are delivered to the Contractor.

Procurement Agreements

Title 39	Competitive

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	Signature	Date
1) Originating	Shane Cook	July 2, 2013
2) Legal	Mary Cates	7/2/2013
3) Finance	[illegible]	7/2/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract with the low bidder, Weaver Environmental Services Company, Inc., in the amount of FOUR HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($432,750.00) for Periodic Bid for Emergency Manhole Rehabilitation, Project No. 65-13-SP35, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter from the City Engineer, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Weaver Environmental Services Company, Inc. for Periodic Bid for Emergency Manhole Rehabilitation, Project No. 65-13-SP35" consisting of a total of one (1) page plus eighty-nine (89) additional pages consisting of Attachments A1-R, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of July 11, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 11th day of July, 2013.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 11th day of July, 2013.

_____
Mayor of the City of Huntsville, Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
WEAVER ENVIRONMENTAL SERVICES COMPANY, INC.
FOR
PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NO. 65-13-SP35

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 11th day of July, 2013, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and WEAVER ENVIRONMENTAL SERVICES COMPANY, INC., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Periodic Bid for Emergency Manhole Rehabilitation, Project #65-13-SP35, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A".

BY:

Weaver Environmental Services Company, Inc.

Tommy Battle, Mayor

ATTEST: Laneka Carter

Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: July 11, 2013

SUPPLEMENT TO
GENERAL REQUIREMENTS
FOR
PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35

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SUPPLEMENT TO GENERAL REQUIREMENTS

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	ATTACHMENT "A"				6/25/2013
	PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION				
	Project No. 65-13-SP35				
	BASE BID				
ITEM #	DESCRIPTION	BID QTY	BID UNIT	UNIT PRICE	BID AMOUNT
	All prices include the removal and disposal, including hauling of soil and materials.				
	I. MOBILIZATION				
1	A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES)				
	II. Periodic Bid for Emergency Sanitary Sewer Manhole Rehabilitation				
2	Replace ring and lid with ring and lid provided by the City of Huntsville (Complete and in place including all labor and materials other than ring and lid)	100	EA	150.00	15,000.00 ~~$0.00~~

Att A - Pg 1 of 3 - 07/11/13

3	Raise elevation of manhole ring and lid in easement per foot with cone or riser being provided by the City (Complete and in place including all labor and materials other than risers or cones)	200	LF	175.00	35,000.00 ✓ ~~$0.00~~
4	Stop manhole water infiltration with the use of chemical grout and seal with hydraulic cement	250	EA	100.00	25,000.00 ✓ ~~$0.00~~
5	Stop water infiltration from invert and around pipe connections ,on 4' and 5' manholes, with chemical grout cement, rework inverts to "like new" fashion and line manhole with approved cementatious liner to 1 foot above the pipe crowns.	300	EA	225.00	67,500.00 ✓ ~~$0.00~~
6	Replace invert and grout manhole to 12" above shelf line (Complete and in place including all labor and materials and bypass pumping if necessary)	400	EA	220.00	88,000.00 ✓ ~~$0.00~~
7	Completely line interior of 4' diameter manhole with 1/2" cementatious Alumiliner (or Approved Equal) to specifications up to a depth of 6' and rebuild invert (Complete and inplace including all labor and materials and pumping if necessary)	100	EA	525.00	52,500.00 ✓ ~~$0.00~~
8	Completely line interior of 4' diameter manhole with cementatious Alumaliner (or approved equal) per foot beyond a manhole depth of 6' (Complete and in place including all labor and materials and pumping if necessary)	500	LF	99.00	49500.00 ✓ ~~$0.00~~

9	Completely line interior of 4' diameter manhole with 40 mil thick epoxy coating per linear foot of manhole (Complete and in place including all labor, prep and materials and pumping if necessary)	211	LF	250.00	52750.00 ✓ ~~$0.00~~
10	Install inside drop bowl and abandon existing memphis tee piping. Item includes bulkheading existing lower line, grout filling drop on old T, hand forming invert in main carrier pipe and rebuilding invert for new piping	25	EA	1900.00	47500.00 ✓ ~~$0.00~~
	TOTAL BASE BID PRICE (for evaluation purposes only): Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices.				432750.00 ✓ ~~$0.00~~

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION.

Company WEAVER ENVIRONMENTAL SERVICES CO.,INC.
Signature
Date JUNE 26,2013

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35

ATTACHMENT "B"
PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Weaver Environmental Services Co.,Inc.
(NAME)
7142 Wall Triana Hwy. Madison,Alabama 35757
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder, either on page 2 of the Proposal, Attachment "B" or on the outside of the envelope, otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to 3 ½" floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet.

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

The undersigned bidder understands that the contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City Engineer.

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35
Proposal Page Two

In the event that the NTE Amount is reached prior to the end of any yearly term, the City Engineer, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.

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

DATED: June 26, 20 13.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER _____

BY _____

ADDRESS OF BIDDER _____

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

_____ _____

_____ _____

OUR CONTRACTOR'S STATE LICENSE NO. IS 16700

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY Shaun Gonzales

BUSINESS ADDRESS 7142 Wall Triana Hwy. Madison, Al. 35757

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES OF OFFICERS

PRESIDENT Shaun Gonzales

SECRETARY Vickie Gonzales

TREASURER William Johnston

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35
Proposal Page Three

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be faxed to those bidders who attend and have signed in at the pre-bid meeting. It is the responsibility of all bidders to refer to the website for any updates.

_____ _____ _____ _____

ATTACHMENT "C"

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall Immediately notify Mary Hollingsworth via email at mary.hollingsworth@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

NO SUBCONTRACTORS TO BE USED

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

ATTACHMENT "D"

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
PROJECT NUMBER 65-13-SP35

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. Haleyville Sewer Rehab Project
   Haleyville Water & Sewer Board
   919 First Av. Haleyville, Al. 35565
   205-486-2080
   Don Defoor

2. Riverchase Sewer Rehab
   City of Hoover
   3595 Grandview Pkwy. Ste 300 B'ham, Al. 35243
   205-298-9272
   David Key

3. Scottsboro Sewer Rehab
   Scottsboro Water & Sewer Board
   404 E.Willow St. Scottsboro, Al. 35768
   256-599-0027
   Roy Light

4. M.U.B. City of Albertville
   Albertville Water & Sewer Rehab
   P.O. Box 130, Albertville, Al. 35950
   256-878-3761
   John Hawkins

5. Martin Manholes
   LTS Construction
   P.O. Box 39 Huntland, Tn. 37348
   Terry Smith
   931-968-9303

ATTACHMENT "E"

MANDATORY Pre-bid meeting to be held on Thursday, June 13, 2013 at 10:00 a.m., in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Periodic Bid for Emergency Manhole Rehabilitation, more particularly known as Project No. 65-13-SP35

Description of Project: This project includes 24-hours Emergency On-Call sanitary sewer manhole rehabilitation with arbitrary quantities which may or may not be used. The manhole rehabilitation includes invert replacement, inflow stoppage with chemical resins, cementitious lining of manholes, ring and lid replacements, Memphis Tee abandonment, drop bowl installations and various other manhole rehabilitation processes.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

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

This project Periodic Bid for Emergency Manhole Rehabilitation,, more particularly known as Project No. 65-13-SP35 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility or MU-(S) Specialty Construction Sewer or Pipelines/underground piping.

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

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

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 26th day of June, 2013, until 10:00 a.m. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Supplemental Specifications, Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications. Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: www.huntsvilleal.gov/engineering Plans and proposals can be downloaded from our website at no cost: www. huntsvilleal.gov/engineering/bidlist.html Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a 3 ½" floppy disk or CD-RW (preferably in a live/flash drive format) in the Excel format.

The bid disk or the CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD-RW, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

E-VERIFY – NOTICE

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

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

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

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

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

ATTACHMENT "F"

SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: ONE (1) PERIOD FROM: 03/11/05 TO

CONTRACT DURATION 0 DAYS
START DATE: 03/11/05 END DATE: 3/11/05 TOTAL CONTRACT TIME (3) 0 DAYS

REFER TO COH SUPPLEMENT TO GENERAL REQUIREMENTS: CHANGE ORDERS - CHANGE TO CONTRACT TIME

TIME C.O. # 1 DAYS ADDED 0
TIME C.O. # 2 DAYS ADDED 0 CONTRACT DAYS REMAINING 0

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ 200,000.00 CURRENT $ 200,000.00

C.O. # 1 $ -
C.O. # 2 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

AMOUNT EARNED AFTER RETAINAGE $ -

LIQUIDATED DAMAGES PER DAY 300

LIQUIDATED DAMAGES ASSESSED TO DATE: -

FOR QUESTIONS RELATED TO PAYMENT CALCULATIONS, LIQUIDATED DAMAGES, AND CHANGE ORDER REQUIREMENTS, PLEASE REFERENCE YOUR CONTRACT SUPPLEMENT TO GENERAL REQUIREMENTS SECTION.
4. CHANGE ORDERS.
12. PAYMENT.
13. LIQUIDATED DAMAGES.

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE / TOTAL CONTRACT TIME (3) 0 DAYS / DAYS =

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - / TOTAL CONTRACT AMOUNT 200,000.00 = 0%

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all materials, labor, and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
PROJECT ENGINEER

BY: _____
SHANE DAVIS, CITY ENGINEER
OR RON ADAMS, DEPUTY CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "G"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT "H"

QUADEX MANHOLE RESTORATION MATERIALS INSTALLATION SPECIFICATION

For Restoration Using Quadex Cementitious Materials

1.0 GENERAL

1.1 These specifications are intended to set a standard of quality and design for the application of all cementitious materials used in the rehabilitation of manholes.

1.2 All materials must be approved by the engineer or owner prior to job bid.

2.0 DEFINITIONS

2.1 The term "approved" shall mean that the proposed material shall meet or exceed each of the performance criteria set forth in this specification. Manufacturers and vendors of various name brand materials must submit proof that any proposed material will meet the guidelines and requirements of this specification. The engineer or owner will make final approval of any proposed material.

3.0 APPROVED MATERIALS

3.1 Infiltration Control

All fast setting materials furnished shall be designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, silicious aggregates, and various accelerating agents. Material shall not contain chlorides or metallic particles. Approved infiltration control material shall be Quadex Quad-Plug (or approved equal) as manufactured by Quadex, Inc., Maumelle, Arkansas.

3.1.1 Specifications: Infiltration Control Materials

A. Compressive Strength (ASTM C109)
30 mins: 1850 psi 3 days: 4000
psi 7 days: 5000 psi

28 days: 5890 psi

B. Bond Strength (ASTM C321)
30 min: 50 psi 1 day: 85
psi

C. Set Time 30 seconds

3.2 Invert Repair and Patching

All material furnished shall be designed to fill large voids in manhole walls and to repair or reconstruct inverts where no hydrostatic pressure exists. Material shall consist of rapid setting cements, monocrystalline quartz aggregates, and various accelerating agents. Material shall not contain chlorides or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform (or approved equal) as manufactured by Quadex, Inc., Maumelle, Arkansas.

3.2.1 Specifications: Repair and Patching Materials

A. Compressive Strength (ASTM C109)
1 hour: 4170 psi 3 hours: 5840 psi 24 hours:
7660 psi

B. Flexural Strength (ASTM C348) 1
hour: 450 psi 3 hours: 625 psi 24 hours:
820 psi

C. Freeze-Thaw (ASTM
C666) 300 cycles with no damage

D. Setting Time (Gilmore ASTM C266)
Initial 15-18 minutes Final 22-25 minutes

3.3 Cementitious Coating (Liner) Materials for Manhole Walls and Benches

All cementitious coating (liner) materials shall be specifically designed for the rehabilitation of manholes and other related wastewater structures. Liner materials shall be cement based, poly-fiber reinforced, shrinkage compensated, and enhanced with chemical admixtures and siliceous aggregates. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for either low-pressure spray or centrifugal spin casting application of cement mortars. All cement liner materials must be capable of a placement thickness of ½" to 4" in a one pass monolithic application.

3.3.1 Specifications: Cementitious Coating Materials

3.3.2 Physical Properties

All cementitious coating materials shall conform to the following 28-day minimum physical properties.

A. Compressive Strength (ASTM C109)
9500 psi

B. Flexural Strength (ASTM C293)
1400 psi

C. Bond Strength (ASTM C882)
1500 psi

D. Permeability (AASHTO T-277) Not to exceed 400 coulombs

E. Freeze-Thaw (ASTM C666) No damage in minimum 300 cycles

F. Material Wet Density Minimum 140 PCF

3.3.3 Material Design

All cementitious coating materials shall be approved for use based upon the following design conditions.

A.

Cementitious coating materials shall be manufactured from 100% pure calcium aluminate cement and enhanced with high-density chemically stable aggregates. Materials shall contain poly fiber reinforcement and chemical admixtures. Approved material shall be Quadex Aluminaliner (or Approved Equal) as manufactured by Quadex, Inc., Maumelle, Arkansas.

4.0 Interior Manhole Rehabilitation

4.1 Manhole Cleaning and Preparation

The floor and interior walls of the manhole shall be thoroughly cleaned and made free of all foreign materials including dirt, grit, roots, grease, sludge and all debris or material that may be attached to the wall or bottom of the manhole.

A. High pressure water blasting with a minimum of 3500 psi shall be used to clean Free all foreign material within the manhole.

B. When grease and oil are present within the manhole, an approved detergent or muriatic acid shall be used integrally with the high pressure cleaning water.

C. All materials resulting from the cleaning of the manhole shall be removed prior to application of the cement based coating.

D. All loose or defective brick, grout, ledges, steps and protruding ledges shall be removed to provide an even surface prior to application of cement based coating.

4.2 Sealing Active Leaks

The work consists of hand applying a dry quick-setting cementitious mix designed to instantly stop running water or seepage in all types of concrete and masonry structures. The applicator shall apply material in accordance with manufacturer's recommendations and following specifications.

A. The area to be repaired must be clean and free of all debris per the guidelines set forth in section 4.1 Manhole Cleaning and Preparation.

B. Once cleaned, prepare crack or hole by chipping out loose material to a minimum depth and width of ¾ inch.

C. With gloved hand, place a generous amount of the dry quick-setting cementitious material to the active leak, with a smooth fast motion, maintaining external pressure for 30 seconds, repeat until leak is stopped.

D. Proper application should not require any special mixing of product or special curing requirements after application.

4.3 Invert Repair

The work consists of hand mixing and applying a rapid setting, high early strength, non-shrink patching material to fill all large voids and repair inverts prior to spray lining of the manhole. For invert repairs, flow must be temporarily restricted by inflatable or mechanical plugs prior to cleaning.

A. The area to be repaired must be cleaned and free of all debris per the guidelines set forth in section 4.1 Manhole Cleaning and Preparation.

B. Mix water shall be clean potable water and require no additives or admixtures for use with cementitious patching materials.

C. Cementitious material shall be mixed in a mortar tub or 5 gallon pail with water per manufacturer's specifications. Material should be mixed in small quantities, to avoid setting prior to placement in voids or inverts.

D. Once mixed to proper consistency, the materials shall be applied to the invert or void areas by hand or trowel. In invert applications, care should be taken to not apply excessive material in the channel, which could restrict flow. Once applied, materials should be smoothed either by hand or trowel in order to facilitate flow.

E. Flows in inverts can be reestablished within 30 minutes of material placement.

4.4 Application of Cementitious Manhole Liner

The work consists of spray applying and / or centrifugally spin casting a cementitious based liner to the inside of the existing manhole. The necessary equipment and application methods to apply the cementitious based liner materials shall be only as approved by the material manufacturer.

A. Material shall be mixed with water in accordance with manufacturer's specifications. Once mixed to proper consistency, the materials shall be pumped via a rotor-stator style progressive cavity pump through a material plaster hose for delivery to the appropriate and / or selected application device.

B. Spray application of the cementitious material.

Material hose shall be coupled to a low-velocity spray application nozzle. Pumping of the material shall commence and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.
Spraying shall be performed by starting at the manhole invert and progressing up the wall to the corbel and chimney areas. Material shall be applied to a specified uniform minimum thickness no less than ½ inch. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.

C. Centrifugal spin casting application of the cementitious material.

Material hose shall be coupled to a high speed rotating applicator device. The rotating casting applicator shall then be positioned within the center of the manhole at either the top of the manhole chimney or the lowest point elevation corresponding to the junction of the manhole bench and walls.
The high speed rotating applicator shall then be initialized, and pumping of the material shall commence. As the mortar begins to be centrifugally cast evenly around the interior of the manhole, the rotating applicator head shall be raised and / or lowered at a controlled retrieval speed conducive to providing a uniform material thickness on the manhole walls.
Controlled multiple passes are then made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, simply arrest the retrieval of the applicator head until flows are recommenced.
Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform ½-inch . If additional material is required at any level, the rotating applicator head shall be placed at that level and application shall recommence until that area is thickened.

D. Material shall be applied only when manhole is in a damp state, with no visible water dripping or running over the manhole walls.

E. The low-velocity spray nozzle and the centrifugal spin casting head may be used in conjunction to facilitate uniform application of the mortar material to irregularities in the contour of the manhole walls and bench areas.

F. Troweling of materials shall begin immediately following the spray application. Initial troweling shall be in an upward motion, to compress the material into voids and solidify manhole wall. Precautions should be taken not to overtrowel.

G. Curing will take place once the manhole cover has been replaced. It is important that the manhole cover is replaced no more than 10-20 minutes after troweling is complete to avoid moisture loss in the material due to sunlight and winds.

H. Material shall not be applied during freezing weather conditions. Material shall not be placed when the ambient temperature is 37 degrees Fahrenheit and falling or when the temperature is anticipated to fall below 32 degrees Fahrenheit during 24 hours.

5.0. QUALITY CONTROL

The quality and performance of the material shall be maintained by one or all of the following measures to be determined and specified by the engineer or owner.

5.1 Performance Testing

A. Vacuum Testing
B. Exfiltration Testing
C. Visual Inspection

5.2 Material Testing

One 2 X 2 inch sample cube shall be taken for every 50 bags of material used. Samples shall be sprayed from nozzle, identified and sent to an independent test laboratory for compression strength testing as described in ASTM C-109.

6.0 WARRANTY

Product manufacturers shall warrant all materials to be free of defects product design and workmanship for a period of one year from date of purchase. Manufacturer will provide replacement materials for any product proven to be defective when applied in accordance with manufacturer's recommendations. Manufacturer's obligation shall be limited solely to product replacement.

ATTACHMENT "I"

RELINER DROP BOWL SYSTEM (OR APPROVED EQUAL)

1. PRODUCT NAME

RELINER® INSIDE DROP SYSTEM
U.S. Patent # 6074130; Canadian Patent # 2269565
All RELINER products are proudly made in the U.S.A.

2. MANUFACTURER

RELINER® / Duran Inc.
53 Mt. Archer Rd.
Lyme CT 06371
Phone: (800) 508-6001, (860) 434-0277
Fax: (860) 434-3195
E-Mail: duran@reliner.com
Website: http://www.reliner.com

3. PRODUCT DESCRIPTION

Basic Application: RELINER® INSIDE DROP SYSTEM is a plastic composite collection device that facilitates the controlled drop of effluent into the main stream flow of a sanitary manhole. The Drop Bowl permits easy inspection and cleaning without the need to enter the structure. The custom made adjustable stainless steel straps fully support the drop pipe.

Advantages of the INSIDE DROP SYSTEM by RELINER®:

- Reduce maintenance
- Eliminate confined space entry
- Speed Inspection
- Simplify cleaning
- Reduce turbulence and odor
- Solids and liquids remain together
- Erosion of structure eliminated
- High corrosion resistance
- Allow workers to enter structure without risk of effluent contact

Composition and Materials: RELINER® DROP BOWL is hand fabricated from marine grade fiberglass. The clamping pipe supports are of 304 stainless steel with 18-8 stainless nuts and bolts.

These materials have extremely high resistance to sewer acids while providing very smooth, low maintenance assemblies.

The open design allows for grade level inspection and cleaning while containing the incoming material and conducting it smoothly into the main flow of the system.

The RELINER Drop system is compatible with virtually all types of manhole construction and rehabilitation technologies and materials.

4. TECHNICAL DATA

RELINER© INSIDE DROP components consist of

1. Composite Drop Bowls
2. Stainless steel clamping brackets

RELINER composite components are hand and chopper gun laminations of these properties:

Physical Properties of Unsaturated Polyester Resin Reinforced Laminates (33 / 66 Glass / Resin 1.5 oz mat Laminates .125 in.)	
Flexural Strength (psi) ASTM D-790	27,100
Flexural Modulus (psi) ASTM D-790	1,157,000
Tensile Strength (psi) ASTM D-638	16,700
Tensile Modulus (psi) ASTM D-638	1,457,000
Tensile Elongation (%) ASTM D-638	1.54
Hardness, Barcol 934.1 ASTM D-2583	55 - 60

Physical Properties of ISO Gel Coat		
	Room Temperature Cured for 45 hours	Post Cured at 50° for 24 hours
Tensile Strength	6,218	6,581
Elongation, %	2.70	1.90
Flexural Strength, psi	11,363	11,329
Heat Distortion, °F	0.544×10^6	0.713×10^6
Mandrel Flex, Mandrel Diameter in Inches	-	1.0

Stainless steel clamping bracket materials:

- 304 series non-magnetic stainless steel - 11GA
- 18-8 series non-magnetic stainless steel 3/8 x 18

Sample Specification for RELINER® INSIDE DROP SYSTEM:
All new and / or existing manhole structures employing inside drops shall be outfitted with RELINER Inside Drop Components. The bowl size shall be determined by incoming pipe size and flow rates. The bowl shall be installed as per manufacturer's instructions using stainless steel fasteners. The appropriately sized drop pipe of SDR 35 PVC, Schedule 40 or other shall be securely attached to the manhole wall using stainless steel RELINER Adjustable Clamping Brackets and stainless steel fasteners. Bracket interval shall be 4 feet maximum (minimum of 2 brackets). The connection of Drop Bowl to drop pipe shall be by flexible external pipe coupler. The turn-out at the base end of the drop pipe shall be accomplished with an appropriately angled PVC pipe elbow (45 degree recommended). RELINER is manufactured by Duran Inc., www.reliner.com).

5. INSTALLATION

1. Select **Drop Bowl** of size appropriate to flow rate and pipe diameter. Examples:
(The"A" Bowl with 4" outlet will service up through full 6" inlets. The "A" Bowl with 6" outlet will service up through full 8" inlets. Can be used for 10" & 12" inlet moderate flows. The "B" Bowl with 8" outlet will service up through full 10" inlets. The "B" Bowl with 10" outlet will service up through full 12" inlets. Can be used for 15" and 16" moderate flows. Larger sizes and flat wall configurations also available.)
(See installation page for additional line.)

2a. Trim incoming pipe so that only 2" maximum protrudes into manhole.

2b. For improved flow control, cut a "V" shaped notch at bottom edge of incoming pipe.

3. Center Drop Bowl directly under incoming pipe, allow approximately 1" clearance between pipe and bowl.

4. Attach Drop Bowl to manhole wall with 3/8" diameter stainless steel bolts in lead expansion anchors. (See following instructions).

1. Drill a 3/4" hole into the base material to the required depth (approximately 1-1/4" deep.)
2. Blow the hole clean of dust and other material.
3. Insert the anchor into the hole (Lead shield out).

4. Position a setting tool or a 9/16" socket against the anchor outer cone. (The outer rim of the tool or socket should seat onto the lead shield rim.)
5. Using the tool or socket, set the anchor by driving the lead sleeve over the cone using several **sharp** hammer blows. (Be sure the anchor is at the required embedment depth.)
6. Position the fixture, insert screw or bolt and tighten.

5. Cut and mount SDR 35 PVC drop pipe of diameter appropriate to Drop Bowl size and flow using RELINER adjustable stainless steel clamping brackets (RELINER clamping brackets will adjust to allow drop pipe to maintain correct stand off from wall).

6. Connection from Drop Bowl to drop pipe shall be by flexible external pipe connector.

7. Attach drop pipe to wall using RELINER Adjustable Clamping Brackets using a minimum of 2 brackets with a maximum spacing of 4 feet.

8. Install appropriate pipe elbow to provide smooth transition into channel flow. We recommend a 45 degree elbow.

OPTIONAL STANDARD DROP BOWL INSTALLATION KIT includes:

- (8) 3/8 X 1" X 16 18-8 stainless hex cap screw full thread
- (8) 3/8 18-8 stainless washers
- (8) 3/8 16 x 1-1/4 lead tamp-in expansion anchors

The above are shipped assembled.

6. WARRANTY

Duran Inc. warrants for a period of one year from date of delivery to the original purchaser that the product is free from defects in materials and workmanship. Duran Inc. makes no other warranty of any kind, expressed or implied, in fact or in law, including without limitation, the warranty of merchantability or the warranty of fitness for a particular purpose, other than the limited warranty set forth above. Failure to follow the installation instructions provided by Duran Inc. will void this warranty.

Our Drop Bowl warranty is void if the drop pipe is not installed with the correct RELINER pipe support brackets. These brackets fully support the drop pipe and hold it off the wall the correct distance.

Limitation of Liability
Duran Inc. liability is limited to the replacement or repair of defective parts, excluding cost of removal, installation or unauthorized repairs. Duran Inc. will not be responsible for incidental or consequential damages or for products which have been altered or modified. Information contained in this publication is based on field data and test results believed to be reliable. The product is intended for use by individuals having skill and expertise, at their own risk and discretion and in accordance with current industry practice.

7. MAINTENANCE

Normal maintenance consists of routine inspection and flushing with a hose or pressure washer.
CT 06371. Phone (800) 508-6001 or (860) 434-0277, Fax (860) 434-3195

ATTACHMENT "J"

Manhole Rehabilitation Chemical Grout Applications

Application for crack Infiltration

1 **START WITH A VISIBLE CRACK**

1.1 The surface of the crack may need to be cleaned off with a mechanical grinder or a wire brush. Deposits left by effervescence can inhibit full penetration of the grout.

2 **DRILL INJECTION HOLES**

2.1 Appropriate sized hole should be drilled at a 45° angle so that it intersects the crack at roughly 1/2 the depth of the concrete. Maximum depth required on almost any structure is 18". Hammers with vacuum bits are not recommended.

2.2 Cracks tend to veer off in one direction or another below the surface level. It may be necessary to stagger injection holes from one side of the crack to the other. This will insure that at least half of the holes intersect the crack.

2.3 Hole spacing depends on the width of the crack, but typically is between 6" and 10" for hairline cracks. Holes may be spaced as far apart as 24" on wider cracks. If the concrete being sealed is 6" deep or less, holes should be drilled directly into the crack no more than 6" apart.

2.4 On large jobs a 20' test section should be injected to determine the most feasible and economic port spacing.

3 **FLUSH INJECTION HOLES**

3.1 A flush wand that will reach the back of the injection holes should be used to flush out the drilling dust. USE ONLY CLEAN WATER TO FLUSH OUT THE HOLES. It is very important to get the holes as clean as possible; otherwise the dust will clog up the crack and inhibit penetration of the grout.

4 **INSTALL PORTS**

4.1 Mechanical packers should be used in weak concrete or for deep drilling. They should be inserted until the top of the rubber sleeve is flush with concrete. If the rubber is not flush with the concrete it may either spall the concrete when tightened down or blow out when the injection pressures start to rise. Use a 3/8" deep well socket to tighten the Packers.

4.2 The tips should be left off of all the Packers until you are ready to flush the crack. Bang-in ports are an excellent choice for good concrete where deep drilling is not necessary. Simply bang them into a 3/8" hole with a hammer.

5 **FLUSH THE CRACK**

5.1 Install a tip on the first packer. USE ONLY CLEAN WATER TO FLUSH THE CRACK! Injection pressure should start at 250p.s.i. and be increased as needed. This will clean dirt and other contaminants out, open the crack up, and insure that enough water is present to activate the

grout. A non-staining dye may be added to the water to see where the flush water is coming out and to help separate ground water from flush water.

5.2 Start flushing with the injector that is at the bottom of a vertical crack, or at the very end of a crack if it is horizontal. Continue to flush with water until only contaminate free water is flowing out of the crack or the next port. If no water is being pumped through the port, the injection hole may not be intersecting the crack. If this is the case, drill another hole on the other side of the crack and repeat the above steps. Be sure not to cross through the first injection hole. Repeat this process for every port.

NOTE: The rubber in the Mechanical Packer tends to relax if left in the wall for more than eight hours. This causes the Packer to become loose and may cause blow outs when high pressure is used to inject the grout. To avoid this, the Packers may need to be re-tightened prior to grout injection.

5.3 In order to insure that the grout will not set up in the pump and hoses, it is best to use two different pumps - one for flushing and one for grout injection. If this is not possible, be sure to thoroughly flush the pump out with Prime Flush (or Approved Equal) non-flammable solvent before switching from water to grout.

6 INJECT THE GROUT

6.1 Always wear safety glasses, rubber gloves, and long sleeve shirt and pants when doing any type of pressure injection. See MSDS sheet before working with any Prime-Flex products.

6.2 Remove the tips from all of the ports. Re-tighten the Mechanical Packers if necessary. Put a tip on the first Port used to flush and begin injecting Prime-Flex (or Approved Equal). Patience is a must when doing crack injection. It may take several minutes to get resin flowing into the crack. Increase pressure in 100p.s.i. increments as necessary. The lowest pressure that will get penetration should always be used, but it may be necessary to increase the pressure as high as 2,500p.s.i. Be very careful when turning the pressures up this high, as the concrete may shear or the Packer can blow out of the hole. This usually results in the technician being sprayed with grout. If grout begins to flow freely from the crack, stop injection to give the material time to activate. The crack should seal enough to begin injection again within a few minutes. If the flow does not stop, Prime Plug (or Approved Equal rapid setting hydraulic cement) may be necessary to plug the leak. Clean the grout off of the crack as much as possible before applying Prime Plug (or Approved Equal). It will set within a few minutes.

NOTE: It is useful for a small amount of grout to drip out of the crack. It allows the technician to see how far the grout has traveled and it will seal itself up within a few minutes.

6.3 Continue to pump until material has penetrated the entire distance between the first and second Packer. The grout will not always visibly travel the entire distance in hairline cracks. Once the furthest point of grout travel has been obtained, move on to the next Packer and repeat the process.

7 **FLUSH THE PUMP**

7.1 When finished pumping for the day, the pump should be thoroughly flushed out using Prime Flush solvent (or Approved Equal). Material left in the pump overnight may set up and ruin the pump.

8 **REMOVE THE PORTS**

8.1 Wait 24 hours before removing the ports. If it is necessary to remove them the same day, a small amount of water may be injected into each hole before removing. Usually a 3/8" socket and wrench, vice grips, and a small screwdriver are necessary to remove the Mechanical Packers. Bang in ports are removed with vice grips.

9 **PATCH INJECTION HOLES**

9.1 The injection holes should be patched with an epoxy gel (Speed Bond #1) (or Approved Equal).

10 **GRIND GROUT OFF SURFACE**

10.1 Use an electric grinder with a grinding disc or a wire wheel to remove the grout from the surface. Use caution; a wire wheel can "grab" the grout and be pulled from the technician's hands. If possible, wait 24 hours before grinding.

11 **APPLY SURFACE SEAL**

11.1 Apply a band of Prime Gel 2200 Flexible (or Approved Equal) to the surface of the crack to give a more attractive look to the surface and to act as a secondary barrier.

Application for a Gusher

1. **DRILL RELIEF HOLES / INJECTION HOLES**

1.1. Reduce water pressure as much as possible. Drill relief holes (also to be used as injection holes) below or at the side of the leak. When the crack is patched the water will be diverted through the relief holes and the pressure on the crack will be reduced. An appropriate size hole should be drilled at a 45o angle so that it intersects the crack at roughly 1/2 the depth of the concrete. 18 inches is the maximum depth required on almost any structure. Prime Resins recommends the use of a heavy duty rotary hammer for drilling. Hammers with vacuum bits are not recommended.

1.2. Cracks tend to veer off in one direction or another below the surface level. For this reason it may be necessary to stagger injection holes from one side of the crack to the other. This will insure that at least half of your holes intersect the crack. Hole spacing depends on the width of the crack, but typically for gushing leaks only a few holes are necessary.

2. **FLUSH INJECTION HOLES**

2.1. This is not necessary if water is running out of the holes. A flush wand that will reach the back of the injection holes should be used to flush out the drilling dust. USE ONLY CLEAN WATER TO FLUSH OUT THE HOLES. Make sure to get the holes as clean as possible to insure penetration of the grout.

3. **APPLY THE SURFACE SEAL**
   3.1. Apply Prime Plug (or Approved Equal, a fast setting hydraulic cement) to clean, sound concrete. If the crack is extremely wide, the Activated Oakum Technique may be used (see Activated Oakum Technique).

4. **INSTALL PORTS**
   4.1. 1/2" and 5/8" Prime Packers are high pressure injection ports. Install so that the top of the rubber sleeve is flush with concrete. If the rubber is not flush with the concrete it may either spall the concrete when tightened down or blow out when the injection pressures start to rise. Use a 3/8" deep well socket to tighten the Packers. Do not beat on the Packer with a hammer. This will damage the threads and the tip will not be able to screw on. Leave off tips of Packers until you inject.

NOTE: The rubber in the Packer tends to relax if left in the wall for more than eight hours. This causes the Packer to become loose and may cause blow outs when high pressure is used to inject the grout. To avoid this, the Packers may need to be re-tightened prior to grout injection.

5. **INJECT THE GROUT**
   5.1. Please see MSDS before working with any Prime-Flex (or Approved Equal) product. Always wear safety glasses, rubber gloves, long sleeve shirts, and pants when doing any type of pressure injection. It is best to use two different pumps - one for flushing and one for grout injection. If this is not possible, be sure to thoroughly flush the pump out with Prime Flush cleaning solvent (or Approved Equal) before switching from water to grout.
   5.2. Grout may be injected as a single component or two components. For two component injection, a two component pump with a static mixing chamber at the end of the hoses may be used. Prime-Flex (or Approved Equal) products can be mixed at a 1:1 or 2:1 ratio of grout to water. The mix ratio has only a slight affect on cured properties of grout.
   5.3. If, after surface sealing, you are still encountering problems with water flow, inject Prime-Flex 920 (or Approved Equal) with a maximum dose of Prime-Kat. The Prime-Flex 920 (or Approved Equal) reacts very fast and expands up to 2,900%. It will seal off the leak very quickly. If the crack is expected to move, or if the surface seal was sufficient to control the leak, a flexible material (Prime-Flex 900 XLV(or Approved Equal)) should be injected. The 920 requires a catalyst, and should be poured into a mixing bucket and mixed with the proper amount of Prime-Kat Clear (or Approved Equal). See technical literature or label on pail for proper mix ratio. Do not allow any moisture to enter the pail.
   5.4. In most pressure injection procedures it is necessary to leave the tips off of all the Packers that have not had grout injected through them. They allow air and water to vent out of the crack. Failure to do this will result in excess pressure building up in the crack and possibly cause further damage to the structure. This is not always necessary with a gushing leak. If the leak is bad, the pressure will vent to the water source. Remove the tips from all of the Packers. Re-tighten the Packers if necessary. Put a tip on the lowest Packer and begin injecting Prime-Flex. The lowest pressure that will get penetration should always be used (250 p.s.i. minimum), but it may be necessary to increase the pressure as high as 2,500 p.s.i. Be very careful when increasing pressure. If the surface seal blows out and grout begins to flow freely from the crack, Prime Plug (or Approved Equal) may be necessary to re-plug the leak. Clean the grout off of the crack as much as possible before applying the Prime Plug (or Approved Equal). It should set within a few minutes. Continue to pump until material has penetrated the entire distance

between the first and second Packer. The grout should begin to flow out of the second Packer. If this occurs, put the tip on the second Packer and continue to pump into the first.

6. **FLUSH THE PUMP**
   6.1. At the end of day the pump should be thoroughly flushed out using Prime Flush(or Approved Equal) non-flammable solvent. Material left in the pump overnight may set up.

7. **REMOVE THE PACKERS**
   7.1. In a gushing leak, the packers can usually be removed within an hour after injection is completed using A 3/8" socket and wrench, vice grips, and a small screwdriver.

8. **PATCH INJECTION HOLES**
   8.1. Seal the injection holes to a depth of one inch with an epoxy gel (Speed Bond #1 (or Approved Equal)).

9. **GRIND GROUT OFF SURFACE**
   9.1. Use an electric grinder with a grinding disc or a wire wheel to remove the any excess grout from the surface. Use caution, a wire wheel can "grab" the grout and be pulled from the technicians hands.

10. **APPLY SURFACE SEAL**
    10.1. Apply a band of Prime Gel 2200 Flexible (or Approved Equal) to the surface of the crack to give a more attractive look to the surface and to act as a secondary barrier.

SECTION 01015

WORK SEQUENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The Contractor shall submit to the Engineer for review and acceptance a complete schedule of the proposed sequence of construction operations prior to commencement of work. In order to provide a definitive basis for determining job progress, the Contractor shall provide a construction schedule of the Critical Path Method (CPM) type for monitoring the project. However, the Engineer will not accept a construction schedule that fails to utilize the entire time allocated for construction of the project. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request. A revised construction schedule shall be submitted with every subsequent partial payment request. This revised schedule must be approved prior to payment.

B. The Contractor shall observe the following:

1. The Owner and the Engineer shall be notified 48 hours in advance of work to be performed which will take any part of an existing utility out of service. This work shall be scheduled such that service is disrupted for as short a time as possible.

2. The Contractor shall provide temporary facilities where necessary to accommodate the maintenance of dependable service by the affected utilities.

3. This project involves work within the City of Huntsville's wastewater collection system. Construction work shall be restricted to the area shown on the Drawings. All underground utilities shall be marked in the field before excavation begins.

4. Work shall commence in such a fashion as to provide full capacity of the wastewater collection system at all times. The Contractor's construction schedule presented for approval shall reflect this requirement.

5. Upon commencement of pipe bursting activities, the Contractor shall complete pipe bursting activities, backfill and grade all disturbed areas, and provide final landscaping prior to leaving work site or demobilizing from project. If settling occurs, the Contractor shall immediately provide sufficient backfill and landscaping as requested. Landscaping or irrigations issues not addressed within 48 hours after Owner Representative notification to the contractor shall be completed by COH or COH representative. Cost incurred shall be removed from the project unit items.

- END OF SECTION -

SECTION 02260

SITE RESTORATION

SECTION PART 1 - GENERAL

1.01 CLEAN-UP

Upon completion of the installation of the structures, yard piping, equipment and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from construction operations. The Contractor shall grade the ground along each side of the pipe trench and/or structure in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line or to the grades shown on the Drawings.

PART 2 - PRODUCTS

2.01 SEEDING

All graded areas shall be seeded as specified in COH Standard Specifications. Residential yards shall be sodded back original or better condition with the same species of grass which is present.

PART 3 - EXECUTION

A. After installation of Work, the construction site shall be restored to its original condition or better. All paved streets, roads, sidewalks, curbs, etc. removed or disturbed during construction shall be replaced, and all materials and workmanship shall conform to standard practices and specifications of the Owner and/or to the Alabama Department of Transportation (Alabama Highway Department) requirements and specifications, whichever applies. Gravel, cinder or dirt streets, drives and shoulders shall be replaced and sufficiently compacted to provide a surface suitable for carrying the type of traffic normally imposed at that location.

B. All seeded areas shall be watered daily during the germination period, unless rain supplies the required moisture. The Contractor shall replace, at no additional cost to the Owner, trees, shrubs, etc. disturbed during construction.

C. The Contractor shall remove from the site all equipment, unused materials and other items. The construction site shall be left in a neat, orderly condition, clear of all unsightly items, before the Work is finally accepted.

- END OF SECTION -

SECTION 00400

SUPPLEMENTS TO CONTRACTOR'S QUALIFICATION STATEMENT

Note: Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

PART 1 - BIDDER'S QUALIFICATIONS

A. The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

WEAVER ENVIRONMENTAL SERVICES CO., INC.
7142 WALL TRIANA HIGHWAY
MADISON, ALABAMA 35757
SHAUN GONZALES, PRESIDENT

B. Bidder's Reference List - Most Recent Bids Awarded

The Contractor shall submit five municipal references which the Owner can verify. All references shall pertain to actual work performed by the Bidder (subcontractor references are not applicable) on sanitary sewer projects. Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis. Reference information shall be submitted using the form below only. Reference or supplemental information submitted separately, or any information provided that is not shown below, will be disregarded.

All references will be treated as the Bidder's confidential business information. Previous work for the Owner may be used as references. Complete each item for all references in the space provided below (type or print legibly):

(1) Owner/Agency: ATHENS UTILITIES
Address: P.O. BOX 1089
Address: ATHENS, AL 35612
City, State, Zip: ATHENS, AL. 35612
Contact: JOHN LEWONCZYK
Phone: 256-777-7036

Project Name: Athens Sewer Rehab
Project Description: Spray 1/2" Quadex Alumiliner

Installed Length of Pipe per Each Pipe Size:

(2) Owner/Agency: BENCHMARK CONSTRUCTION
Address: P.O. BOX 1936
Address:
City, State, Zip: ALBERTVILLE,AL. 35950
Contact: MARK
Phone: 256-878-8652

Project Name: COLLINSVILLE SEWER REHAB
Project Description: SPRAY 1/2" QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

(3) Owner/Agency: CHRISTOPHER PLUMBING
Address: P.O. BOX 2473
Address:
City, State, Zip: ATHENS,AL. 35612
Contact: TONY CHRISTOPHER
Phone: 256-232-4460

Project Name: LIMESTONE COUNTY MANHOLES
Project Description: SPRAY MANHOLES WITH 1/2" QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

(4) Owner/Agency: GILLISPIE CONSTRUCTION
Address: 311 4AV SOUTH
Address:
City, State, Zip: DECHERD, TN.
Contact: RICHARD
Phone: 931-808-5361

Project Name: DECHERD LIFTSTATION
Project Description: SPRAY LIFTSTATION WITH QUADEX ALUMILINER AND REPAIR LEAKS

Installed Length of Pipe per Each Pipe Size:

(5) Owner/Agency: CITY OF HOOVER
Address: 3595 GRANDVIEW PKWY, STE 300
Address:
City, State, Zip: BIRMINGHAM,AL. 35243
Contact: DAVID KEY
Phone: 205 298 9272

Project Name: RIVERCHASE SEWER REHAB
Project Description: REHABILITATION OF MANHOLE STRUCTURE , INCLUDING MANHOLE CHIMNEY, CORBEL/CONE, WALLAND BASE, BY SEALING WITH LIGHT WEIGHT STRUCTUAL REINFORCED CONCRETE, TO IMPROVE CONDITIONS.
Installed Length of Pipe per Each Pipe Size:

C. Bidder's Reference List - Optional Additional References

The Contractor may submit additional municipal references which the Owner can verify. All references shall pertain to actual work performed by the Bidder (subcontractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit references on a project-by-project basis. Reference or supplemental information submitted separately, or any information provided that is not shown below, will be disregarded.

All references will be treated as the Bidder's confidential business information. Previous work for the Owner may be used as references. Complete each item for all references in the space provided below (type or print legibly):

(1) Owner/Agency: HALEYVILLE WATER & sewer
Address: 919 FIRST AV.
Address:
City, State, Zip: HALEYVILLE, AL. 35565
Contact: DON DEFOOR
Phone: 205-486-2080

Project Name: HALEYVILLE SEWER REHAB
Project Description: SANITARY SEWER REHABILITATION FOR THE CITY OF HALEYVILLE, AL

Installed Length of Pipe per Each Pipe Size:

(2) Owner/Agency: INSITUFORM TECHNOLOGIES
Address: 3061 DUBLIN CR
Address:
City, State, Zip: BESSEMER, AL. 35072
Contact: BILL
Phone: 205-425-2772

Project Name: HOOVER SANITARY SEWER IMPROVEMENTS
Project Description: REHAB MANHOLES AND STOP LEAKS WITH QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

(3) Owner/Agency: LTS CONSTRUCTION
Address: P.O. BOX 39
Address:
City, State, Zip: HUNTLAND, TN. 37348
Contact: TERRY SMITH
Phone: 931-968-9303

Project Name: SMRYNA, MARTIN AND MURPHREESBORO SEWER IMPROVEMENTS
Project Description: SPRAY MANHOLES WITH QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

(4) Owner/Agency: SCOTTSBORO SEWER AND WATER BOARD
Address: 401 E. WILLOW ST
Address:
City, State, Zip: SCOTTSBORO, AL, 35768
Contact: ROY LIGHT
Phone: 256-599-0027

Project Name: SCOTTSBORO SEWER REHABILITATION
Project Description: SPRAY MANHOLES AND LIFT STATION

Installed Length of Pipe per Each Pipe Size:

(5) Owner/Agency: TOWN OF WEDOWEE
Address: P.O. BOX 935
Address:
City, State, Zip: WEDOWEE,AL. 36278
Contact: TIM
Phone: 256-357-4716

Project Name: WEDOWEE SEWER REHAB
Project Description: SPRAYING MANHOLES WITH 1/2" QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

(Project Experience Record - This page may be duplicated, if required)

Owner/Agency: TOWN OF BLOUNTSVILLE
Address:
Address:
City, State, Zip: BLOUNTSVILLE,AL.
Contact: DAVID
Phone: 205-438-2129

Project Name: SANITARY SEWER IMPROVEMENTS FOR BLOUNTSVILLE,AL
Superintendent: CHARLES TAYLOR
Project Description: SPRAYING 1/2" QUADEX ALUMILNIER

Installed Length of Pipe per Each Pipe Size:

Owner/Agency: CITY OF HOOVER
Address: 3595 GRANDVIEW PKWY. STE 300
Address:
City, State, Zip: BIRMINGHAM,AL., 35243
Contact: DAVID KEY
Phone: 205-298-9272

Project Name: RIVERCHASE SEWER REHAB
Superintendent: CHARLES TAYLOR, JIMMIE GONZALES & SHAUN GONZALES
Project Description: SPRAYING MANHOLES REHABILITATION

Installed Length of Pipe per Each Pipe Size:

Owner/Agency: CITY OF CHICKASAW
Address: 224 N. CRAFT HWY
Address:
City, State, Zip: CHICKASAW, AL. 36611
Contact: DAVID CROSS
Phone: 256-441-0655

Project Name: CHICKASAW SEWER REHABILITATION OF MANHOLE REPAIR
Superintendent: CHARLES TAYLOR & SHAUN GONZALES
Project Description: REHAB MANHOLES TO MAKE STRUCTUALLY SOUND, IMPROVE FLOW, PREVENT INFILTRATION OF GROUND WATER, PREVENT IN FLOW OF SURFACE WATER, PREVENT THE ENTRANCE OF SOIL AND DEBRIS
Installed Length of Pipe per Each Pipe Size:

- END OF SECTION -

(Project Experience Record - This page may be duplicated, if required)

Owner/Agency: CITY OF ARDMORE
Address:
Address:
City, State, Zip: ARDMORE, AL.
Contact: RONNIE FAULK
Phone: 256-423-6060

Project Name: ARDMORE SEWER REHAB
Superintendent: CHARLES TAYLOR & SHAUN GONZALES
Project Description: SPRAYING MANHOLES WITH QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

Owner/Agency: TOWN OF WEDOWEE
Address: P.O. BOX 935
Address:
City, State, Zip: WEDOWEE, AL. 36278
Contact: TIM
Phone: 256-357-4716

Project Name: WEDOWEE SEWER REHAB
Superintendent: CHARLES TAYLOR
Project Description: SPRAYING MANHOLES WITH 1/2" QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

Owner/Agency: CITY OF LEBANON
Address:
Address:
City, State, Zip: LEBANON, TN
Contact: BUTCH ARNOLD
Phone: 615-417-5624

Project Name: CITY OF LEBANON SEWER REHAB
Superintendent: CHARLES TAYLOR & JIMMIE GONZALES
Project Description: REHAB MANHOLES WITH QUADEX ALUMILINER

Installed Length of Pipe per Each Pipe Size:

- END OF SECTION -

B. Bidder's Reference List - Project Experience Record

The Contractor shall submit municipal references which the Owner can verify that demonstrate the following:

Contractor Experience and onsite superintendent experience requirements will be discussed at the mandatory pre-bid.

All references shall pertain to actual work performed by the Bidder (subcontractor references are not applicable) on sanitary sewer projects. Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis. Reference information shall be submitted using the form below only. Reference or supplemental information submitted separately, or any information provided that is not shown below, will be disregarded. Installations performed out of contractor locations and by crews not normally assigned to work in the State of Alabama will not be considered as having met the qualifying requirements.

All references will be treated as the Bidder's confidential business information. Previous work for the Owner may be used as references. Complete each item for all references in the space provided below (type or print legibly):

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work including all excavation and backfilling (without additional compensation, except where specifically set out in these specifications) at the unit price base bid price for the work described in Part 4 of this Section.

1.02 COMPUTATION OF QUANTITIES

A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

B. It is further agreed that the computation of the volume of prismoids shall be by the method of average end area.

C. All excavation on this Project is bid as unclassified and any rock removed in the progress of the project will not increase the cost to the Owner.

D. Dewatering is not a separate pay item.

1.03 PROGRESS AND PAYMENTS SCHEDULES

A. Within fifteen (15) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a construction schedule of the Critical Path Method (CPM) type which depicts the Contractor's plan for completing the contract requirements and show work placement in dollars versus contract time. The Engineer must approve the Contractor's construction schedule before any payments will be made on this contract.

B. Within fifteen (15) days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Engineer must approve the Contractor's periodic estimate before any payments will be made on this contract.

C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.

D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time he requests a payment on this contract.

E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.

F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the Contractor shall submit

the current periodic estimate and construction schedule (both updated and revised) for the Engineer's review and approval before the Owner makes monthly payments. The Contractor shall submit five (5) current copies of each (periodic estimate and construction schedule) when requesting payment.

1.04 CONDITIONS FOR PAYMENT

A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate; EXCEPT the Owner will retain five percent (5%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.

B. No payment will be made for stored materials unless a proper invoice from the supplier is attached to the pay request. Further, no item whose value is less than $1,000.00 will be considered as stored materials for pay purposes.

C. Payment for manhole items shall be limited to seventy-five percent (75%) of the installed quantity until the manhole items installed have been tested and accepted by the Engineer. Acceptance by the Engineer is contingent upon the review of post-installation inspection and any other project documentation required by these Specifications. Payment for pipeline items shall be limited to ninety percent (90%) of the installed quantity until final clean-up and restoration.

H. The Owner may reduce the percent of retainage once the project has achieved satisfactory progress and is at the fifty percent (50%) mark. If the percent retainage is reduced, the dollar amount of retainage for work-in-place will not be reduced but will remain constant following the fifty percent (50%) constructed status. The retainage on the equipment items shall be determined as defined hereinbefore.

I. Additionally, the Owner may reinstate the retainage to a full five percent (5%) of the scheduled value of work-in-place and material items should the Owner, at its discretion, determine that the Contractor is not making satisfactory progress or there is other specific cause for such witholding.

1.05 CLAIMS FOR EXTRA WORK

A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost, he shall give the Engineer written notice of said claim within seven (7) days after the receipt of such instructions, and in any event before proceeding to execute the work, stating clearly and in detail the basis of his claim or claims. No such claim shall be valid unless so made.

B. Claims for additional compensation for extra work, due to alleged errors in spot elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work than would reasonably be estimated from the Drawings and topographical maps issued.

C. Any discrepancies which may be discovered between actual conditions and those represented by the topographical maps and Drawings shall at once be reported to the Engineer, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Engineer.

D. If, on the basis of the available evidence, the Engineer determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided herein for "Changes in the Work".

E. By execution of this Contract, the Contractor warrants that he has visited the site of the proposed work and fully acquainted himself with the conditions there existing relating to construction and labor, and that he fully understands the facilities, difficulties, and restrictions attending the execution of the work under this Contract. The Contractor further warrants that he has thoroughly examined and is familiar with the Drawings, Specifications and all other documents comprising the Contract. The Contractor further warrants that by execution of this Contract his failure when he was bidding on this Contract to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, in no way relieves him from any obligation under the Contract, and the Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.06 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK

A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:

1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials, and use of equipment, plus a maximum 15 percent for added work or a minimum 15 percent for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the 15 percent (maximum for added work and minimum for deleted work) is interpreted to mean the subcontractor's supervision, overhead and profit, and an additional 5 percent (maximum for added work and minimum for deleted work) may then be added to such costs to cover the General Contractor's supervision, overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Equipment costs shall be based on current rental rates in the areas where the work is being performed but, in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.

2. By estimate and acceptance in a lump sum.

3. By unit prices named in the Contract or subsequently agreed upon.

B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.

C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.

D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written Change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.

E. All excavation shall be bid as unclassified and rock removal shall be at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - PAYMENT

4.01 MEASUREMENT

The quantities for payment for each line section included in this project and under this contract shall be as shown on the Plans or in the Owner's geographic information system (GIS) database. If discrepancies are found between lengths shown on the Plans and the actual length of pipe installed, the Contractor shall notify the Engineer immediately. Each discrepancy found shall be measured along the centerline of the pipe, verified by the Engineer, and approved by the Owner before payment will be allowed. If the project is modified by the addition or deletion of sewer lines to be pipe burst, the quantities of such lines, either added or deleted, shall be as shown on the Plans or in the Owner's GIS database.

4.02 PAYMENT ITEMS

A. The pay items listed below refer to the project pay items - Attachment A1: Bid Quantities, and are the only pay item under the base bid for this contract.

1. Replace ring and lid with ring and lid provided by the City of Huntsville (Complete and inplace including all labor and materials other than ring and lid) (Bid Item #2)

   a. Measurement and payment for the lid installation shall be for each unit installed.

   b. Contractor will be responsible for picking the ring and lid up at 1800 Vermont Road at the inspectors request for work and installing the unit at a specified location. Old ring and lid to be removed and the old lid placed with the inspector for stock yard placement.

2. Raise elevation of manhole ring and lid in easement per foot with cone or riser being provided by the City (Complete and inplace including all labor and materials other than risers or cones) (Bid Item #3)

   a. Measurement and payment for the manhole, except as otherwise specified, will be based on the length of manhole in linear feet raised by the contractor as measured by the inspector.

   b. b. Contractor will be responsible for picking the manhole materials up at 1800 Vermont Road at the inspectors request for work and installing the unit at a specified location. Old materials removed shall be dumped at the WPC fill area also located at 1800 Vermont Road.

3. Stop manhole water infiltration with the use of chemical grout and seal with hydraulic cement (Bid Item #4)

   a. Measurement and payment for the water stoppage, except as otherwise specified, will be based on each leak identified by the COH inspector.

   b. Payment for leak will be made for each leak reguardless of the amount of resin and /or hydraulic cement used in the repair. Contractor is responsible

4. Stop water infiltration from invert and around pipe connections ,on 4' and 5' manholes, with chemical grout cement, rework inverts to like new fashion and line manhole with approved cementitious liner to 1 foot above the pipe crowns. (Bid Item #5)

a. Measurement and payment for the invert and infiltration stoppage, except as otherwise specified, shall be for each manhole invert.

b. Payment for invert will be made at the Contract unit price for each and shall be full compensation for all excavation, dewatering, backfill and compaction, manhole preparation and repairs, replace manhole invert and bench to correct size and grade, asphalt and concrete removal and replacement, bypass pumping, traffic control, grading, landscaping, removal and replacement of fencing and mailboxes, testing, and for all equipment and all other work necessary to complete the installation as specified.

5. Replace invert and grout manhole to 12" above shelf line (Complete and inplace including all labor and materials and bypass pumping if necessary) (Bid Item #6)

a. Measurement and payment for the invert, except as otherwise specified, shall be for each manhole invert.

b. Payment for invert will be made at the Contract unit price for each and shall be full compensation for all excavation, dewatering, backfill and compaction, manhole preparation and repairs, replace manhole invert and bench to correct size and grade, asphalt and concrete removal and replacement, bypass pumping, traffic control, grading, landscaping, removal and replacement of fencing and mailboxes, testing, and for all equipment and all other work necessary to complete the installation as specified.

6. Completely line interior of 4' diameter manhole with 1/2" cementitious Alumiliner (or Approved Equal) to specifications up to a depth of 6' and rebuild invert (Complete and inplace including all labor and materials and pumping if necessary) (Bid Item #7)

a. Measurement and payment for the lining, except as otherwise specified, will be based on each manhole six feet or less in depth.

b. Payment for manhole lining will be made at the Contract unit price per each manhole for the size and type installed and shall be full compensation for all other work necessary to complete the installation as specified.

7. Completely line interior of 4' diameter manhole with 40 mil thick epoxy coating per linear foot of manhole (Complete and inplace including all labor, prep and materials and pumping if necessary) (Bid Item #8)

a. Measurement and payment for the lining, except as otherwise specified, will be based on each linear foot of manhole greater than the six foot base price (Item #7).

b. Payment for manhole lining will be made at the Contract unit price per each manhole for the size and type installed and shall be full compensation for all other work necessary to complete the installation as specified.

8. Completely line interior of 4' diameter manhole with 40 mil thick epoxy coating per linear foot of manhole (Complete and inplace including all labor, prep and materials and pumping if necessary) (Bid Item #9)

   a. Measurement and payment for crushed stone shall by vertical liner foot of 4' diameter manhole.

   b. Payment for manhole epoxy lining will be made at the Contract unit price per each manhole for the size and type installed and shall be full compensation for all other work necessary to complete the installation as specified.

9. Install inside drop bowl and abandon existing memphis tee piping. Item includes bulkheading existing lower line, grout filling drop on old T, hand forming invert in main carrier pipe and rebuilding invert for new piping (Bid Item #10)

   a. Measurement and payment for drop bowls shall be per each unit installed

   b. Payment for drop bowl installation shall be full compensation for bowls installed to Manufacturers specification, invert work to handle redirected flow, grout and other materials for filling void in old Tee drop, and smoothing hydraulic cement invert in vertical opening of the existing mainline.

B. Any and all other items of work listed in the Specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in the pay item.

- END OF SECTION -

ATTACHMENT "K"

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): WEAVER ENVIRONMENTAL SERVICES CO., INC.
- City of Huntsville current taxpayer identification number (if available): 181621. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 117-719 AL
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): PRESIDENT

Type or legibly write name: SHAUN GONZALES Date: JUNE 26,2013

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 221994

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Weaver Environmental Services Co.,Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

E-VERIFY IS A SERVICE OF DHS

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: Weaver Environmental Services Co. Inc.

Vickie W Gonzales
Name (Please Type or Print) Title

Electronically Signed 06/16/2009
Signature Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print) Title

Electronically Signed 06/16/2009
Signature Date

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 221994

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Weaver Environmental Services Co. Inc.

Company Facility Address: 7142 Wall Triana Highway
Madison, AL 35757

Company Alternate Address:

County or Parish: MADISON

Employer Identification Number: 630956718

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS

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

Name:	Vickie W Gonzales		
Telephone Number:	(256) 837 - 3650	Fax Number:	(256) 895 - 0650
E-mail Address:	sgonzales@bellsouth.net		

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION

PROJECT NUMBER 65-13-SP35

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

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

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

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00, or as otherwise set by Owner. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. These specifications, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Plans shall govern over Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications, and Plans. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle unless otherwise noted.

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

2. PROPOSAL PREPARATION

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

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

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

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be

rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

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

3. QUANTITIES

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

4. CHANGE ORDERS

(A) Change to Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within three (3) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within three (3) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(B) Change to Unit Price.

Prices to remain firm for the first year of the contract term. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

(C) Change to Items.

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

(D) Change to Contract Time.

The undersigned bidder understands that the Contract Time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis. The City of Huntsville reserves the right to extend this contract for an additional one (1) year period on an annual basis up to two (2) times provided the contract does not exceed three (3) years. Such extension of the contract shall be made by letter issued by the City Engineer or his authorized representative.

Each work order will have a contract time assigned by OWNER based upon a particular project. Beginning and end dates for each project will be stated and issued with the Notice to Proceed (NTP) authorization letter prior to the commencement of work.

All claims for adjustment in the contract time shall be determined by OWNER.

(E) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

Monthly anticipated adverse weather delay work days based on (5) day work week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractors scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER. A list of all subcontractors proposed for use on the project shall be provided to at the time that bids are received. This document will be known as ATTACHMENT "C". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "C' are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the owner. If subcontractors are not approved, you will be notified prior to approval of contract by City Council. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

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

8. PERFORMANCE AND PAYMENT BONDS

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. **Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER, a payment (labor and material) bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.**

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "E".

11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

12. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors or for material or labor; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. A sample copy of the invoice is attached as Attachment "F". The OWNER will provide the disk to the contractor. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 33 FOR INFORMATION ON FINAL PAYMENT.

13. EXAMINATION OF SPECIFICATIONS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS

Before submitting a proposal, bidders shall examine carefully the proposal form, standard specifications, supplemental specifications, contract and special provisions. It is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the requirements of standard specifications, supplemental specifications, special provisions and contract. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the sole responsible of the bidder.

14. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions together with any addenda thereto made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

15. COMMENCEMENT OF WORK

All work shall begin within three (3) days of the work authorization after Contractor is notified unless delay is authorized by a City of Huntsville representative. Once work has begun, it should be completed in the shortest reasonable time and within the calendar days allocated for completion of the project. If work is not completed as allocated, Contractor will pay liquidated damages in accordance with Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until all work is completed.

16. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

17. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400
$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

18. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

19. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

20. TERMINATION FOR CONVENIENCE

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause. Initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

21. TERMINATION FOR CAUSE

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

22. UNBALANCED BIDS

The City may reject a bid as non-responsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

23. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$2,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

2. Professional Liability

N/A

3. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will
require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer or Record shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT

1. Other Than Professional Liability Exposures

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

24. DOMESTIC PREFERENCES

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

25. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this contract.

26. NO DAMAGES FOR DELAYS

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in § 80.09 of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

27. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

28. CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated :

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

29. WARRANTIES

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

30. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractor's who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

31. W-9 TAXPAYER FORM

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

32. FINAL PAYMENT

Final payment is based upon each separate project work order issued by OWNER and made payable to construction contractor after contractor provides the following: advertising of completion for four (4) consecutive weeks, and lien waivers have been provided from all subcontractors. This final payment will be retainage only. All work will be complete prior to advertisement of completion. Advertisement of completion will be in a Huntsville local newspaper. The final payment request of retainage only will be submitted along the advertisement of completion, warranties, and lien waivers.

33. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

34. LIEN WAIVERS

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

35. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

For the purpose of determining the lowest responsive, and responsible bidder, the OWNER shall consider the total base bid amount only, with the award going to the lowest overall bidder. It is understood that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and the bidder offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the original bid submittal. The undersigned bidder also understands that when lump sum bids are called for, bidder will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. Basis of payment will be determined by the actual quantities measured (to be determined by the COH) and multiplied by the contract bid unit prices as originally submitted with the bid documents.

36. NON-RESIDENT BIDDERS

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

37. CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement

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

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

38. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS

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

39. NPDES CONSTRUCTION REQUIREMENTS

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

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

39. E-VERIFY – NOTICE

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

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

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

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

40. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.

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

41. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

42. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

43. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

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

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

45. SUCCESSORS AND ASSIGNS

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

46. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

47. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

48. ENTIRE AGREEMENT

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

PERIODIC BID FOR EMERGENCY MANHOLE REHABILITATION
Project No. 65-13-SP35
June 20, 2013

Addendum #1

The attached pre-bid meeting minutes, all addenda, and attachments for the above- referenced project will become part of the contract documents.

Contractors are authorized to download quantities from website and paste to floppy disk or CD-RW (preferably in a live/flash drive format) of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be submitted and signed with original bid packet. If a price discrepancy is found on bid disk or CD-RW, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

CLARIFICATIONS REGARDING BONDS:

Paragraph Three - Page 2 of Attachment B (Proposal) in the specifications currently reads as follows:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.

shall be deleted in its entirety and replaced with the following:

Within fifteen (15) days after the date of notice of acceptance of this proposal to execute the contract and to furnish to the City of Huntsville, Alabama, a labor and material bond and a performance bond, each in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.

Clause No. 8 – PERFORMANCE AND PAYMENT BONDS in the specifications currently reads as follows:

8. PERFORMANCE AND PAYMENT BONDS

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER, a payment (labor and material) bond and a performance bond, each in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.

shall be deleted in its entirety and replaced with the following:

8. PERFORMANCE AND PAYMENT BONDS

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER, a payment (labor and material) bond and a performance bond, each in the amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00), to remain in effect for the duration of the contract, and allowed by State Law, and approved by the OWNER.

GENERAL NOTES:

1. The Reliner Specifications and Diagram are included in this addendum as an attachment.
2. This addendum is sent via email; please acknowledge receipt of the addendum with a reply to the sender.

All addenda must be acknowledged either on the outside of the bid envelope or on the third page of your bid proposal known as Attachment "B".

Attachments: Pre-Bid Minutes
Reliner Specifications & Diagram

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

PROJECT NAME: Periodic Bid for Emergency Manhole Rehabilitation

PROJECT # : 65-13-SP35

DATE: June 13, 2013

PROJECT ENGINEER: Shane Cook

The following people were in attendance at the Pre-Bid meeting:

Jimmie G. Gonzales	Wesco
Shaun Gonzales	Wesco
David Lowe	Pro Shot Concrete
Will Marsh	Rutherford Contracting
Scott Posey	Rutherford Contracting
Nathaniel Williams	Mumford
Dale Kinney	Garver
Mark Huber	COH-WPC
Shane Cook	COH-WPC
Mary Hollingsworth	COH-Eng
Penny Kelly	COH-Eng

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

   Shane Cook is the Project Engineer.
   Mark Huber is the Superintendent over the collections system for the City of Huntsville.
   Dale Kinney, with Garver Engineers, will be the inspector on the project.
   Mary Hollingsworth & Penny Kelly handle the contracts.

2. Project Engineer gave a brief description of work.

   This project includes 24-hours Emergency On-Call sanitary sewer manhole rehabilitation with arbitrary quantities which may or may not be used. The manhole rehabilitation includes invert replacement, inflow stoppage with chemical resins, cementitious lining of manholes, ring and lid replacements, Memphis Tee abandonment, drop bowl installations and various other manhole rehabilitation processes.

   The contract time for this periodic contract is one (1) year from the date of award, with services provided on an as-needed basis with up to the Not to Exceed (NTE)

Amount. The City of Huntsville reserves the right to extend the contract time for up to two (2) additional one (1) year periods with each renewal year having a new NTE Amount in the same amount as the initial year. Notification of yearly renewal shall be by written letter by the City Engineer. Account Nos. will be assigned individually as work orders are delivered to the Contractor.

3. Progress Schedule of Operations was discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**

   Dale Kinney goes around and checks out basins and depending on what he comes back with, Water Pollution Control (WPC) starts assigning work. Some basins have a lot of work; some basins don't have much work at all. There is some historical stuff from smoke testing. WPC finds problems; they get a group of them together and then they call someone in to fix them.

4. Discussed all Permits.

   There are not really any permits on this project. Basically the only permits the Contractor will have is if they happen to be in an area where major traffic control will be required or if a section of the street has to be shut down in order for the Contractor to get to it. At that point, Dale will aid the Contractor in getting the information to Engineering. Engineering has a process set up to issue a press release; Contractors must give at least forty-eight (48) hours' notice to Engineering in order for the Press Release to be issued; seventy-two (72) hours' notice is preferred.

5. Utility Project Notification – Utility company representatives gave a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

   It was stated that almost everything is inside the manhole or on top of the manhole; the only time the Contractor will be digging is possibly sometime on an abandonment of a Memphis Tee. Most of the time that work is being done from the inside also. There is not a lot of digging. If there is digging, Contractors are required to call One-Call forty-eight (48) hours ahead of time. As Contractor is not really digging, there will not be a lot of utility company notification necessary. Dale knows all the utility entities. There are a couple of entities here in town that are not on One-Call, namely WPC and a couple of other divisions of the City that will have to be called out separately.

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract. Only submittals will be on the cementitious materials and the epoxy.

   There are no shop drawings or working drawings. There will be material submittals on the products that the Contractor uses.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

   There will not be any right-of-way issues or easement issues because everything the Contractor will be working on will be existing and will be in an existing right-of-way or easement. There will be some that will be in the middle of the street, and some of them will be in the middle of a resident's backyard. Some might be on the side of Monte Sano Mountain. Manholes might be sitting basically anywhere. Probably seventy-five (75) percent of the time, the Contractor will be able to drive to the manhole. On the other twenty-five (25) percent of the manholes, the Contractor will have to carry materials in. It will be up to the Contractor as to how they get the materials to the job site.

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

   No other projects will have conflicts. Every so often, if there is a Contractor in town, and something happens and there is another Contractor working for the City tieing into a manhole on a project, and if that manhole starts falling apart or whatever the case is, and WPC cannot snatch it out and put a new one in because it's falling apart, then the Contractor for this Periodic Bid will have to deal with another Contractor. WPC will send the manhole rehab Contractor over to rehabilitate that manhole; this has only happened once or twice in three (3) years. There are coordination issues sometimes with flow monitors; that is something that will be worked out on a case-by-case basis. Some of the manholes that will need to be worked in have flow monitors in them. This will be a rare event as there are only twenty-eight (28) flow monitors out of 30,000+ manholes.

9. Contractor is required to submit pricing (Attachment "A") on either a 3- ½" floppy disk or CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The bid disk or the CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD-RW, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

Performance Bond will be set up with $100,000.00 limit on the Performance Bond. Once a group of manholes are together and the Contractor has been sent out to work, in no way will the project be run over $50,000.00. Once the $50,000.00 has been met, that project will be stopped and the Contractor will advertise that $50,000.00 project. While that project is advertising, the Contractor will be operating on the second $50,000.00 out of that $100,000.00 bond. Basically we're keeping it so that the Contractor is rotating in and out; if there's that much work going on, the Contractor is always within the bond limits.

11. Project Engineer discussed plans, specs and special provisions.
a. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

1	**A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES)** The way the Periodic Bids in the City of Huntsville works, is that the Contractor will be assigned a lump sum amount of manholes and at that point in time, WPC will estimate the project and the Contractor will end up with 3% of whatever the quantities for that project are.
2	**Replace ring and lid with ring and lid provided by the City of Huntsville (Complete and in place including all labor and materials other than ring and lid)** WPC keeps waterproof lids, standard lids, even a few specialized lids on the yard at 1800 Vermont Road, off South Parkway, here in Huntsville. If a new ring and lid are needed on whatever manhole the Contractor is working on, Dale will take the Contractor to WPC's yard to get one to put on. Everything, other than the ring and lid itself, will all be the Contractor's responsibility.

3	**Raise elevation of manhole ring and lid in easement per foot with cone or riser being provided by the City (Complete and in place including all labor and materials other than risers or cones)** WPC has a standard contract with Hanson and WPC also keeps assorted risers and cones on the yard. The contract with Hanson states that they (Hanson) has to keep two (2) of every standard riser and cone made on their yard for WPC's use at all times. It doesn't happen often, but sometimes the TVI guys will find a manhole that is buried and if it is in an area that is being rehabbed anyway the Contractor will raise it up and rehab below it. WPC should have material in stock at either 1800 Vermont or on Stringfield Road at Hanson Corporation at any point in time.
4	**Stop manhole water infiltration with the use of chemical grout and seal with hydraulic cement** This will be the gushers running inside the manholes. Some of them, especially in the Hampton Cove or Dug Hill areas, or even some places out west, groundwater will be about 2' down. Even in the middle of the ten (10) year drought there was still major leaks in manholes.
5	**Stop water infiltration from invert and around pipe connections ,on 4' and 5' manholes, with chemical grout cement, rework inverts to "like new" fashion and line manhole with approved cementatious liner to 1 foot above the pipe crowns.** This is a specific item. There are a lot of manholes that were installed in the 1980s that were not installed correctly. There are new cement manholes, most of them have boots on them, but a lot of the boots aren't tightened up or they're basically leaking under the pipe, getting under the invert, and it might be surfacing anywhere in that manhole. Most of these problems are in Hampton Cove where there is bad ground water. This unit item is for these situations.
6	**Replace invert and grout manhole to 12" above shelf line (Complete and in place including all labor and materials and bypass pumping if necessary)** This will be for a lot of the older manholes where the invert either never was there or it is completely eaten up and gone or there were clay bricks underneath and cement came off the top of the clay bricks and now it's just debris in there. This item is specifically for that.
7	**Completely line interior of 4' diameter manhole with 1/2" cementatious Alumiliner (or Approved Equal) to specifications up to a depth of 6' and rebuild invert (Complete and in place including all labor and materials and pumping if necessary)** This is the standard. Anything 6' and below on a brick manhole; full rehab inside that manhole.
8	**Completely line interior of 4' diameter manhole with cementatious Alumaliner (or approved equal) per foot beyond a manhole depth of 6' (Complete and in place including all labor and materials and pumping if necessary)** Anything above 6', this is a per foot item.

9	**Completely line interior of 4' diameter manhole with 40 mil thick epoxy coating per linear foot of manhole (Complete and in place including all labor, prep and materials and pumping if necessary)** We don't use this item a lot. There is not a lot of gassed erosion in the manholes. We do have a few around where some of the force mains discharge.
10	**Install inside drop bowl and abandon existing memphis tee piping. Item includes bulkheading existing lower line, grout filling drop on old T, hand forming invert in main carrier pipe and rebuilding invert for new piping.** The Memphis Tees, whether old clay ones, old ductile ones, or even PVC ones, pretty much every one of them has ended up in failure at some point in time. WPC has gone to inside drop bowls. Reliner is the brand name that WPC uses. Basically the Contractor ends up abandoning the bottom pipe inlet on the Memphis Tee; then go up and fill the drop coming down from the top, smooth out the invert on the bottom of that from inside the manhole, then the Contractor installs a drop bowl on the inside of the ma manhole; which is, for lack of better terminology, almost looks like a plastic urinal bolted to the wall. Then there is a 6" or 8" line going straight down. Then you end up with stainless steel straps holding the pipe to the wall. There is a stainless steel strap every 4'. There are four (4) bolts on the unit itself. Contractor is basically redhead anchoring a PVC pipe to the wall. Contractor is responsible for providing these. In the specifications there should be a call-out on what is used. Most of the time it is a 6" bowl on an 8" line and it takes a typical piece of PVC pipe that hooks to the bowl with a 45 at the bottom to work into the invert. Contractor is basically making a new invert for the 45 at the bottom of the manhole. The local vendors keep them in stock because that is what WPC uses when they're putting them in.

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

c. State of Alabama classification required was stated. (MU) Municipal & Utility or MU-(S) Specialty Construction Sewer or Pipelines/Underground piping.

d. Council: 7/11/13

e. (included whether construction trailer is required and whether as-builts are required) No construction trailer is required because the Contractor will not be in one area; they will be all over the City. There are typical regions of the City that the Contractor will be in-Old sections of the City where brick manholes are found is the section we're in now, mainly downtown down to South Parkway. Anything in Northeast Huntsville is mostly brick manholes. When the Contractor moves into the Hampton Cove area, those will be new manholes. There will be some water stoppage in Hampton Cove. Contractor can probably look at a map and know what he will be doing in that area if he has an idea of how old that area is in the system.

Contractor will be given a map that shows street locations and manholes inside that map. The work orders will be survey grade maps.

f. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

The underlined statement in Clause #9 is a revised statement effective 4/9/13; special attention is directed to this revision.

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder.

The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

The underlined statement in Clause #24E is a revised statement effective 4/9/13; special attention is directed to this revision.

24E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or

for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

There are no shop drawings on the Periodic Bid. Shane Cook said he'd check the specs and if the Reliner drop bowl is not in there, a diagram will be issued in the Addendum.

18. **LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400
$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

The way this contract is set up, the Contractor is called and will come into town and do the work. If the Contractor is not showing up doing the work, the Contractor will not get future work. The contract will be cancelled. Liquidated damages do not apply.

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

The only thing the Contractor will worry about on sequence of construction is when they get on the bigger lines it will be a lot easier to do them at night than it will be in the middle of the day.

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

There should not be any roadway cuts. A couple of manholes have had to be raised where the asphalt has had to be patched. There could be a case where the manhole could not be worked on from the inside.

14. Any subcontractors present should be given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "C" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall

not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

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

- Bidders' attention is directed to the following item (#53) in the "Supplement to General Requirements for Construction of Public Improvements" document as posted on the COH website for this project:

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

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

17. Asked if there are any further questions.

Q: Is there still a twenty-four (24) hour response time?
A: Yes. Contractors are expected to respond within twenty-four (24) hours.

Q: What about the qualifications?

A: There are minimum footages on the Superintendent and minimum footages on the Contractor itself. On the front end documents, the qualifications that are to be turned in when the bid is submitted are listed. The qualifications for the Superintendent that is on-site are actually higher than the qualifications for the Contractor. Shane Cook said he is adamant about having a qualified Superintendent on every rehab project he has.

18. All questions will be answered and all clarifications made by addendum. Last day for questions concerning this project before the bid will be **June 18 , 2013 until 5:00 p.m.** via fax (256) 427-5325 or email to: mary.hollingsworth@huntsvilleal.gov. Response to contractor questions will be **June 20, 2013 until 5:00 p.m.** **Bids open: June 26, 2013 at 10:00 a.m.** in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.

General Notes:

The award of bid will be based on unit prices only.

Every item on the bid must be bid.

For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for four (4) weeks and retainage is held until proof is submitted. The proof of advertisement is required, any lien waivers involving subcontractors, and any warranties. If there are no lien waivers, a letter is required stating there are no lien waivers.

To get a project started, Odessa Sales, in the Engineering Department, will get a PO#, start and end date, and fax to contractor. The original will be mailed.

The contract is good for one (1) year; can be extended up to three (3) years.

Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991).

Each project will be considered as a separate project as far as retainage is concerned.

Bond is required for one (1) year at the award of bid; if bid is extended to the same Contractor, bond must be extended.

Courteous people are needed to work on the projects because they will deal with the public in some sensitive areas at times while working on the projects.

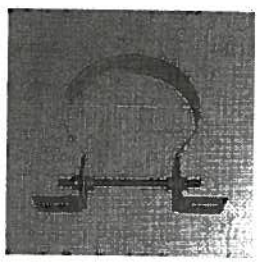
INSIDE DROP BOWLS
STAINLESS PIPE BRACKETS
MANHOLE CHANNEL SYSTEMS

for Sanitary Sewer Infrastructure Repair and Construction

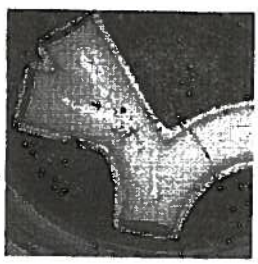
RELINER® / Duran Inc.

Home
Products
Inside Drop Bowl >>
Pipe Brackets >>
Channel System >>
Wet Wells >>
Custom >>
Parts & Pricing
Submittals
Download CAD/PDF
Order Sheet
Info Request
Client List

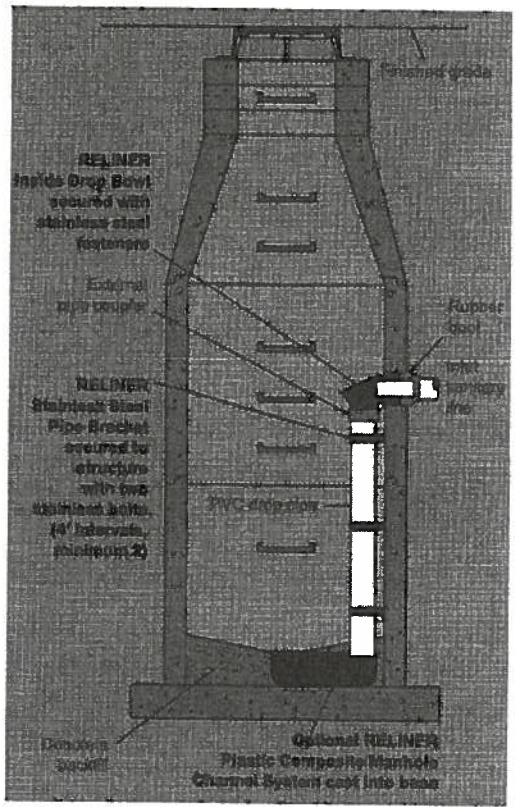
INSIDE DROP BOWL controls the drop rate of effluent inside a sanitary manhole.



Stainless Steel **PIPE BRACKETS** securely attach drop pipes to manhole walls reliably and easily.



CHANNEL SYSTEM is a castable form system that becomes the effluent channel liner.



RELINER® / Duran Inc.
53 Mt. Archer Rd.
Lyme CT 06371
800-508-6001
860-434-0277
860-434-3195 fax
duran@reliner.com

All of our products are proudly made in the USA
of durable marine grade fiberglass and stainless steel.
U.S. PATENTS # 5553973 & 6074130
CANADIAN PATENTS # 2176074 & 2269565
Additional Patents Pending

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Site Design: Good Design, LLC

RELINER® INSIDE DROP SYSTEM SPECIFICATIONS

1. PRODUCT NAME

RELINER® INSIDE DROP SYSTEM
U.S. Patent 6074130 Canadian Patent # 2269565
All RELINER Products are proudly made in the U.S.A.

2. MANUFACTURER

RELINER®/Duran Inc.
53 Mount Archer Rd.
Lyme CT 06371
Phone: (800) 508-6001, (860) 434-0277
Fax: (860) 434-3195
E Mail: duran@reliner.com
Web site: http://www.reliner.com

3. PRODUCT DESCRIPTION

Basic Application: RELINER® INSIDE DROP SYSTEM is a plastic composite collection device that facilitates the controlled drop of effluent into the main stream flow of a sanitary manhole. The Drop Bowl permits easy inspection and cleaning without the need to enter the structure. The custom made adjustable stainless steel straps fully support the drop pipe.

Advantages of the INSIDE DROP SYSTEM by RELINER®:

- Reduce maintenance
- Eliminate confined space entry
- Speed Inspection
- Simplify cleaning
- Reduce turbulence and odor
- Solids and liquids remain together
- Erosion of structure eliminated
- High corrosion resistance
- Allow workers to enter structure without risk of effluent contact
- Increase pump life in Wet Wells

Composition and Materials: RELINER® DROP BOWL is hand fabricated in the USA from marine grade fiberglass. The clamping pipe supports are of 304 stainless steel with 18-8 stainless nuts and bolts.

These materials have extremely high resistance to sewer acids while providing very smooth, low maintenance assemblies.

The open design allows for grade level inspection and cleaning while containing the incoming material and conducting it smoothly into the main flow of the system.
The RELINER Drop system is compatible with virtually all types of manhole construction and rehabilitation technologies and materials.

RELINER® INSIDE DROP SYSTEM SPECIFICATIONS

4. TECHNICAL DATA

RELINER® INSIDE DROP components consist of
1) Standard size composite Drop Bowls
2) Stainless steel adjustable clamping brackets

RELINER composite components are hand and chopper gun laminations of these properties:

Physical Properties of Unsaturated Polyester Resin Reinforced Laminates
(33 / 66 Glass / Resin 1.5 oz mat Laminates .125 in.)

Flexural Strength (psi)	ASTM D-790	27,100
Flexural Modulus (psi)	ASTM D-790	1,157,000
Tensile Strength (psi)	ASTM D-638	16,700
Tensile Modulus (psi)	ASTM D-638	1,457,000
Tensile Elongation (%)	ASTM D-638	1.54
Hardness, Barcol 934.1	ASTM D-2583	55 - 60

Physical Properties of ISO Gel Coat

	Room Temperature Cured for 45 hours	Post Cured at 50 for 24 hours
Tensile Strength	6,218	6,581
Elongation, %	2.70	1.90
Flexural Strength, psi	11,363	11,329
Heat Distortion, °F	0.544×10^6	0.713×10^6
Mandrel Flex, Mandrel Diameter in Inches	–	1.0

Stainless steel clamping bracket materials:
304 series non-magnetic stainless steel - 11GA
18-8 series non-magnetic stainless steel 3/8 x 18

Sample Specification for RELINER® INSIDE DROP SYSTEM:

All new and/or existing manhole structures employing inside drop connections for services and collector sewers shall use the RELINER® Inside Drop Bowl components as produced by RELINER® / Duran Inc. 53 Mt. Archer Rd. Lyme CT 06371 (800) 508-6001, fax (860) 434-3195 or equal. Bowl size shall be determined by incoming pipe sizes and flow rates. The bowl shall be installed as per manufacturer's instructions using stainless steel fasteners. The drop pipe of SDR 35, Schedule 40 or other shall be securely attached to the manhole wall using stainless steel RELINER® Adjustable Clamping Brackets and stainless steel fasteners. Bracket interval shall be 4 feet maximum (minimum of 2 brackets). The connection of Drop Bowl to drop pipe shall be by flexible external pipe coupler. The turn-out at the base end of the drop pipe shall be accomplished with an appropriately angled PVC pipe elbow (45 degree recommended).

RELINER® INSIDE DROP SYSTEM SPECIFICATIONS

5. INSTALLATION

1. Select **Drop Bowl** of size appropriate to flow rate and pipe diameter. Examples:
(The "A" Bowl with 4" outlet will service up through full 6" inlets. The "A" Bowl with 6" outlet will service up through full 8" inlets. Can be used for 10" & 12" inlet moderate flows.
The "B" Bowl with 8" outlet will service up through full 10" inlets. The "B" Bowl with 10" outlet will service up through full 12" inlets. Can be used for 15" and 16" moderate flows. Larger sizes and flat configurations are also available)

2a. Trim incoming pipe so that only 2" maximum protrudes into manhole.

2b. For improved flow control, cut a "V" shaped notch at bottom edge of incoming pipe.

3. Center Drop Bowl directly under incoming pipe, allow approximately 1" clearance between pipe and bowl.

4. Attach Drop Bowl to manhole wall with four 3/8" diameter stainless steel bolts in lead expansion anchors. (See following instructions).

   (1) Drill a 3/4"hole into the base material to the required depth (approximately 1-1/4" deep.)
   (2) Blow the hole clean of dust and other material.
   (3) Insert the anchor into the hole (Lead shield out).
   (4) Position a setting tool or a 9/16 socket against the anchor outer cone. (The outer rim of the tool or socket should seat onto the lead shield rim.)
   (5) Using the tool or socket, set the anchor by driving the lead sleeve over the cone using several <u>sharp</u> hammer blows. (Be sure the anchor is at the required embedment depth.)
   (6) Position the fixture, insert screw or bolt and tighten.

5. Cut and mount drop pipe of diameter appropriate to Drop Bowl size and flow using RELINER adjustable stainless steel clamping brackets. Use a minimum of 2 brackets with a maximum spacing of 4 feet. (RELINER clamping brackets will adjust to allow drop pipe to maintain correct stand off from wall). We recommend the use of SDR 35 PVC pipe for a drop pipe but we produce pipe brackets for most types of drop pipe.
6. Connection from Drop Bowl to drop pipe shall be by flexible external pipe connector ("Fernco" recommended.)
7. Install appropriate pipe elbow to provide smooth transition into channel flow.

Our Drop Bowl warranty is void if the drop pipe is not installed with the correct RELINER pipe support brackets as these brackets fully support the drop pipe and hold it off the wall the correct distance.

OPTIONAL DROP BOWL INSTALLATION ANCHORS: These parts are shipped assembled.

3/8 X 1" X 16 18-8 stainless hex cap screw full thread
3/8 18-8 stainless washers
3/8 16 x 1-1/4 lead tamp-in expansion anchors

RELINER® INSIDE DROP SYSTEM SPECIFICATIONS

6. AVAILABILITY AND COST

RELINER® products are manufactured by Duran Inc. of Lyme CT and are sold nationally through local distributors and :

RELINER®/Duran Inc.
53 Mount Archer Rd.
Lyme CT 06371
800-508-6001
860-434-0277
860-434-3195 Fax
Http://www.reliner.com
duran@reliner.com

Price varies with complexity. Contact sales for quote 800-508-6001or visit our web site at www.reliner.com for suggested price list.

7. WARRANTY

Contact sales at above numbers for copy of warranty.

8. MAINTENANCE

Normal maintenance consists of routine inspection and flushing with a hose or pressure washer.

9. TECHNICAL SUPPORT

For technical consultation or additional information, and for custom design and fabrication services, please call or write Duran Inc. 53 Mt. Archer Rd. Lyme, CT 06371. Phone (800) 508-6001 (860) 434-0277 Fax (860)434-3195

E Mail: duran@reliner.com

Visit our web site at: **http://www.reliner.com**

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Weaver Environmental Services Company, Inc., in the amount of FOUR HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($432,750.00), for Periodic Bid for Emergency Manhole Rehabilitation, Project No. 65-13-SP35, which is being submitted to the City Council of the City of Huntsville for approval on this the 11th day of July, 2013, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

Kathy Martin
Director of City Engineering
City of Huntsville

Shane Cook
Director of Water Pollution Control
City of Huntsville

E-VERIFY – NOTICE

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

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

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

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

Weaver Environmental Services Company, Inc.
(Company)

BY:
(Authorized Representative)