

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jun 25, 2015

Action Requested By: Water Pollution Control

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and LTS Construction, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, LTS Construction, L.L.C, for Periodic Bid for Emergency Pipe Bursting-2015, Project No. 65-15-SP44

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 periodic bid is to provide for trenchless technology pipe replacement of 8" & 10" sanitary sewer lines. The project will be used in emergencies or when situations dictate that trenchless technology is more cost effective than open cut repair for a total contract amount of \$2,459,090.00. 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 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.

Associated Cost: \$2,459,090.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

6/25
Park

Department Head: Shae [Signature]

Date: _____

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Water Pollution Control

Council Meeting Date: 6/25/2015

Department Contact: Shane Cook

Phone # 256-883-3719

Contract or Agreement: Construction Contract

Document Name: LTS-Periodic Bid Emergency Pipe Bursting Project No. 65-15-SP44

City Obligation Amount: \$2,459,090.00

Total Project Budget: \$2,459,090.00

Uncommitted Account Balance: 0

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

Procurement Agreements

| | |
|-----------------|--------------------|
| <u>Title 39</u> | <u>Competitive</u> |
|-----------------|--------------------|

Grant-Funded Agreements

| | |
|-----------------------|-------------|
| <u>Not Applicable</u> | Grant Name: |
|-----------------------|-------------|

| Department | Signature | Date |
|---|----------------------|----------------------|
| 1) Originating | <i>Shane Cook</i> | <i>June 16, 2015</i> |
| 2) Legal | <i>Mary C. Cates</i> | <i>6/17/2015</i> |
| 3) Finance | <i>[Signature]</i> | <i>6/18</i> |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

RESOLUTION NO. 15-

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 between the City of Huntsville and the low bidder, LTS Construction, L.L.C., in the amount of TWO MILLION FOUR HUNDRED FIFTY-NINE THOUSAND NINETY AND NO/100 DOLLARS (\$2,459,090.00) for Periodic Bid for Emergency Pipe Bursting-2015, Project No. 65-15-SP44, 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 LTS Construction, L.L.C. for Periodic Bid for Emergency Pipe Bursting-2015, Project No. 65-15-SP44" consisting of a total of one (1) page plus ninety-five (95) additional pages consisting of Attachments A-I, Sections 00400, 01015, 01025, 02260, 02600, 02625 and 02628, 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 June 25, 2015, 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 25th day of June, 2015.

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

APPROVED this the 25th day of June, 2015.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
LTS CONSTRUCTION, L.L.C.
FOR
PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44**

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 25th day of June, 2015, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and LTS CONSTRUCTION, L.L.C., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Periodic Bid for Emergency Pipe Bursting-2015, Project #65-15-SP44, 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".

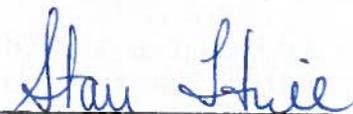


LTS Construction, L.L.C

BY:

Tommy Battle, Mayor

ATTEST:



Charles E. Hagood
City Clerk Treasurer

Mark Russell
City Council President

DATE: June 25, 2015

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44

TABLE OF CONTENTS

| | |
|---|---------------|
| Bid Quantities | ATTACHMENT A |
| Bid Proposal | ATTACHMENT B |
| Addenda Acknowledgment Form | ATTACHMENT C |
| Subcontractor's Listing | ATTACHMENT D |
| References of Similar Projects | ATTACHMENT E |
| Notice to Contractors | ATTACHMENT F |
| Sample Copy of Invoice | ATTACHMENT G |
| W9-Taxpayer Form | ATTACHMENT H |
| City of Huntsville Report of Ownership Form | ATTACHMENT I |
| Supplements to Contractor's Qualification Statement | SECTION 00400 |
| Work Sequence | SECTION 01015 |
| Measurement and Payment | SECTION 01025 |
| Site Restoration | SECTION 02260 |
| Maintaining Wastewater Flow | SECTION 02600 |
| Point Repair | SECTION 02625 |
| Pipe Bursting | SECTION 02628 |

SUPPLEMENT TO GENERAL REQUIREMENTS

| SECTION | SECTION NO. |
|--|-------------|
| General | 1 |
| Proposal Preparation | 2 |
| Quantities | 3 |
| Change Orders | 4 |
| Maintain Office | 5 |
| Subcontractors | 6 |
| Bid Bond | 7 |
| N/A | 8 |
| Liability Insurance | 9 |
| Licenses and Classifications | 10 |
| Permits | 11 |
| Payment | 12 |
| N/A | 13 |
| Examination of Plans, Specifications, Special Provisions, and Site Work | 14 |
| Inclusions to Contract | 15 |
| Commencement of Work | 16 |
| Contract Time | 17 |
| Liquidated Damages | 18 |
| Storage of Materials | 19 |
| Traffic Flow | 20 |
| Termination for Convenience | 21 |
| Termination for Cause | 22 |
| Unbalanced Bids | 23 |
| Additional Insurance Requirements | 24 |
| Domestic Preferences | 25 |
| Time is of the Essence | 26 |
| No Damages for Delays | 27 |
| Contractor Responsible for Locating Utilities Prior to Construction Initiation | 28 |
| Correction to City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991-Recovery Time | 29 |
| Warranties | 30 |
| Coordination with other Contractors | 31 |

TABLE OF CONTENTS
PAGE TWO

| | |
|--|----|
| W-9 Taypayer Form | 32 |
| Final Payment | 33 |
| Project Completion Date | 34 |
| Record Drawings | 35 |
| Lien Waivers | 36 |
| Lowest Responsible Bidder | 37 |
| Non-Resident Bidders | 38 |
| Correction to Section 80.08C of The City of Huntsville "Standard Specifications for Construction of Public Improvements" | 39 |
| Correction to section 80 – Prosecution & Progress 80.01 subletting and contract. (a) limitations | 40 |
| Correction to Section 80 – Prosecution and Progress 80.03 Progress Schedule of Oper. | 41 |
| Correction to Section 80 – Prosecution and Progress 80.09(b) | 42 |
| Correction to Section 105 – Excavation and Embankment | 43 |
| Correction to Section 847 – Pipe Culvert Joint Sealers | 44 |
| NPDES Construction Requirements | 45 |
| DELETION of Section 50.01 – Authority of Engineer of Record | 46 |
| Shop Drawings | 47 |
| E-Verify Statement | 48 |
| City of Huntsville Engineering Department Construction Requirements | 49 |
| Survivability of Contract Provisions | 50 |
| Surety Bonds | 51 |
| Governing Law | 52 |
| Alabama Immigration Act | 53 |
| Successors and Assigns | 54 |
| Written Notice | 55 |
| Rights and Remedies | 56 |
| Entire Agreement | 57 |

| ATTACHMENT "A" | | | | | | 6/11/2015 |
|---|--|---------|----------|------------|----------------|--|
| City of Huntsville | | | | | | |
| Periodic Bid for Emergency Pipe Bursting 2015 | | | | | | |
| Project No. 65-15-SP44 | | | | | | |
| 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 and possible 24-hour project notification | | | | | |
| 1 | A. CONTRACT MOBILIZATION, (3% OF THE TOTAL COST OF THE WORK ORDER ADJUSTED FOR FINAL QUANTITIES) | 3 | | | | 3% of the total cost of the work order adjusted for final quantities |
| 2 | PIPE BURSTING - INSTALL 8" HDPE PIPE REPLACING EXISTING 6" PIPE (MATERIAL AND INSTALLATION) | 12,000 | LF | \$ 49.37 | \$592,440.00 | |
| 3 | PIPE BURSTING - INSTALL 8" HDPE PIPE REPLACING EXISTING 8" PIPE (MATERIAL AND INSTALLATION) | 25,000 | LF | \$ 48.77 | \$1,219,250.00 | |
| 4 | PIPE BURSTING - INSTALL 10" HDPE PIPE REPLACING EXISTING 8" PIPE (MATERIAL AND INSTALLATION) | 500 | LF | \$ 55.00 | \$27,500.00 | |
| 5 | PIPE BURSTING - INSTALL 10" HDPE PIPE REPLACING EXISTING 10" PIPE (MATERIAL AND INSTALLATION) | 1,500 | LF | \$ 54.00 | \$81,000.00 | |
| 6 | REINSTATE SERVICE CONNECTION (MATERIAL AND INSTALLATION) | 350 | EA | \$ 870.00 | \$304,500.00 | |
| 7 | REPLACE SERVICE LATERAL (MATERIAL AND INSTALLATION) | 7,000 | LF | \$ 15.00 | \$105,000.00 | |

| ATTACHMENT "A" | | | | | | 6/11/2015 |
|--|--|---------|----------|------------|-------------|-----------------------|
| City of Huntsville | | | | | | |
| Periodic Bid for Emergency Pipe Bursting 2015 | | | | | | |
| Project No. 65-15-SP44 | | | | | | |
| 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 and possible 24-hour project notification | | | | | |
| 8 | POINT REPAIR (MATERIAL AND INSTALLATION) | 50 | EA | \$ 180.00 | \$9,000.00 | |
| 9 | CRUSHED STONE BACKFILL MATERIAL | 10,000 | TN | \$ 7.00 | \$70,000.00 | |
| 10 | 4" Cleanout with NDS 1200 box cover | 350 | EA | \$ 144.00 | \$50,400.00 | |
| 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. | | | | | | \$2,459,090.00 |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE. UNIT PRICE SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTAL ITEMS REQUIRED FOR INSTALLATION. | | | | | | |
| COMPANY <u>LT's Construction, LLC</u> SIGNATURE <u>[Signature]</u> DATE <u>6/11/2015</u> | | | | | | |

ATTACHMENT "B"
PROPOSAL

TO: THE CITY OF HUNTSVILLE

**Public Services Building
320 Fountain Circle
Huntsville, Alabama**

PROPOSAL OF LTS Construction, LLC

(NAME)

104 Kenmore Ave Winchester, TN 37398
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44

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, materials 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 a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015

PROJECT NO. 65-15-SP44

Page Two

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. 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 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. The City of Huntsville reserves the right to extend the contract for an additional two (2) years as provided by State Law. Each project will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates will be stated and shall be signed by contractor accepting the terms for each work authorization.

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.

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:

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 as allowed by State Law, and approved by the OWNER. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015

PROJECT NO. 65-15-SP44

Page Three

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 11, 20 15.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)

SIGNATURE OF BIDDER Terry T. Smith

BY Terry T. Smith

ADDRESS OF BIDDER 104 Kenmore Ave - Winchester, TN 37398

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

Terry T. Smith 1782 Greasy Cove Rd - Huntland, TN 37345

Lisa A. Smith 1782 Greasy Cove Rd - Huntland, TN 37345

OUR CONTRACTOR'S STATE LICENSE NO. IS 38136

(IF A CORPORATION)

SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES PRESIDENT _____

OF SECRETARY _____

OFFICERS TREASURER _____

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

| <u>ADDENDUM NO.</u> | <u>DATE RECEIVED</u> |
|----------------------------|-----------------------------|
| No. 1 | June 5, 2015 |
| | |
| | |
| | |
| | |

COMPANY LTS Construction, LLC
SIGNATURE *Eric A. Smith*
TITLE Business Manager
DATE June 5, 2015

ATTACHMENT "D"

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44

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.

| <u>TASKS TO BE PERFORMED</u> | <u>SUBCONTRACTOR NAME</u> | <u>LICENSE NO.</u> | <u>ADDRESS</u> | <u>ITEM #'S OF WORK TO BE PERFORMED</u> |
|---|----------------------------------|---------------------------|-----------------------|--|
| 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 "E"

PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44

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. Project: Tanyard Branch Sewer Rehabilitation
Owner: Fayetteville Public Utilities
Address: 408 College Street West - Fayetteville, TN
Contact: Grayson Ray - FPU Rep - (931) 433-1522
Contact: Dudney Fox - Engineer - (615) 476-0706

2. Project: Laten Bottom Sewer Rehabilitation
Owner: Fayetteville Public Utilities
Address: 408 College Street West - Fayetteville, TN
Contact: Grayson Ray - FPU Rep - (931) 433-1522
Contact: Dudney Fox - Engineer - (615) 476-0706

3. Project: Radio City Sewer Rehabilitation
Owner: Fayetteville Public Utilities
Address: 408 College Street West - Fayetteville, TN
Contact: Grayson Ray - FPU Rep - (931) 433-1522
Contact: Dudney Fox - Engineer - (615) 476-0706

4. Project: Emergency Pipe Bursting
Owner: City of Huntsville, AL
Address: 320 Fountain Circle - Huntsville, AL
Contact: Mark Huber (256) 261-9402

5. Project: East Side Sewer Rehabilitation
Owner: City of Pulaski, TN
Address: 203 S 1st St - Pulaski, TN
Contact: Dennis Bowman - Inspector (615) 330-7192

ATTACHMENT "F"

MANDATORY Pre-Bid meeting to be held on Thursday, June 4, 2015 at 9:30 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 Pipe Bursting-2015, more particularly known as Project No. 65-15-SP44

Description of Project: The purpose of this periodic is to provide for emergency pipe bursting of 6", 8" and 10" sanitary sewer piping to be used for rehabilitation on emergency overflows or when Water Pollution Control's (WPC) in-house forces cannot rehabilitate areas to meet deadlines outside their control. Each project will be designated by the City of Huntsville, utilizing unit prices for the commonly performed contractor work items. Construction of these projects is intended to be performed within the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization. Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule. Contractor must meet experience requirements and be able to respond onsite within twenty-four (24) hours of an emergency call from WPC.

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 Pipe Bursting-2015, more particularly known as Project No. 65-15-SP44 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 11th day of June, 2015, 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. Contract Document Order of precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal Including Attachments)
3. Supplement to General Requirements
4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT 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 CD-RW (preferably in a live/flash drive format) in the Excel format. 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. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then 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") is applicable to 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, 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 and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included in the project specifications.

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 required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. 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) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

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), commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts 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". 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.

Advertise Date: 5-31-15

ATTACHMENT "G"
SAMPLE FORM

**REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION**

PROJECT NAME AND NUMBER: _____

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____
 CONTRACT DURATION _____ DAYS
 START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS
 TIME C.O. # 1 _____
 TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
 TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ _____ CURRENT \$ _____
 C.O. # 1 \$ _____
 C.O. # 2 \$ _____
 C.O. # 3 \$ _____

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

MATERIAL STORED (INVOICE ATTACHED) \$ _____

RETAINAGE (5%) OF 50% OF CONTRACT \$ _____

AMOUNT EARNED AFTER RETAINAGE \$ _____

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

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: _____

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: $\frac{\text{TIME ELAPSED TO DATE}}{\text{TOTAL CONTRACT TIME (3)}} = \frac{0}{0} = \text{DAYS}$
 B: PROJECT COMPLETION: $\frac{\text{TOTAL EARNED TO DATE (2)}}{\text{TOTAL CONTRACT AMOUNT}} = \frac{-}{-} = \text{\#DIV/0!}$
 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 labor, materials 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 (if this is the final estimate) 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: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

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 "I"

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): LTS Construction, LLC
- City of Huntsville current taxpayer identification number (if available): Taxpayer # 28298
(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 |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship | Not Applicable |
| <input type="checkbox"/> General Partnership | Not Applicable |
| <input type="checkbox"/> Limited Partnership (LP) | Number & State: |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | Number & State: |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State: |
| <input checked="" type="checkbox"/> LLC (Multi-Member) | Number & State: 607-247 Alabama |
| <input type="checkbox"/> Corporation | Number & State: |
| <input type="checkbox"/> 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: *Lisa A. Smith* Title (if applicable): Business Manager

Type or legibly write name: Lisa A. Smith Date: June 11, 2015



Company ID Number: 181821

**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 **LTS Construction, LLC** (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).



Company ID Number: 181821

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



Company ID Number: 181821

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 888-484-4218.
- 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.

E-Verify



Company ID Number: 181821

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 181821

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 181821

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



Company ID Number: 181821

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.



Company ID Number: 181821

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

E-Verify™



Company ID Number: 181821

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



Company ID Number: 181821

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.



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Company ID Number: 181821

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 LTS Construction, LLC

Lisa A Smith

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/16/2009

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/16/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 181821

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

| | | | |
|--------------------------|-----------------------------------|--------------------|-------------------------|
| Name: | Mary H Stewart | Fax Number: | (931) 968 - 9305 |
| Telephone Number: | (931) 968 - 9303 | | |
| E-mail Address: | helenstewartts@hotmail.com | | |
| Name: | Lisa A Smith | Fax Number: | (931) 968 - 9305 |
| Telephone Number: | (931) 968 - 9303 | | |
| E-mail Address: | lsmithn@mindspring.com | | |
| Name: | Terry T Smith | Fax Number: | (931) 968 - 9305 |
| Telephone Number: | (931) 968 - 9303 | | |
| E-mail Address: | lsmithn@mindspring.com | | |

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:

Terry T. Smith - 1782 Greasy Cove Rd, Huntland, TN 37345

Lisa A. Smith - 1782 Greasy Cove Rd, Huntland, TN 37345

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: Fayetteville Public Utilities

Address: 408 College Street West

Address: _____

City, State, Zip: Fayetteville, TN

Contact: Grayson Ray

Phone: (931) 433-1522

Project Name: Tanyard Branch Sewer Rehabilitation

Project Description: Rehabilitation of sewer lines to include: pipe bursting, manhole replacement/rehab and service line projects

Installed Length of Pipe per Each Pipe Size:

6"-1,498' 8"-9,322' 10"-2,247'

- (2) **Owner/Agency:** Fayetteville Public Utilities
Address: 408 College Street West
Address: _____
City, State, Zip: Fayetteville, TN
Contact: Grayson Ray
Phone: (931) 433-1522

Project Name: Laten Bottom Sewer Rehabilitation
Project Description: Rehabilitation of sewer lines to include: pipe bursting, manhole replacement/rehab and service line projects

Installed Length of Pipe per Each Pipe Size:
6"-348', 8"-1,935', 16"-1,245' and 18"-2,261'

- (3) **Owner/Agency:** Fayetteville Public Utilities
Address: 408 College Street West
Address: _____
City, State, Zip: Fayetteville, TN
Contact: Grayson Ray
Phone: (931) 433-1522

Project Name: Radio City Sewer Rehabilitation
Project Description: Rehabilitation of sewer lines to include: pipe bursting, manhole replacement/rehab and service line projects

Installed Length of Pipe per Each Pipe Size:
8"-4,760'

- (4) **Owner/Agency:** City of Huntsville, AL
Address: 320 Fountain Circle
Address: _____
City, State, Zip: Huntsville, AL
Contact: Mark Huber
Phone: (256) 261-9402

Project Name: Year 3 - Periodic Bid for Emergency Pipe Bursting Phase II
Project Description: Emergency bursting of 8" & 10" sewer lines for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:
8"- 26,630' and 10"-5,095'

- (5) **Owner/Agency:** City of Pulaski
Address: 203 South 1st Street
Address: _____
City, State, Zip: Pulaski, TN
Contact: Dennis Bowman
Phone: (615) 330-7192

Project Name: East Side Sewer Rehabilitation
Project Description: Rehabilitation of sewer lines to include: pipe bursting, manhole replacement/rehab and service line projects

Installed Length of Pipe per Each Pipe Size:
8" - 11,784'

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: City of Huntsville, AL
 Address: 320 Fountain Circle
 Address: _____
 City, State, Zip: Huntsville, AL
 Contact: Mark Huber
 Phone: (256) 261-9402

Project Name: Year 2 - Periodic Bid for Emergency Pipe Bursting Phase II
 Project Description: Emergency bursting of 8" & 10" sewer lines for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:

8" - 24,841' 10"- 3,621'

- (2) Owner/Agency: City of Huntsville, AL
 Address: 320 Fountain Circle
 Address: _____
 City, State, Zip: Huntsville, AL
 Contact: Mark Huber
 Phone: (256) 261-9402

Project Name: Year 1 - Periodic Bid for Emergency Pipe Bursting Phase II
 Project Description: Emergency bursting of 8" & 10" sewer lines for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:

8" - 32,960' 10"- 1,986'

- (3) Owner/Agency: City of Huntsville, AL
 Address: 320 Fountain Circle
 Address: _____
 City, State, Zip: Huntsville, AL
 Contact: Mark Huber
 Phone: 9256) 261-9402

Project Name: Year 3 - Periodic Bid for Emergency Pipe Bursting Phase I
 Project Description: Emergency bursting of 8" & 10" sewer lines for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:

8" - 37,136' 10"- 735'

(4) Owner/Agency: City of Huntsville, AL
Address: 320 Fountain Circle
Address: _____
City, State, Zip: Huntsville, AL
Contact: Shane Cook/Mark Huber
Phone: (256) 427-5300

Project Name: Year 2 - Periodic Bid for Emergency Pipe Bursting Phase I
Project Description: Emergency bursting of 8" & 10" sewer lines
for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:

8" - 35,630' 10"- 2,626'

(5) Owner/Agency: City of Huntsville, AL
Address: 320 Fountain Circle
Address: _____
City, State, Zip: Huntsville, AL
Contact: Shane Cook/Mark Huber
Phone: (256) 427-5300

Project Name: Year 1 - Periodic Bid for Emergency Pipe Bursting Phase I
Project Description: Emergency bursting of 8" & 10" sewer lines
for overflows/deadline schedules

Installed Length of Pipe per Each Pipe Size:

8" - 24,168' 10"- 3,586'

B. Bidder's Reference List - Project Experience Record

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

1. The Bidder has installed a minimum of 150,000 linear feet, of the same products and using the same methods bid in this project, in the United States, with a minimum of 5,000 linear feet in diameters 15" or larger within the last five years.
2. The Bidder has been actively involved in the direct field installation of the same products and using the same methods bid in this project for a minimum of five years.
3. The Bidder's qualified superintendent has a minimum of five years supervisory field experience, completed at least three projects containing a total of 5,000 linear feet of 12" or larger pipe, and completed a minimum of 250,000 linear feet of the same products and using the same methods bid in this project.

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):

(DUPLICATED PAGE)

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

Owner/Agency: City of Attalla, AL
Address: 612 North 4th Street
Address: _____
City, State, Zip: Attalla, AL
Contact: Jason Nicholson
Phone: (256) 441-9200

Project Name: Multiple Projects 2010-2015
Project Description: Sanitary Sewer Rehab by Pipe Bursting

Installed Length of Pipe per Each Pipe Size:
8"-13,629, 10"-1,650', 12"-4,498, 16"-1,007', 18"-178'
20"-320' and 22"-402'

Owner/Agency: City of Gadsden, AL
Address: 512 Albert Rains Blvd
Address: _____
City, State, Zip: Gadsden, AL
Contact: Brian Purcell
Phone: (256) 543-2884

Project Name: Multiple Projects 2013-2015
Project Description: Emergency Sewer Repairs by Pipe Bursting

Installed Length of Pipe per Each Pipe Size:
8"-4,831', 10"-1,820' and 18" 1,263'

Owner/Agency: City of Mt. Pleasant, TN
Address: _____
Address: _____
City, State, Zip: Mt. Pleasant, TN
Contact: Bobby Nutt
Phone: (931) 446-2572

Project Name: Multiple Projects - 2013-2014
Project Description: CDBG Sewer Rehabilitaiton Projects

Installed Length of Pipe per Each Pipe Size:
8"-8,845' and 10"-799'

- END OF SECTION -

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 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 prisms 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 pipeline items shall be limited to seventy-five percent (75%) of the installed quantity until the pipeline items installed have been tested and accepted by the Engineer. Acceptance by the Engineer is contingent upon the review of post-installation television inspection video 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 withholding.

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. Pipe Bursting - Install 8" HDPE Pipe Replacing Existing 6" Pipe (Bid Item #2)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.
 - b. Payment for pipe will be made at the Contract unit

price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line tangent to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

2. Pipe Bursting - Install 8" HDPE Pipe Replacing Existing 8" Pipe (Bid Item #3)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.
3. Pipe Bursting - Install 10" HDPE Pipe Replacing Existing 8" Pipe (Bid Item #4)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials,

point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

4. Pipe Bursting - Install 10" HDPE Pipe Replacing Existing 10" Pipe (Bid Item #5)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

5. Reinstate Service Connection (Bid Item #6)
 - a. Measurement and payment for service connection reinstatement, except as otherwise specified, will be based on the actual number of active service connections reinstated.
 - b. Payment for service connection reinstatement will be made at the Contract unit price per each active service connection reinstated and shall be full compensation for all excavation, dewatering, service connection reinstatement, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all equipment and all

other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

6. Replace Service Lateral (Bid Item #7)

- a. Measurement and payment for the pipe, except as otherwise specified, will be based on the laying length of the pipe in linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines.
- b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, fittings and accessories, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all equipment and all other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

7. Point Repair (Bid Item #8)

- a. Measurement and payment for point repairs, except as otherwise specified, will be based on the actual number of point repairs completed in excess of the number of point repairs included in Bid Items 1-4 as described in Part 4.02.A.1-4 of this Section.
- b. Payment for each point repair will be made at the Contract unit price per each point repair completed and shall be full compensation for all excavation, dewatering, cleaning, installation of pipe and other materials, fittings, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all equipment and all other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

8. Crushed Stone

- a. Measurement and payment for crushed stone shall be by quarry ticket weight and shall be turned in to Owner Representative on a daily basis.

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 -

SECTION 02260

SITE RESTORATION

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 02600

MAINTAINING WASTEWATER FLOW

PART 1 - GENERAL

This Section shall include all pumps, hoses, tank trucks, traffic control, clean up, and any other materials required to effectively by-pass pump and maintain continuous wastewater flow in the existing sewer system.

The Contractor shall furnish all labor, materials, tools and equipment necessary to maintain wastewater flows in the sewer by means of by-pass pumping around the sewer segment or manhole to maintain flow continuously until rehabilitation work is completed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

The Contractor shall contact the Owner Representative 48 hours in advance of any work related to wastewater flow control in existing systems. Procedures and equipment planned by the Contractor for maintaining wastewater flow during rehabilitation work shall be coordinated with the Owner Representative.

3.02 DEPTH OF FLOW

A. If the depth of flow in the existing sewer segment at a point upstream of the rehabilitation work is above the maximum allowable depth for television inspection, joint testing and/or sealing, flow shall be reduced to an acceptable level for lining or other rehabilitation by operation of pump station, plugging or blocking of the sewer, or by pumping and bypassing of flow as specified.

B. In performing television inspection, joint testing and/or sealing and other sewer rehabilitation work, the Contractor shall control the depth of flow in the sewer within the following guideline:

| MAXIMUM PIPE FLOW DEPTH | | | | | |
|--------------------------------|------------------------------|----------------------------------|------------------------------|----------------------|------------------------------|
| TELEVISION INSPECTION | | JOINT TESTING AND SEALING | | PIPE LINING | |
| PIPE DIAMETER | FLOW DEPTH, % OF DIA. | PIPE DIAMETER | FLOW DEPTH, % OF DIA. | PIPE DIAMETER | FLOW DEPTH, % OF DIA. |
| 6 - 10 in. | 20% | 6 - 12 in. | 25% | 6 - 10 in. | 20% |
| 12 - 24 in. | 25% | 15 - 24 in. | 30% | 12 - 24 in. | 25% |
| 27 in. or more | 30% | 27 in. or more | 35% | 27 in. or more | 30% |

C. When sewer line flows, as measured in the first manhole upstream of the sewer segment being rehabilitated, exceed the maximum depths listed above or inspection of the complete pipe periphery is necessary for effective testing, sealing or line work, the Contractor shall implement wastewater flow control methods at no additional cost to the Owner

3.03 SEWER PLUGGING OR BLOCKING

A. During any type of sewer rehabilitation work, if necessary to temporarily control wastewater flow, after proper notice is given to the Owner Representative, the Contractor may plug or block the sewer pipe.

B. A sewer line plug shall be inserted into the pipe at a manhole upstream from the section being inspected, lined, replaced, tested and/or sealed. The plug shall be so designed that during all or any portion of the operation, wastewater flows shall be shut off or substantially reduced in order to properly inspect the pipe at the invert. After rehabilitation work is complete, flows shall be restored to normal.

3.04 BYPASS PUMPING

A. Where pumping is required, for wastewater flow control, in the opinion of the Owner Representative, to assure completion of the inspection, replacement, lining or testing and sealing work, the Contractor shall furnish pumping equipment, traffic control, conduits, fittings, barricades, safety equipment, power and other necessary equipment. No pumping operations shall be performed from manhole to manhole in which wastewater is allowed to enter surface drainage facilities, ditches, or natural water courses.

B. Sanitary sewage shall be pumped directly into the nearest downstream available manhole, providing that the existing sewer has capacity to transport the flow, or, if no manhole is available, into tank trucks for hauling sewage. The Contractor shall be responsible for keeping pumps running continuously, 24 hours a day if required, until the by-pass operation is no longer required.

C. The by-pass system shall have adequate capacity to handle existing wastewater flow plus any additional peak flows which may occur during the rehabilitation work process.

3.05 PRECAUTIONS AND LIABILITY

A. During wastewater flow control operations, the Contractor shall take proper precautions to prevent flooding and/or damage to existing sanitary sewer facilities, or to public or private property.

B. The Contractor shall make repairs or replacements or rebuild any damaged section or sections of existing sewers, as directed by the Owner Representative. All such repairs, replacements, and rebuilding shall be paid for by the Contractor.

C. The Contractor shall make provisions as necessary for handling all flows in existing sewers, connections, and manholes by pipes, flumes, or by other approved methods at all times in which operations would interfere with normal functioning of those facilities.

D. The Contractor shall be responsible for the removal of any debris and sedimentation in the existing sewers, laterals and manholes, etc. which is attributable to work under this Contract.

E. All operations shall be performed by the Contractor in strict accordance with OSHA and any applicable local safety requirements. Particular attention of the Contractor is directed to safety regulations for excavations and entering confined spaces.

F. It is the Contractor's responsibility to notify any property owner having a sewer service connection on the sewer being rehabilitated that such work is being performed. The Contractor shall be solely responsible for any damage caused by property service connection backups caused by the Contractor's sewer rehabilitation operations.

G. If sewage should leak or spill during any of the Contractor's operations under this Contract, the Contractor shall immediately contact the Owner Representative and implement emergency containment actions.

- END OF SECTION -

SECTION 02625

POINT REPAIR

PART 1 - GENERAL

1.01 WORK INCLUDED

The work covered by this Section includes furnishing all labor, equipment and materials required to carry out point repairs on sanitary sewer lines as described herein.

1.02 RELATED WORK

- A. Section 01300 - Submittals
- B. Section 02600 - Maintaining Wastewater Flow
- C. Section 02619 - Television Inspection
- D. Section 02620 - Sanitary Sewer Cleaning

PART 2 - PRODUCTS

2.01 PIPE

All pipe used for point repairs shall be approved by the Owner Representative.

2.02 COUPLINGS

Elastomeric couplings for connecting replacement pipe to existing pipe shall be as manufactured by Fernco, or approved equal. Elastomeric couplings shall be fastened by two stainless steel adjustable clamps, type C-305 or approved equal, to form a watertight seal.

PART 3 - EXECUTION

3.01 METHOD OF REPAIR

A. The Contractor shall replace a sufficient number of entire pipe joints to ensure that incompetent pipe is removed and replaced. The bid price for each individual point repair shall include replacement of the total length of pipe required, in the manner discussed above, up to a length, per repair, of 15 feet.

B. If the length of the required replacement segment is not adequate

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to locate sufficient sound pipe for connection with the new section, the Contractor, at the Owner Representative's instruction, may be directed to replace additional sections of pipe such that an appropriate connection is possible.

C. The Contractor shall repair and replace all service wyes, tees, or taps encountered within the required replacement segment using material specified. Any service lines encountered within the point repair area shall be replaced up to competent pipe with the same size material and the type specified by the Owner.

D. Any service line or competent main line pipe broken by the Contractor shall be replaced at the Contractor's expense at the determination of the Owner Representative.

3.02 PREPARATION

A. Before commencing work, the Contractor shall determine that all requirements pertaining to scheduling of the work, the time approved by the Owner Representative for commencement, and coordination of work with the Owner Representative are being complied with.

B. All protection required to prevent damage to new materials, adjacent materials, equipment, fixtures, and finishes shall be provided.

C. Contractor shall provide proper ventilation for personnel working in the sewer.

D. Contractor shall provide all the material and equipment necessary for an alternate routing of the sewer flow per COH Standard Sanitary Sewer Specifications. Discharge shall be to a downstream sanitary sewer manhole.

E. Contractor shall provide all traffic control devices including flagmen, at and around the work area as per COH 1991 Specifications.

F. The sewer pipe should be cleaned and internally inspected by the Contractor in accordance with COH Standard Sanitary Sewer Specifications. Any conditions that would prevent proper installation of the point repair desired or require additional materials should be noted and brought to the attention of the Owner Representative.

G. Service connections should be noted and brought to the attention of the Owner Representative. Any services which are not to be reconnected after repair shall be identified by the Owner Representative.

H. Point repair locations shall be recorded as distance from the upstream manhole.

3.03 INSTALLATION

A. The Contractor shall remove any fences, base materials, storm sewers, etc: that interfere with the repair made at each specified point, and the Contractor is responsible for the replacement of said fences, base material, storm sewer etc., in the same or better condition than found as determined by the Owner Representative.

B. The Contractor shall replace the entire defective pipe section including at least one complete existing pipe length or section on each side of the defect. The bottom of the trench shall be reshaped so that the grade of the pipe replaced will match that required for the existing sewer line. The point repair shall be backfilled in accordance with the COH Standard Specification and as noted in the Documents. If the material in the bottom of the trench is of such consistency that it is not stable, then the Contractor shall stabilize the bottom of the trench by placing suitable materials at the direction of the Owner Representative. Elastomeric couplings, fastened by two stainless steel clamps, will be used to connect replacement pipe with existing pipe.

C. Service taps shall be repaired by replacing the service line back to competent pipe. A wye connection shall be made to the main line connection with the same size pipe and material as the replacement pipe.

D. Prior to backfilling, point repairs shall be inspected by the Owner Representative. After backfilling point repairs shall be internally televised per COH Standard Sanitary Sewer Specifications for final approval by the Owner Representative.

3.04 WARRANTY

The Contractor shall guarantee the work for a warranty period of two (2) year from the date of acceptance. If, at any time during the warranty period, any leakage, cracking, loss of bond, or other discontinuity is identified, the Contractor shall make repairs acceptable and at no additional cost to the Owner and extend the warranty period for an additional two (2) year from the date of repair acceptance.

- END OF SECTION -

SECTION 02628

PIPE BURSTING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This specification defines the approved systems method and materials for the rehabilitation of existing gravity sewer lines by the pipe bursting process.

B. The Contractor shall include all labor, materials, tools, dewatering, equipment and incidentals necessary to provide for the complete rehabilitation of deteriorated gravity sewer lines by the pipe bursting system.

C. The Contractor shall include all labor, materials, tools, equipment and incidentals necessary to provide for the complete replacement of all active service laterals connected to gravity sewers being rehabilitated by the pipe bursting system.

D. The Contractor shall construct new inverts in all existing manholes on the rehabilitated lines.

E. The pipe bursting system is defined as the reconstruction of gravity sewer pipe by installing an approved pipe material, by means of the pre-approved method set forth in the specification. The process involves the use of a static "moling" plug that bursts the existing sewer pipe. Forward progress of the "mole" may be aided by the use of hydraulic equipment or other apparatus, as specified in the approved methods.

F. This specification represents the minimum requirements and specifications for pipe bursting. The Contractor shall abide by any manufacturer's specifications that exceed these specifications.

1.02 RELATED WORK

- A. Section 02600 - Maintaining Wastewater Flow
- B. Television Inspection (See COH Standard Specifications for Sanitary Sewers)
- C. Sewer Cleaning (See COH Standard Specifications for Sanitary Sewers)

1.03 SUBMITTALS

A. The manufacturer's installation procedures shall be submitted for approval by the Owner Representative before the commencement of installation. The Contractor shall submit bypass pumping plan, traffic control plan, and

construction plan (handling procedures, insertion locations, material storage locations, project schedule, EPSC plan, cleanup plan, and residential notification) as applicable.

B. The Contractor shall submit with the bid proof of experience matching the outlines in Section 400, Bidders Qualifications.

E. Shop drawings and product data shall be submitted for approval before any work commences.

1.04 QUALITY ASSURANCE

A. All pipe shall be tested by an approved testing laboratory. A certificate of compliance with these specifications shall be provided by the laboratory.

B. All pipe shall be first quality, have smooth exterior and interior surfaces, be free from cracks, blisters and other imperfections, and be true to theoretical shapes and forms throughout each length. All pipe shall be subject to inspection by the Owner Representative at the pipe plant, trench, and other point of delivery for the purpose of culling and rejecting pipe, independent of laboratory tests, which does not conform to the requirements of this Section. Pipe which does not so conform shall be marked as such by the Owner Representative and shall not be delivered or used in the work. On-the-job repairing of rejected pipe will not be permitted.

C. Any pipe or specials which have been broken, cracked or otherwise damaged before or after delivery, or which have failed to meet the required tests, shall be removed from the site of the work and shall not be used therein.

D. All pipe and specials shall be new materials which have not been previously used.

1.05 PATENT INFRINGEMENT

The Contractor shall hold the Owner and Owner Representative whole and harmless in any legal action resulting from patent infringement.

1.06 PUBLIC NOTIFICATION

A. 72 hours prior to disruption of service, the Contractor shall notify property owners, public, residents, and all others who may be affected using a notification form approved by the Owner. Emergency work notification by the contractor will be at the discretion of the Owner Representative.

B. The Contractor shall use dye testing or another approved method for determining active service connections. Service lines that are not active are not to be reconnected unless directed by the Owner or Owner Representative.

C. The Contractor shall disrupt customer service for no longer than 12 hours. If service will be disrupted for more than 12 hours or overnight, the Contractor must notify affected customers and the Owner of the delay and make necessary arrangements to keep temporary service to the residence.

1.07 PROJECT DOCUMENTATION

A. The Contractor shall make a walk through video prior to the start of construction and another immediately after the completion of the project. These videos shall document the condition of the entire project area. The project name, contract number, and the date and time of filming shall be clearly identified in the videos. The location within the project area shall be clearly identified as filming progresses.

B. The Contractor shall take seven pre-rehab photos per 100 feet of sewer main detailing the project area.

C. The Contractor shall place the photos in a three-ring plastic photo cover and compile them in a three-ring binder. An index shall be included with each binder and provide the following information; corresponding photo number, contract number, street address as appropriate, record drawing number, contractor name, location by station, and date.

D. Videos and photo binders shall be submitted to the Owner's inspector at the earliest possible date.

E. Pre-construction video inspections, photo binders, and logs documenting the existing pipe conditions and construction areas shall be submitted not less than 72 hours prior to the commencement of pipe bursting activities. Emergency projects shall wave 72 hour submittal.

1.08 EXISTING DOCUMENTATION AVAILABILITY

The Owner will make available to the Contractor prior to commencement of work when available. The Contractor or Bidder shall make arrangements with the Owner to view this information by appointment only. See the contact information below:

Address: City of Huntsville
Water pollution Control Department
1700 Vermont road
Huntsville, AL 35804

Contact: Mr. Jason Ayers

Phone No.: (256) 883-3777

1.09 PROPERTY SERVICE CONNECTIONS

A. Existing property service connections conflicting with the proposed construction shall be adjusted by the Contractor after approval by the Owner Representative.

B. Property service connections that are not in service and are visibly plugged shall not be re-instated unless directed otherwise by the Owner's inspector. All property service connections that are abandoned shall be documented as follows: Contractor's name, Owner's inspector's name, upstream and downstream manhole, property address, distance from upstream

manhole and clock reading. The documentation shall be submitted to the Owner's representative prior to installation of the pipe.

1.10 QUALIFICATIONS

A. The Contractor is required to have at least one qualifying superintendent on the job during construction activities. The qualifying superintendent and crew that will be undertaking the work must meet the experience requirements noted in this Section. Crews and superintendent shall be able to respond onsite within twenty four hours of notification for an emergency project

B. A minimum of five (career) years flow diversion supervisory field experience is required.

C. See experience qualifications in section 00400 of the Supplemental specifications.

PART 2 - PRODUCTS

2.01 GENERAL

The finished replacement pipe shall be fabricated from materials which will be chemically resistant to withstand internal exposure to municipal wastewater and meet the material requirements specified in this section.

2.02 MATERIALS

A. HDPE replacement pipe shall conform to ASTM D-1248 and meet the requirements for Type III, Class B, Grade P34, Category 5, and have a PPI rating of PE 3408, when compounded. The minimum cell classification shall be 34543D or E under ASTM D-3350. The interior of the pipe shall be a light, reflective color to allow better viewing during TVI.

B. HDPE replacement pipe shall be rated SDR 17.

2.03 MATERIALS TESTING

A. Tests for compliance with this specification shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this specification. Polyethylene plastic pipe and fittings may be rejected to meet any requirements of this specification.

B. The Contractor shall provide certified test results of the properties of the polyethylene plastic pipe to the Owner Representative.

2.04 EQUIPMENT

A. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and

compressing the old pipe sections into the surrounding soil as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipe line.

B. The pipe bursting tool shall pull the polyethylene pipe with it as it moves forward and prevent collapse of the hole ahead of the polyethylene pipe.

C. The bursting action of the tool shall increase the external dimensions sufficiently, causing breakage of the pipe at the same time as expanding the surrounding ground. The action shall not only break the pipe, but create a sufficient void to enable forward progress. The polyethylene pipe, attached to the sleeve or rear of the burster, shall also move forward.

D. The Contractor shall protect the manholes to withstand forces generated by equipment and bracing used for pipe bursting.

E. Shoring of insertion pits and other confined entry areas must be accomplished using a separate system from that used to protect manholes and existing sewer lines.

2.05 PIPE JOINTING FOR HDPE PIPE

A. Jointing of HDPE pipe shall be by the butt thermal-fusion method and shall be performed in strict conformance with the pipe manufacturer's recommendations using approved equipment. All interior beads formed during the butt thermal-fusion process shall be removed by the pipe manufacturer's recommended reaming process. Fittings may be connected with stainless steel couplings, if fusion is not possible, with prior approval of the Owner Representative.

B. All joints shall be completely watertight, airtight and as strong as or stronger than the pipe wall, in strict accordance with the manufacturer's recommendations.

2.07 SERVICE LATERALS

A. Sewer service connections shall be connected to the new pipe by means of a fusion saddle, Inserta Tee, or approved equal, using approved methods and compatible materials as recommended by the manufacturer.

B. Laterals shall be replaced in accordance with the specifications cited in this section. A double wye, clean-out, and clean-out box shall be installed as shown on the Plans, immediately behind any existing asphalt or concrete (roadway surface, curb and gutter, etc), or as directed by the Owner and/or Owner Representative.

C. Residential service laterals shall not be less than 4" in diameter.

D. Ductile iron pipe service lateral pipe shall conform to ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, latest revision, with joints and fittings as specified. Ductile iron pipe service laterals shall be Pressure Class 350.

E. Push-in socket joints shall be equal to manufacturer's specifications for "Tyton," "Bell-Tite," or "Fastite." The joints shall consist of a rubber ring gasket compressed in groove in bell of pipe with beveled spigot end of pipe for initial centering into rubber gasket in bell and conform to ANSI/AWWA C111/A21.11.

F. All ductile iron fittings shall be pressure rated 350 and shall be ductile cast iron grade per ASTM A536-84 with same interior and exterior coatings as the pipe.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall transport, handle, and store pipes, fittings, and other materials as recommended by the manufacturer.

B. If new pipes or fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Owner Representative at the Contractor's expense, before proceeding further.

3.02 PREPARATION

A. The Contractor shall carry out operations under this section in strict accordance with all applicable OSHA Standards. Particular attention is drawn to those safety requirements involving work with entry into a confined space. It shall be the Contractor's responsibility to comply with OSHA Standards and Regulations pertaining to all aspects of the work.

B. It shall be the responsibility of the Contractor to perform a TV inspection of the sewer pipe immediately before pipe bursting to locate all active service line connections.

C. At the Owner Representative's discretion, the Contractor shall repair any line sags that are hydraulically unsound. The Contractor shall take any necessary measures to eliminate these sags by pipe replacement, digging a sag elimination pit and bringing the bottom of the pipe trench to a uniform grade in line with the existing pipe invert, or by other measures that shall be acceptable to the Owner Representative. A sag elimination pit may be required by the Owner or Owner's representative at a known sag location. At the Contractor's discretion, the Contractor may dig a pit near a manhole and dig to the known sag location for correction at no additional cost to the Owner. Said pit shall be the required point repair for the respective line segment and shall be considered incidental to the contract and included in the unit price for pipe bursting activities. If this option is exercised by the Contractor, the correction of the sag shall not constitute or be considered a separate point repair.

D. All protection required preventing damage to new materials, adjacent materials, equipment, fixtures, and finishes shall be provided.

E. The Contractor shall provide proper ventilation and protection for personnel working in the sewer.

F. The Contractor shall remove by coring a minimum of 4" of the manhole wall and invert channel around the outside of the existing pipe to accommodate the pipe bursting tool. Pipe bursting into a manhole will not be allowed until the manhole has been properly prepared for pipe bursting

activities. The Owner Representative shall approve the manhole preparation prior to commencement of pipe bursting activities. Manhole invert channel shall be removed to allow proper alignment of new piping through manhole. Replacement of concrete manhole invert and cement coating of manhole walls to one foot above the pipe entry shall be considered incidental to pipe bursting line item.

3.03 INSTALLATION PROCEDURES

A. Sections of polyethylene replacement pipe shall be assembled and joined on the job site above the ground. Jointing shall be accomplished by the heating and butt-fusion method in strict conformance with the manufacturer's printed instructions.

B. The butt-fusion method for pipe joining shall be carried out in the field by certified operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by the pipe manufacturer.

C. These joints shall have a smooth, uniform, double rolled back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All interior beads formed during the butt thermal-fusion process shall be removed by the pipe manufacturer's recommended reaming process. All joints shall be made available for inspecting by the Owner Representative before insertion. The replacement pipe shall be joined on the site in appropriate working lengths near the insertion pit.

D. The joint shall be allowed adequate cooling time before the removal pressure. The fused joint shall be watertight and have a tensile strength equal or greater than that of the pipe. All defective joints shall be cut out and replaced at the Contractor's expense.

E. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than 10% of the wall thickness shall not be used and must be removed from site. A defective area of pipe may be cut out and the remaining sections may be joint fused in accordance with manufacturer specifications. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness, or any other defect of manufacturing or handling as determined by the Owner or their representative shall be discarded and not used.

F. 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.

G. Pipe bursting of a new tangent shall not take place until all pipe has been fused and awaiting on placement.

H. Pipe bursting on new tangents shall not take place until previously bursted tangent laterals have been reinstated to service.

3.04 EXCAVATION FOR TRENCHES

Excavation for gravity sewers shall be in accordance with COH Standard specifications

3.05 SERVICE LATERALS

For vacant lots where collector lines pass through, there shall be at least one service lateral constructed to the property line. Location of the lateral shall be at the Owner Representative's discretion.

3.06 YARD PIPING INSTALLATION

A. Excavation and backfilling for pipeline trenches shall per COH Standard specifications

B. Minimum cover for all pipelines on this project shall be 3 ft. For pipe under pavements, the minimum cover is 4 ft. unless otherwise instructed by Owner Representative.

C. Jointing: The types of joints described hereinbefore shall be made in accordance with the manufacturer's recommendations.

D. Bituminous Pavement Replacement: Sections of pavement shall be replaced as required to install the pipelines under the work of this Section. Pavement replacement shall be as shown on the Plans.

E. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction.

3.07 SEALING AND BENCHES IN MANHOLES

A. The replacement pipe shall be installed with a tight fitting seal with the existing or new manhole. A Fernco CMA Water Stop Gasket or approved equal shall be placed circumferentially on the replacement pipe and encased with a cementitious non-shrink grout to prevent inflow at the manhole.

B. The top half of the pipe shall be neatly cut off and not broken or sheared off, at least four inches away from the manhole walls. The pipe shall not be cut prior to 24 hours after installation to allow for adequate environmental acclimation. The channel in the manhole shall be a smooth, continuation of the pipe(s) and shall be merged with other lines or channels, if any. Channel cross-sections shall be 'U' shaped with a minimum height of half to three fourths of the pipe diameter for 15 inches and larger. The side of the channels shall be built up with mortar/cement, as specified, to provide benches at a maximum of 1 in 12 pitch towards the channel.

C. The replacement pipe shall be sealed as specified above within 24 hours and all manhole sections shall be inspected individually for replacement pipe cutoff, benches, and sealing.

D. The replacement pipe shall be sealed as per City of Huntsville Design and Acceptance Manual for Sanitary Sewers, latest edition.

E. The replacement pipe shall be sealed and benches shall be restored in manholes within 24 hours of pipe installation.

F. Upon completion of construction activities, all manholes shall be hydraulically sound, allowing free and unobstructed passage of wastewater.

3.08 SERVICE CONNECTIONS

A. All sewer service connections shall be identified and located prior to the pipe insertion to expedite reconnection. Upon commencement, pipe insertion shall be continuous and without interruption between manholes, except as approved by the Owner Representative. Location of the service shall be made by inspection of the pre-construction TVI or other proven methods. Service connections to existing pipe within easement lines shall be excavated and exposed with the pipe connection clearly visible prior to the commencement of pipe bursting activities. Service connections to existing pipe under paving shall be clearly marked on the paved surface prior to the commencement of pipe bursting activities, but are not required to be excavated and exposed prior to the commencement of pipe bursting activities. Upon completion of the insertion of the new pipe, the Contractor shall complete the reconnection of services to customers immediately unless prior, written approval has been provided by the Owner.

B. Sewer service connections shall be connected to the new pipe by means of a fusion saddle, Inserta Tee or approved equal, using approved methods and compatible materials as recommended by the manufacturer.

C. After the replacement pipe is installed, the Contractor shall excavate and expose lateral location and fuse-weld a manufactured wye or install a saddle at the two o'clock or ten o'clock position. In soil groundcover, the service lateral shall be replaced to competent pipe. In a roadway, the service line shall be replaced to competent pipe and a double wye cleanout installed immediately behind and existing asphalt or concrete (roadway surface, curb and gutter, sidewalk, etc). Cut-in service connections shall be opened to reinstate full flow capacity of the lateral and shall be neat and smooth in order to prevent blockage.

C. Any connection not satisfactory to the Owner shall be repaired in accordance with the manufacturer's recommendations at no additional cost to the Owner.

D. All service connections in an easement shall be excavated and exposed prior to the installation of replacement pipe unless the Contractor has received written approval from the Owner Representative.

3.09 TESTING

A. General: See City of Huntsville Standard Specifications for Sanitary Sewers

B. Low Pressure Air Testing:

1. See City of Huntsville Standard Specifications for Sanitary Sewers

2. Test Equipment: The Contractor shall furnish all necessary equipment and personnel required to conduct the tests. Equipment used shall meet the following minimum requirements:

3. Test Procedure:

- a. The sewer line to be tested shall be flushed and cleaned prior to the test (a wetted pipe surface will produce more consistent results).
- b. All pneumatic plugs shall be seal-tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressured to 5.0 psig. The plugs shall hold against this pressure without movement of the plugs out of the pipe.
- c. See City of Huntsville Standard Specifications for Sanitary Sewers

4. Safety Precautions:

- a. See City of Huntsville Standard Specifications for Sanitary Sewers

3.10 WARRANTY

The Contractor shall provide the Owner a warranty to be in force and effect for a period of two (2) years from the date of acceptance by the Owner. The warranty shall require the Contractor to repair or replace the replacement pipe should leakage, separation, delamination, collapse, or other failure as determined by the Owner Representative result from faulty materials or installation.

- END OF SECTION -

**SUPPLEMENT TO GENERAL REQUIREMENTS
FOR
CONSTRUCTION OF PUBLIC IMPROVEMENTS
PERIODIC BID FOR EMERGENCY PIPE BURSTING-2015
PROJECT NO. 65-15-SP44**

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. 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 complementary 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, Huntsville, Alabama, 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 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) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contact time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of 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 ten 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 forty-five 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.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten 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 forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) 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.

| 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 and shall be properly licensed as required by Alabama State Law. (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)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER 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. 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.

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 percent (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 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.

8. N/A

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. 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 percent (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 for labor, materials and equipment; 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. 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 the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) 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 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, and the bid bond form, and 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 conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders.

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 bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. 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.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. 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.

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.

19. 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.

20. TRAFFIC FLOW

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

21. TERMINATION FOR CONVENIENCE

A. The City may for any reason whatever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the 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. 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.

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 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.

22. 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.

23. UNBALANCED BIDS

The City may reject a bid as nonresponsive 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.

24. 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.

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.

25. 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.

26. TIME IS OF THE ESSENCE

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

27. 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.

28. 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.

29. 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 or 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.

30. 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.

31. COORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the contractor to coordinate with other separate contractors 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.

32. 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

33. FINAL PAYMENT

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

_____(company name)_____ hereby gives Legal Notice of Completion of Contract with _____(project name)_____, _____(project no.(s))_____ located in the City of Huntsville, Alabama. All claims should be filed at _____(company address)_____ during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

34. 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.

35. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
 - a. Any changes during construction of roadway/intersections that differ from plan drawings.
2. **Sanitary Sewers:**
 - a. Gravity Line
 - i. Horizontal Location of Manholes – Northing and easting Coordinates
 - ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
 - iii. Changes in location of clean outs, or end of service lateral.

- iv. Changes in length, slope, size, or material of lines.
- b. Force Mains
 - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
 - ii. Horizontal and Vertical Location of Fittings/Bends
 - iii. Changes in length, size, depth or material of lines
 - iv. Changes in restraint types
- c. Pump Stations
 - i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
 - ii. Changes in Site Development and/or Landscaping
 - iii. Changes in Equipment

3. Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
 - i. Horizontal locations of Features – Northing and easting coordinates
 - ii. Vertical location of Features – Tops and Inverts
 - iii. Changes in type, size, or material of feature.
- b. Pipes / Culverts:
 - i. Document length
 - ii. Document slope
 - iii. Document size
 - iv. Document invert elevation
 - v. Changes in material of structure
- c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements)
 - i. Horizontal location (to verify location within described easements)

| | |
|--|--|
| For easement widths less than 15- feet | At 100-foot intervals along the centerline of feature. |
| For easement widths 15-feet or Greater | At 200-foot intervals along the centerline of feature. |

- ii. Vertical location (to verify positive drainage)

| | |
|----------------------------|--|
| For slopes less than 0.5% | At 50-foot intervals along the centerline of feature. |
| For slopes 0.5% or greater | At 100-foot intervals along the centerline of feature. |

- iii. Changes in width or material of feature.
- iv. Changes in location and type of geotechnical fabric used.
- v. Changes in overall grading of site topography.
- d. Detention / Retention Facility:
 - i. Changes in size, location, or material of facility.
 - ii. Changes in location and type of geotechnical fabric used.
 - iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

| DESIGN LEVEL | CONTENTS | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|-------------|-----------|-------|--------|-----------|------|-----------|
| 1 | State Plane | 0 | 0 | 0 | 20 | 0 | |

| | | | | | | | |
|----|--|---|-----|---|------|----|--------|
| | Coordinate Grid | | | | | | |
| 2 | Benchmarks | 0 | 0 | 0 | | | |
| 3 | Street Text | 0 | 3 | 0 | 20 | 0 | |
| 4 | Street R/W | 7 | 0 | 0 | | | |
| 5 | Street Centerline | 7 | 0 | 0 | | | |
| 6 | Street Pavement | 0 | 3 | 0 | | | |
| 6 | Proposed Street Pavement | 3 | 16 | 0 | | | |
| 7 | Parking Lots | 1 | 3 | 1 | | | |
| 8 | Secondary Roads | 2 | 3 | 0 | | | |
| 8 | Trails | 3 | 3 | 0 | | | |
| 9 | Secondary Roads/Trails Text | 0 | 3 | 0 | 20 | 0 | |
| 10 | Sidewalks | 5 | 3 | 0 | | | |
| 11 | Bridges/Culverts | 0 | 0 | 0 | | | |
| 12 | Hydrology - Major | 6 | 1 | 0 | | | |
| 12 | Hydrology - Minor, Ditches | 7 | 1 | 0 | | | |
| 13 | Hydrology - Text | 0 | 1 | 0 | 25 | 23 | |
| 14 | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0 | 1 | 0 | | | |
| 15 | City Limits/County Line | 1 | 0 | 3 | | | |
| 16 | City /limit text | 0 | 0 | 1 | 30 | 0 | |
| 17 | Railroad Tracks (Patterned) | 0 | 2 | 0 | | | RR |
| 18 | Railroad Text | 0 | 2 | 0 | 25 | 0 | |
| 19 | Railroad R/W | 2 | 2 | 0 | | | |
| 20 | Utility Poles (Cell) | 0 | 5 | 0 | | | P POLE |
| 21 | Utility Easements | 3 | 5 | 0 | | | |
| 22 | Utility Text | 0 | 5 | 1 | | | |
| 23 | Geographic Names | 0 | 3 | 1 | | | |
| 24 | Building Structures | 0 | 0 | 0 | | | |
| | Pools and Text | 0 | 1 | 0 | 10 | 1 | |
| 24 | Future Site of Structures | 2 | 0 | 0 | | | STRUCT |
| | Existing Structures (exact location and shape unknown) | 2 | 0 | 0 | | | STRCEX |
| 25 | Property Lines | 6 | 6 | 1 | | | |
| 26 | Cadastral Polygons | 6 | 6 | 0 | | | |
| 27 | Ownership Text | 0 | 6 | 1 | | | |
| 28 | Cemeteries/Text | 4 | 6 | 0 | 10 | 1 | |
| 29 | Lot Numbers | | | | 25 | 0 | |
| 30 | Block Numbers | | | | 30 | 0 | |
| 31 | Addition Names | 0 | 0 | 0 | 35 | 0 | |
| 32 | Open | | | | | | |
| 33 | Lot Ticks | | | | | | |
| 34 | Lot Lines/Property Lines | 6 | 6 | 0 | | | |
| 35 | Trees/Hedge Rows | 0 | 6 | 0 | AS=1 | | TREES |
| 36 | GPS Monuments | 0 | 5 | 0 | 15 | 0 | GPS |
| 37 | 2' Topo Contour | | | | | | |
| 38 | 5' Topo Contour | 0 | 7 | 0 | | | |
| 39 | 25' Major Topo Contour | 0 | 7 | 0 | | | |
| 40 | X Spot Elevation | 0 | 7 | 0 | | | |
| 41 | FEMA Monuments/Labels | 0 | 3/0 | 0 | 18 | 1 | GPSPNT |
| 42 | Quarter Sections | | | | | | |
| 43 | Section Lines | 0 | 5 | 0 | | | |
| 44 | Features | 0 | 2 | 0 | | | |
| 44 | Cell Towers | 0 | 12 | 0 | AS=1 | | CELTWR |

| | | | | | | | |
|----|-------------------------------------|---|---|---|-------|---|------------------|
| 45 | Fences (Pattern) | 0 | 8 | 0 | AS=1 | | FENCE |
| 46 | Format/Legend | 0 | 0 | 0 | | | Limleg Madleg |
| 47 | Mass Points | 0 | 7 | 2 | | | |
| 48 | Break Lines | 0 | 7 | 2 | | | |
| 49 | Open | | | | | | |
| 50 | Signs | | | | | | |
| 51 | Open | | | | | | |
| 52 | Open | | | | | | |
| 53 | Open | | | | | | |
| 54 | Open | | | | | | |
| 55 | Open | | | | | | |
| 56 | Property Address | 0 | 1 | 0 | | | |
| 57 | Text Tag for Buildings | 0 | 1 | 0 | 10-20 | 1 | |
| 58 | Open | | | | | | |
| 59 | Open | | | | | | |
| 60 | Open | | | | | | |
| 61 | Open | | | | | | |
| 62 | Monuments for Setup (point cell) | | | | | | |
| 63 | Open | | | | | | |
| | | | | | | | |

36. 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.

37. LOWEST RESPONSIBLE BIDDER

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. 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."

39. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. CORRECTION TO SECTION 80 - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds.

The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED). See section 80.03 and 80.04 for additional requirements.

42. CORRECTION TO SECTION 80 – PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis

§80.09 (b) first paragraph reads: "When the notice to proceed is delayed more than 10 calendar days after execution of the contract, the date of completion will be extended . . ." Shall be amended to read "When the notice to proceed is delayed more than 15 calendar days after execution of the contract, the date of completion will be extended . . ."

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks."

43. 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."

44. 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.

45. 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.

46. DELETION OF SECTION 50.01 – Authority of the Engineer of Record

This section is deleted.

47. 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.

48. 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") is applicable to 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, 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 and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included as Attachment "I" in these specifications.

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 required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. 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) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

49. 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.

50. 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.

51. 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.

52. GOVERNING LAW

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

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, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts 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.

54. 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.

55. 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.

56. 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.

57. 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 PIPE BURSTING-2015

Project No. 65-15-SP44

June 4, 2015

Addendum #1

Contractors are authorized to download quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then 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.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project. Acknowledgement of receipt of addenda is mandatory using Attachment "C" included in Specifications for the project and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. The attached pre-bid meeting minutes, all addenda, and attachments for the above-referenced project will become part of the contract documents.

Attachment: Pre-Bid Minutes

END OF ADDENDUM #1

The Star of Alabama

MANDATORY PRE-BID MEETING

PROJECT NAME: Periodic Bid for Emergency Pipe Bursting-2015

PROJECT NO.: 65-15-SP44

DATE: June 4, 2015 at 9:30 a.m.

PROJECT ENGINEER: Shane Cook

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

| | |
|--------------------|-----------------------------|
| Lisa Smith | LTS Construction |
| Shane Cook | COH-Water Pollution Control |
| Mary Hollingsworth | COH-Engineering |
| Penny Kelly | COH-Engineering |

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

Shane Cook is the primary engineer requesting work from this periodic bid. Mark Huber will be the primary contact on the project. Inspectors will be Anthony Priest and/or a contracted City Representative.

2. Project Engineer gave a brief description of work:
The project is a response contract for the majority. The purpose of this periodic is to provide for emergency pipe bursting of 8" and 10" sanitary sewer piping to be used for rehabilitation on emergency overflows or when Water Pollution Control's (WPC) in-house forces cannot rehabilitate areas to met deadlines outside their control. Each project will be designated by the City of Huntsville, utilizing unit prices for the commonly performed contractor work items. Construction of these projects is intended to be performed with the shortest possible time frame with the work beginning and ending on dates selected by the City of Huntsville for each work authorization.
Failure to comply with the times specified in the Notice to Proceed (NTP) may, in the sole determination of the City of Huntsville, result in the contractor being prohibited from bidding on additional work for the City of Huntsville, until such time as contractor is back on schedule. Contractor must meet experience requirements and be able to respond onsite within twenty-four (24) hours of an emergency call from WPC.

The bid consists of line items with a unit cost. When a project is required, the project engineer will refer to the item listing to determine those necessary to complete a project. A cost estimate is provided by the awarded contractor and agreed upon by a City representative. The quantities can be adjusted by the Contractor as needed. Once the Contractor submits quantities, price, start and end date to the Engineer, a Notice to Proceed will be issued.

The items listed and the quantities are an estimated amount and not construed to be a guarantee. These estimates are being provided for evaluation purposes only.

The Contractor must have one crew with the specified superintendant experience available for an emergency project within a twenty-four hour period after notification. In the event that the project is not completed and gets behind, the Contractor will not be allowed to begin any other projects or bid on projects with the COH until they are caught up. In addition, liquidated damages will apply if the projects are not completed on time in accordance with the timeframe set by COH reps and agreed upon by awarded Contractor.

3. Discussed all Permits: The City will be responsible for all permits if any are needed. Typically not a lot of permits involved in the pipe bursting rehab projects, periodically there will be a traffic control permit that is sent out through the Engineering Department for a 72 hour notification; that is usually only when Contractor is doing work in a big street, such as Bob Wallace. On those, WPC will be out ahead of time getting a plan together; Contractor is not solely responsible for the traffic control. When Contractor gets into big projects, not size wise, but in excessive roadways, then WPC forces will be out there bringing in extra traffic control.

No NPDES permits required because Contractor is digging up small sections (tail ditches which are at most, 20' long and 2' wide).

4. 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 prior to beginning. Sometimes there is a water line or a gas line that is close to the existing sewer line that there are concerns if the existing utility will be affected when the Contractor pulls the head through; at that, inspector or COH representative on site will coordinate with the local utilities to coordinate.
5. Project Engineer discussed plans, specs and special provisions.

a. A review of the plans was made with emphasis placed on unusual construction features and special drawings. There are no plans, as this is a periodic bid. What will happen is either WPC will have an emergency where there is sewer running out on the ground and Shane Cook will call the Contractor and tell them where they are needed; by that time, WPC will have bypass pumps set up and in place. Contractor will be required to arrive within 24-hours with so many feet of 8" or 10" pipe to pull in place. WPC will obviously respond well before the Contractor arrives and it will be a joint effort until the overflow is under control.

b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.

c. When a contractor is new to COH contracts, the standard specifications were discussed with emphasis on time charges (there will be liquidated charges), extra work, materials, etc. All Contractors present are familiar with the Standard Specifications. There are typically no liquidated damages involved with these projects, because they are mostly small projects and are onsite until the work is completed.

d. State of Alabama classification required was stated – (MU) Municipal & Utility or (MU-S) Municipal & Utility Specialty Construction – Sewer, or Pipelines/Underground Piping

e. Calendar days to complete project. (as set forth by COH rep and agreed upon by awarded Contractor.) On emergencies, there are no calendar days set; it is until WPC can get back operational. On other projects where lines that have structural issues are stockpiled, the Contractor will come in and do a certain number of lines; Contractor and WPC will look at how much work is involved and agree on how long it will take to get the work completed.

6. 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.

- There is no traffic control in the base bids.
- In most cases, traffic control is not needed in the residential area, but emergency access should be available at all times.

Majority of this contract ends up being in easement lines, which is behind houses or in residential streets. In that case, Contractor usually closes down a block in that residential section; if a block is closed down, Contractor still has to keep access available for emergency vehicles. Due to the nature of pipe bursting, there is typically a 20' tail ditch and 4' holes periodically down the line; very rare that there is a situation where a vehicle cannot get down the street if the need arose. If Contractor is out on a busy street, WPC will be on site helping set up the traffic control plan. The traffic control plan will be turned in to the Engineering Department for approval ahead of time.

7. 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.) Trench cuts are cold patched until Contractor can come back and hot patch all cuts at the same time.

8. 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 "D" – "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.
9. 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.
10. Contractor shall have a 24-hour response time in emergency situations.
11. Contractor shall have a phone number or list of numbers at which a Contractor representative may be reached at all times. This is a 24/7 contract. If Shane has to call representative at 2:00 a.m. in the morning, someone has to be available to answer the phone and get whatever is necessary to come to the project site.
12. Contractor will be provided with COH TVI logs and footage when available. COH will not be responsible for service line footages of existing logs. If main line is impassible, then contractor is responsible for locating service laterals prior to bursting of pipe.
13. Notice on the unit pay item descriptions that the contractor is responsible for one point repair per tangent, regardless of tangent length. Said point repair will be used at a severe sag or pipe collapse that cannot be repaired without a dig. Bursting pit will be made at this point repair location to remove sag or gain access past collapse. Contractor may at his own expense choose to pit at adjacent manhole and remove sag by digging and securing grade of the previously bursted pipe. No point repair pay item will be allotted for such choice by the contractor.

Contractor will go in to each tangent, if there is a sag in that tangent, Shane will require Contractor to pit at the sag and pull both ways and remove that sag; if Contractor so chooses to pit at a tail ditch, for example, and pull through two (2) or three (3) tangents and then come back up and dig the sag up to remove it, that's

perfectly acceptable also, but there will be no pay items above and beyond for that work, it will be quantified in each tangent of the pipe bursting.

14. There is a 72-hour notification of residents to be affected by project. In emergency situations, City personnel will be notifying residents while the Contractor is mobilizing. Contractor will be responsible for working out yard access or any other arrangements upon arrival.

If a street will be pipe burst in the next few days, WPC will put out door hangers 72-hours ahead of time. In an emergency situation, WPC will be discussing with the residents and making them aware of what is going on prior to the Contractor's arrival.

15. Contractor will not be allowed to begin bursting a tangent until proper preparation has been made at each manhole.

It is of prime importance that the busting out of wall and most definitely the invert of each manhole is completed to a satisfactory point. If not, we end up with the pipes rising and falling out of each manhole, and each manhole becomes a high point. WPC Inspectors should not be allowing the Contractor to pull until those manholes are properly busted out.

16. Contractor must reconnect services or be reconnecting services with another crew prior to starting the bursting of another tangent.

Shane does not want Contractor to go out and bust ten (10) tangents and not have the crews to have the services hooked back up.

17. Contractor needs to maintain 1,000 lf of 8" and 400 lf of 10" on his yard or a city yard can be provided.

Shane said he has a "pseudo" yard behind the plant on Vermont that the Contractor will be allowed to keep pipe there or they can bring it in as they mobilize here, but WPC mandates that the Contractor keep 1,000 lf of 8" and 400 lf of 10" pipe. Most of the work done on pipe bursting is 8", but occasionally 10" is used.

18. Please note the pre-work video requirement in the pipe bursting section of the specifications.

WPC will give video and a log because the liability of where the service laterals are and not getting the service lateral will be on the Contractor.

19. Bidder's Reference List – Project Experience Record

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

- A. The Bidder has installed a minimum of 150,000 linear feet, of the same products and using the same methods bid in this project, in the United States, with a minimum of 5,000 linear feet in diameters 15" or larger within the last five years.
- B. The Bidder has been actively involved in the direct field installation of the same products and using the same methods bid in this project for a minimum of five years.
- C. The Bidder's qualified superintendent has a minimum of five years supervisory field experience, completed at least three projects containing a total of 5,000 linear feet of 12" or larger pipe, and completed a minimum of 250,000 linear feet of the same products and using the same methods bid in this project.

20. Supplemental specifications will override the 1991 specifications on measurement, payment and any other conflicts. Additional information can be found on the following website: <http://www.huntsvilleal.gov/engineering/index.php>

21. PAY ITEMS

- 1. Pipe Bursting – Install 8" HDPE Pipe Replacing Existing 6" Pipe (Bid Item #2)
 - a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database. If mislabeled, Inspector and Contractor will agree upon the length by measurement in the field.
 - b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line tangent to be rehabilitated shall be included in the bid price for pipe bursting. See Section 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.
- 2. Pipe Bursting – Install 8" HDPE Pipe Replacing Existing 8" Pipe (Bid Item #3)

a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database. It will be the Contractors responsibility to verify the accuracy of the pipes length.

b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9. Stone will be accessible on the City's yard if needed.

3. Pipe Bursting – Install 10” HDPE Pipe Replacing Existing 8” Pipe (Bid Item #4)

a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.

b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

4. Pipe Bursting – Install 10” HDPE Pipe Replacing Existing 10” Pipe (Bid Item #5)

a. Measurement and payment for the pipe, except as otherwise specified, will be based on the length of pipe in linear feet as shown on the Plans or in the Owner's GIS database.

b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, point repair, 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, television inspections, and for all equipment and all other work necessary to complete the installation as specified. One point repair for each line to be rehabilitated shall be included in the bid price for pipe bursting. See 4.02.7 for measurement and payment for additional point repairs required. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

5. Reinstatement Service Connection (Bid Item #6)

a. Measurement and payment for service connection reinstatement, except as otherwise specified, will be based on the actual number of active service connections reinstated.

b. Payment for service connection reinstatement will be made at the Contract unit price per each active service connection reinstated and shall be full compensation for all excavation, dewatering, service connection reinstatement, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all equipment and all other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

Contractor will reconnect every action service connection. There will be a lot of inactive service connections which may or may not be reconnected according to their locations or what their future uses may or may not be and those will be discussed and delineated between the City of Huntsville Representative and the Superintendent on site.

6. Replace Service Lateral (Bid Item #7)

a. Measurement and payment for the pipe, except as otherwise specified, will be based on the laying length of the pipe in linear feet actually placed as measured along the centerline of the completed pipe, including the length of fittings and specials measured along their centerlines. Measured from centerline until how far the work extends in the Right-of-Way.

b. Payment for pipe will be made at the Contract unit price per linear foot for the size and type installed and shall be full compensation for all excavation, dewatering, installation of pipe and other materials, fittings and accessories, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all

equipment and all other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

7. Point Repair (Bid Item #8)

a. Measurement and payment for point repairs, except as otherwise specified, will be based on the actual number of point repairs completed in excess of the number of point repairs included in Bid Items 1-4 as described in Part 4.02.A.1-4 of this Section. If there is a sag or collapse, Contractor owes COH a point repair per tangent; sometimes there are sags and there are two (2) collapses in a tangent. At that point-in-time, Contractor will be paid for the second point repair per tangent; under this, a point repair is defined as replacement of pipe in 15 linear foot sections. If Contractor has to open cut 30' on the same dig, there would be two (2) point repairs.

b. Payment for each point repair will be made at the Contract unit price per each point repair completed and shall be full compensation for all excavation, dewatering, cleaning, installation of pipe and other materials, fittings, backfill and compaction, asphalt and concrete removal and replacement, grading, landscaping, removal and replacement of fencing and mailboxes, and for all equipment and all other work necessary to complete the installation as specified. Crushed stone backfill in roadways shall be paid by ticket weight in line item #9.

8. Crushed Stone (Bid Item #9)

a. Measurement and payment for crushed stone shall be by quarry ticket weight and shall be turned in to Owner Representative on a daily basis.

9. Bid Item #1 is Mobilization which ends up being a percentage of the overall project. Mobilization is 3% of each particular project.

10. Bid Item #10 is 4" cleanout. This will be at the termination point of the 4" lateral replacement. It will typically be around the edge of the right-of-way or in a backyard in an easement. This will include all the necessary cleanout tees, caps, extensions, plastic ADS box that is labeled Sanitary Sewer- putting it all in place, and connecting it up. This is a per unit item. These are typically only installed if Contractor is replacing the lateral from the main out.

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.”

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, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts 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.

22. Asked if there are any further questions.

Q: Are bonding requirements the same?

A: Yes. A \$500,00.00 bond is required. COH standard process is to ask for a \$500,000.00 bond; we will utilize that in two (2) \$250,000.00 projects. If there is enough work that we are utilizing those bonds in sequence, Contractor will be utilizing \$250,000.00 worth of the bond and then when that project is completed, Contractor will be utilizing the second half of the \$500,000.00 bond while the first four (4) weeks were in advertisement to make sure that part is clear. At no point, will the Contractor be above the \$500,000.00 bond that was issued for the project.

23. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project.** Acknowledgement of receipt of addenda is mandatory using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **June 5, 2015 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov.

Response to contractor questions will be **June 9, 2015 until 5:00 p.m.**

Bids open: June 11, 2015 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.

For final payment, Contractor will need to send invoice to COH, advertisement for completion of the project is required for 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, WPC 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. If Contractor's prices increase, documentation must be submitted from his vendor(s) regarding the price increases.

Every Contractor's superintendent should have a copy of the City's Standard Details (Construction of Public Improvements, 1991) and the current COH Standard Sanitary Sewer Specifications.

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.

No digital as-builts are required.

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.

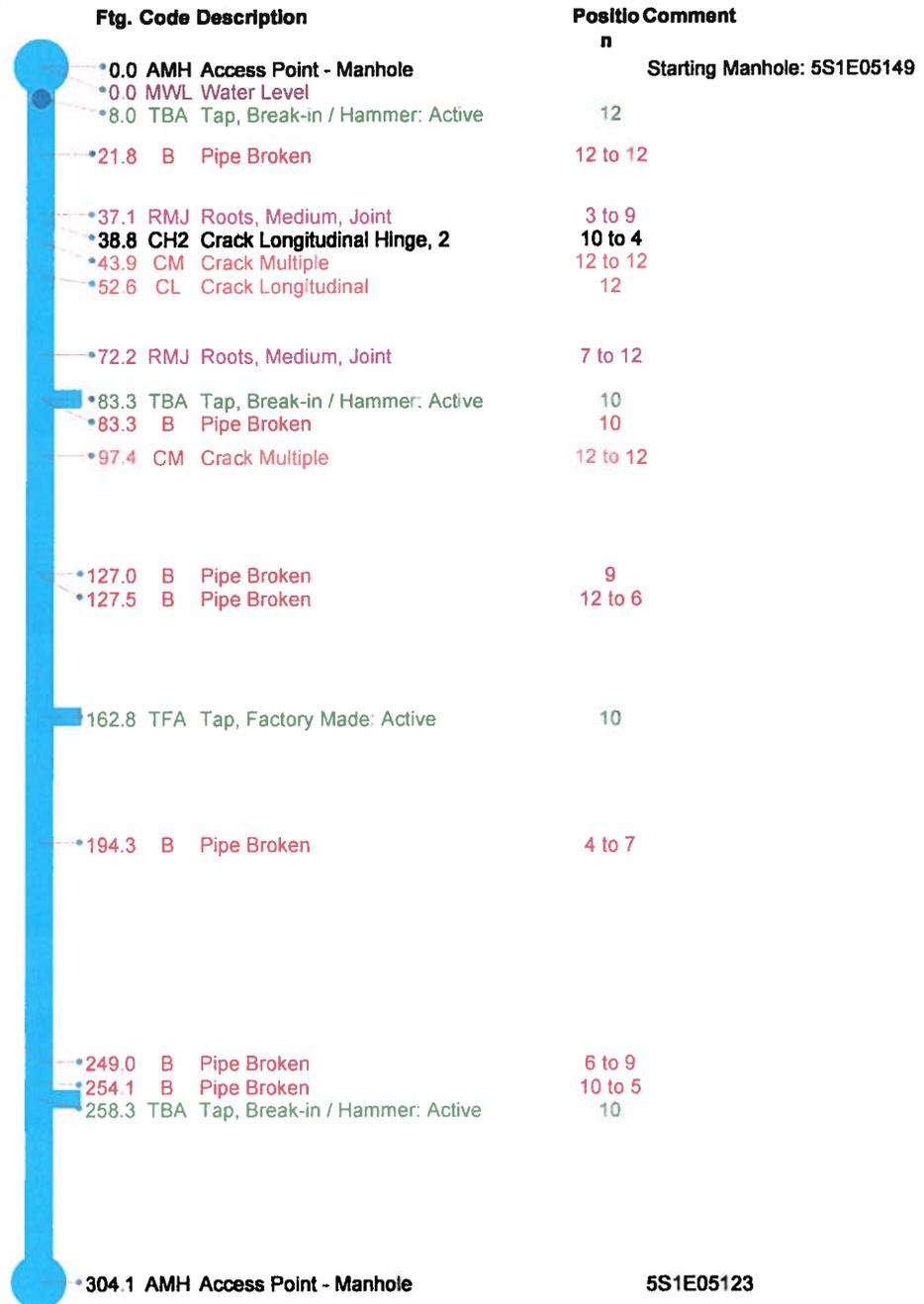
Attachments: Pipe Bursting Example TVI Log
Pipe Bursting Example Map



City of Huntsville
1800 Vermont Rd. SW
Huntsville, AL 35802
Tel: (256) 883-3767

Upstream MH: 5S1E05149
Surveyor's Name: Claye Proctor
Location Code:
Material: Vitrified Clay Pipe
Date: 12/12/2014
Time: 8:48 AM
Total Length: 304.1
Len. Surveyed: 304.1
Additional Information:

Downstream MH: 5S1E05123
Street Address: 727 VERSAILLES DR
Direction: Downstream
Project: Misc.
Diameter: 8
Manhole Type: Brick
Measurements: U/D
Rim to Invert: 4/6

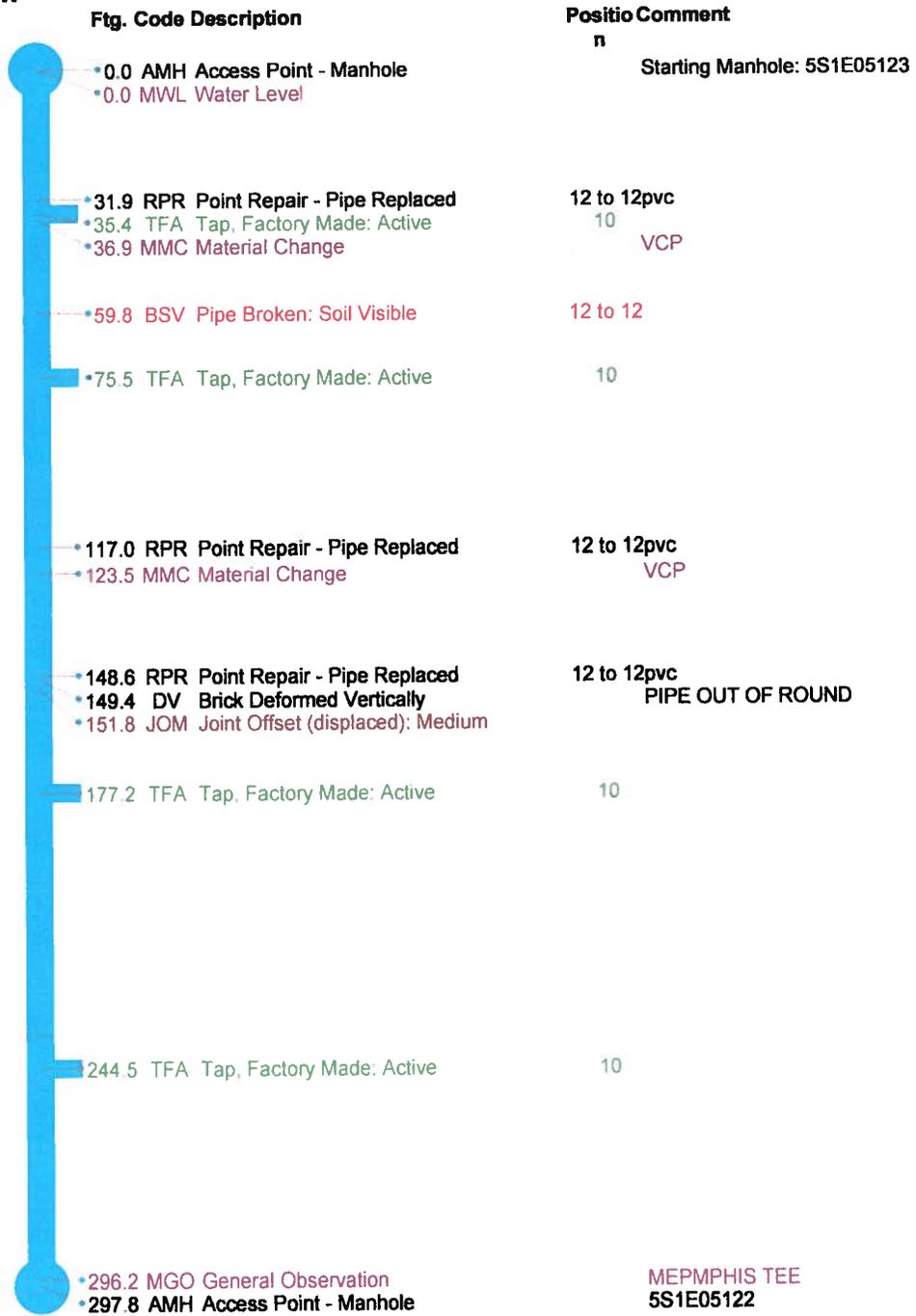




City of Huntsville
1800 Vermont Rd. SW
Huntsville, AL 35802
Tel: (256) 883-3767

Upstream MH: 5S1E05123
Surveyor's Name: Clay Proctor
Location Code:
Material: Vitrified Clay Pipe
Date: 12/11/2014
Time: 2:47 PM
Total Length: 297.8
Len. Surveyed: 297.8
Additional Information:

Downstream MH: 5S1E050122
Street Address: 10111 VERSAILLES DR
Direction: Downstream
Project: Misc.
Diameter: 8
Manhole Type: Brick
Measurements: U/D
Rim to Invert: 4/6





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 LTS Construction, L.L.C., in the amount of TWO MILLION FOUR HUNDRED FIFTY-NINE THOUSAND NINETY AND NO/100 DOLLARS (\$2,459,090.00), for Periodic Bid for Emergency Pipe Bursting-2015, Project No. 65-15-SP44, which is being submitted to the City Council of the City of Huntsville for approval on this the 25th day of June, 2015, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.



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.”

LTS Construction, L.L.C.

(Company)

BY: 
(Authorized Representative)