



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/11/2025

**File ID:** TMP-5819

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**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garney Companies, Inc., for Mooresville Sanitary Sewer Interceptor, Project No. 71-14-SO01.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$5,792,000.00

**Total Cost:** \$5,792,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Contract with Garney Companies for Mooresville Sanitary Sewer Interceptor for the installation and construction of approximately 4,400 linear feet of 36-inch gravity sewer main from the Mooresville Lift Station (west of I-565 and Mooresville Interchange), paralleling Piney Creek to Bibb Garrett Road to include but not limited to the installation of gravity sewer pipe and manholes as shown in the drawing s and specifications. Award Base Bid: \$4,688,000.00 including Option No. 1: \$1,104,000.00 for a total Contract amount of \$5,792,000.00.



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## **RESOLUTION NO. 25-**

**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, Alabama and Garney Companies, Inc., in the amount of FIVE MILLION SEVEN HUNDRED NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$5,792,000.00) for Mooresville Sanitary Sewer Interceptor, Base Bid and Option #1, Project No. 71-25-SO01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Contract is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville, Alabama and Garney Companies, Inc., for Mooresville Sanitary Sewer Interceptor, Base Bid and Option #1, Project No. 71-25-SO01," consisting of a total of one (1) page plus one hundred eight (108) additional pages consisting of Attachments A1-M, 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 September 11, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 11th day of September, 2025.

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

**APPROVED** this the 11th day of September, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE, ALABAMA**

**AND**

**GARNEY COMPANIES, INC.**

**FOR**

**MOORESVILLE SANITARY SEWER INTERCEPTOR, BASE BID AND OPTION #1  
PROJECT NO. 71-25-SO01**

**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 11th day of September, 2025, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and GARNEY COMPANIES, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Mooresville Sanitary Sewer Interceptor, Base Bid and Option #1, Project #71-25-SO01, 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 "A1".

BY:

\_\_\_\_\_  
Tommy Battle, Mayor

\_\_\_\_\_  
Garney Companies, Inc.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

\_\_\_\_\_  
City Council President

DATE: September 11, 2025



**MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01**

**CITY OF HUNTSVILLE, ALABAMA**

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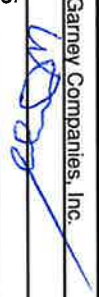
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ATTACHMENT "A1"					8/19/2025
Mooresville Sanitary Sewer Interceptor					
Project No. 71-25-SO01					
UNIT BID SHEET					
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization/Demobilization (Max 5% of Total Base Bid)	1	LS	\$285,000.00	\$285,000.00
2	Erosion Control	1	LS	\$95,000.00	\$95,000.00
3	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (8'-12') Depth	940	LF	\$500.00	\$470,000.00
4	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>12'-16') Depth	160	LF	\$575.00	\$92,000.00
5	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>16'-20') Depth	80	LF	\$625.00	\$50,000.00
6	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>20'-24') Depth	540	LF	\$700.00	\$378,000.00
7	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>24'-28') Depth	1,660	LF	\$850.00	\$1,411,000.00
8	Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>28'-32') Depth	1,140	LF	\$975.00	\$1,111,500.00
9	Furnish and Install 60-Inch Precast Concrete Manhole (8'-16') Depth	3	EA	\$18,500.00	\$55,500.00

ATTACHMENT "A1"				8/19/2025	
Mooreville Sanitary Sewer Interceptor					
Project No. 71-25-SO01					
UNIT BID SHEET					
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
10	Furnish and Install 60-Inch Precast Concrete Manhole (>16'-20') Depth	1	EA	\$22,500.00	\$22,500.00
11	Furnish and Install 60-Inch Precast Concrete Manhole (>20'-24') Depth	2	EA	\$25,000.00	\$50,000.00
12	Furnish and Install 60-Inch Precast Concrete Manhole (>24'-28') Depth	5	EA	\$30,000.00	\$150,000.00
13	Furnish and Install 60-Inch Precast Concrete Manhole (>28') Depth	3	EA	\$35,000.00	\$105,000.00
14	Furnish and Install 72-Inch Precast Concrete Manhole (All Depths)	2	EA	\$45,000.00	\$90,000.00
15	Furnish and Install 84-Inch Precast Doghouse Concrete Manhole (All Depths)	1	EA	\$72,500.00	\$72,500.00
16	Connection to Existing Junction Box at Lift Station	1	LS	\$250,000.00	\$250,000.00
TOTAL BASE BID					\$4,688,000.00

ATTACHMENT "A1"				8/19/2025
Mooreville Sanitary Sewer Interceptor				
Project No. 71-25-SO01				
UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE
Option 1				
1-1	Furnish and Install 60-inch Welded Steel Casing (Min. 625" Thick) by Jack and Bore	160	LF	\$6,900.00
				\$1,104,000.00
	TOTAL OPTION #1			\$1,104,000.00
	TOTAL BASE BID PLUS OPTION 1			\$5,792,000.00
	REFER TO TECHNICAL SPECIFICATION SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES FOR BID ITEM DESCRIPTIONS.			
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.			
COMPANY Garney Companies, Inc. SIGNATURE  DATE 8/20/2025				

**ATTACHMENT "B"**

**PROPOSAL**

**TO: THE CITY OF HUNTSVILLE**

Huntsville City Hall  
4<sup>th</sup> Floor  
305 Fountain Circle  
Huntsville, Alabama 35801

**PROPOSAL OF** Garney Companies, Inc.

(NAME)

1095 Windward Ridge Pkwy, Ste 140, Alpharetta GA 30005  
(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01**

**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 on Attachment "C" which must be submitted with bid package; 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. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a thumb/flash drive 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 thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

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: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is 210-calendar days.

**MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01**

**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 100% of the contract amount. 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.

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: August 20, 20 25.

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

BY \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

\_\_\_\_\_  
\_\_\_\_\_

OUR CONTRACTOR'S STATE LICENSE NO. IS \_\_\_\_\_

(IF A CORPORATION)

SIGNATURE OF BIDDER \_\_\_\_\_

William G. Poczekaj

BY Director - Pipe Southeast

1095 Windward Ridge Pkwy, Ste 140  
Alpharetta, GA 30005

BUSINESS ADDRESS

INCORPORATED UNDER THE LAWS OF THE STATE OF Missouri

NAMES PRESIDENT Matthew T. Foster

OF SECRETARY Michael D. Strong

OFFICERS TREASURER N/A

**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.

Corporate Address:  
1700 Swift Ste, Ste 200  
N. Kansas City, MO 64116

**ATTACHMENT "C"**

**MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

Acknowledgement of receipt of Addenda is **Mandatory**. Failure to acknowledge receipt/download from website 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/DOWNLOADED FROM WEBSITE (if applicable)</u>
1	8/8/25
2	8/15/25

**COMPANY** Garney Companies, Inc.

**SIGNATURE** 

**TITLE** William G. Poczekaj, Director - Pipe Southeast

**DATE** 8/20/25



**ATTACHMENT "D"****MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01****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 Ridgeway via email at [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov) and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

<b><u>TASKS TO BE PERFORMED</u></b>	<b><u>SUBCONTRACTOR NAME</u></b>	<b><u>LICENSE NO.</u></b>	<b><u>ADDRESS</u></b>	<b><u>ITEM #'S OF WORK TO BE PERFORMED</u></b>
Surveying/Layout	Gaskins Lecraw	87-3024956	Marietta, GA	3-16
Permitting				
Clearing & Grubbing	Matthews Clearing	26-4735471	Altoona, AL	3-16 - Clearing Only
Erosion Control	Valor Erosion	OTC-202005758	Canton, GA	2
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.)	Bore Company	L-2500491	Dawsonville, GA	1-1
Mechanical				
SCADA				
Other				

**ATTACHMENT "E"**

**MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01**

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. Brooklyn Creek Interceptor Improvements - Phase 1

Unified Government of Athens-Clarke County, GA, 301 College Ave, Athens, GA 30601

Terry Hollis - 762-400-6069

2. Gravity Sewer Rehabilitation, Replacement and Construction - Package 3

DeKalb County, GA, 1300 Commerce Dr, Decatur, GA 30030

Tiffany Ware - 770-724-1469

3. Gwinnett Place Mall Sewer Upgrades - Phase 1

Gwinnett County Dept. of Water Resources, 684 Winder Hwy, Lawrenceville, GA 30005

Greg Jackson - 678-376-6917

4. Lower Brush Creek 42-Inch Interceptor Sewer - Contract 2

City of Johnson City, TN, 601 E. Main St, Johnson City, TN 37601

Jon Lane - 423-975-2629

5. Stephenson Creek Gravity Sewer Improvements Project

DeKalb County Watershed Management 180 Sam St, Decatur, GA 30080

Pavel Vayner - 404-747-3924

**ATTACHMENT E****BROOKLYN CREEK INTERCEPTOR IMPROVEMENTS- PHASE 1**

Project 3391

<b>Final Contract Amount:</b>	\$23,500,500	<b>Client:</b>	Unified Government of Athens-Clarke County, GA
<b>Start Date:</b>	September 2022	<b>Reference:</b>	Terry Hollis - (762) 400-6069
<b>Completion Date:</b>	October 2024		
<b>Delivery Method:</b>	Design-Bid-Build	<b>Engineer:</b>	Hazen & Sawyer, P.C.
<b>Location:</b>	Athens, GA	<b>Reference:</b>	Samuel Mark, P.E. - (706) 715-2516

The Unified Government of Athens-Clarke County (ACC) updated over-capacity and antiquated sewer systems in downtown Athens, GA. The project location was close to University of Georgia student housing and Sanford Stadium where the Georgia Bulldogs play football causing many challenges. Bypass operations required 1,500 LF of 18" HDPE piping to relieve up to 5.6 MGD existing sewer flows while the new line is installed and was moved six times to facilitate the work. The installation scope included 300 LF of 8", 100 LF of 12", 100 LF of 16", 40 LF of 20", 2,867 LF of 24" and 4,067 LF of 30" DIP sanitary gravity sewer line at depths of 22 VF to 30 VF, 50 LF of 42" aerial crossing, four 42" hard rock auger bores totaling 1,200 LF, 1,500 CY of rock excavation using hoe-ramming and grinding, 42,750 SF of street paving, and 71 replacement trees. Major challenges included public relations, traffic control with all traffic control removed during home football games and spring graduation ceremonies, shallow rock, creek crossings, and material delivery due to delays across the industry.

**GRAVITY SEWER SYSTEM REHABILITATION, REPLACEMENT AND CONSTRUCTION - PACKAGE 3 (PROGRESSIVE DESIGN-BUILD)**

Project 2271

<b>Final Contract Amount:</b>	\$40,815,270	<b>Client:</b>	DeKalb County, GA
<b>Start Date:</b>	October 2018	<b>Reference:</b>	Tiffany Ware - (770) 724-1469
<b>Completion Date:</b>	July 2024		
<b>Delivery Method:</b>	Progressive Design-Build	<b>Engineer:</b>	River to Tap (R2T) Inc.
<b>Location:</b>	Decatur, GA	<b>Reference:</b>	Joe Ussery, P.E. - (404) 518-9866

This progressive design-build gravity sewer system replacement and rehabilitation project included a preconstruction and construction phase. The scope of work consisted of 2,000 LF of CIPP lining for 8" and 18" sewer lines, 112-point repairs with multiple existing pipe materials ranging from 8" to 30", and 29,000 LF of pipe replacement ranging from 8" to 36". There were seven different projects within the overall construction contract with locations throughout DeKalb County. Rock excavation included over 3,000 BCY excavated via Mechanical or Drill & Blast methods throughout the alignment. Additionally, several open-cut stream crossings and prevalent ground water conditions given close proximity to existing water systems. This was part of a \$1.3 billion mandated consent decree project spanning across 3 jurisdictional areas.

# ATTACHMENT E



## GWINNETT PLACE MALL SEWER UPGRADES - PHASE 1

Project 3375

<b>Final Contract Amount:</b>	\$6,989,513	<b>Client:</b>	Gwinnett County Department of Water Resources
<b>Start Date:</b>	November 2021	<b>Reference:</b>	Greg Jackson - (678) 376-6917
<b>Completion Date:</b>	November 2022		
<b>Delivery Method:</b>	Design-Bid-Build	<b>Engineer:</b>	Hazen & Sawyer, P.C.
<b>Location:</b>	Duluth, GA	<b>Reference:</b>	Brian Jones - (470) 427-7188

Gwinnett County purchased the Gwinnett Place Mall and transformed it into a shopping, eating, and living area. The purpose of the project was to upgrade the existing sewer in the abandoned mall area. The work included the installation of DIP sanitary gravity lines including 930 LF of 30", 3,060 LF of 24", 975 LF of 18", 26 LF of 12", 33 LF of 10", and 54 LF of 8". The work required a 30 VF deep cut for 500 LF, 40 LF of 2" dewatering, 300 LF of 4" bypass pumping line, thirty-two manholes ranging from 48" to 84", and 17,396 SF of paving. The alignment crossed multiple roads including the seven-lane I-85 highway for 475 LF using a 60" steel casing auger bore requiring interaction with the department of transportation and rock excavation using hoe ramming, as well as two smaller bores using 48" and 36" steel casings. Most of the project took place in a closed four-lane road that loops around the mall. The challenging aspect of this project included the schedule because the owner will suffer financial and other losses if milestones are not met.

## LOWER BRUSH CREEK 42-INCH INTERCEPTOR SEWER - CONTRACT 2

Project 3382

<b>Final Contract Amount:</b>	\$10,717,735	<b>Client:</b>	City of Johnson City, TN
<b>Start Date:</b>	May 2022	<b>Reference:</b>	Jon Lane - (423) 975-2629
<b>Completion Date:</b>	August 2023		
<b>Delivery Method:</b>	Design-Bid-Build	<b>Engineer:</b>	Hazen & Sawyer, P.C.
<b>Location:</b>	Johnson City, TN	<b>Reference:</b>	Andrew Howe, P.E., MBA - (423) 308-7223

This project was a continuation of Phase 1 that Garney completed and consisted of the installation of sanitary gravity pipelines including 7,602 LF of 42" and 40 LF of 36" DIP and 40 LF of 18", 400 LF of 8", 300 LF of 6", and 200 LF of 4" of PVC, with a max trench depth that reached 22 VF. The work required a 162 LF auger bore under a roadway using 60" steel casing, rock excavation consisting of 5,322 CY of hoe ramming and 2,779 CY of trenching, trench dewatering, 15 MGD of bypass pumping using 12,750 LF of 30" to keep the existing 30" RCP line in service for the duration of the project, 9,275 SF of paving, and precast manholes throughout the project including two 48", one 60", twenty 84", and five 96". Most of the pipeline alignment consisted of cross-country rural installation with portions across residential properties and businesses along E Fairview Avenue and Railroad Street. The project also included the removal of 4,250 LF of 30" RCP gravity sewer pipe during the same ditch relay, the removal of nineteen manholes during the same ditch relay, and the abandonment of eleven manholes.

**ATTACHMENT E****STEPHENSON CREEK GRAVITY SEWER IMPROVEMENTS PROJECT (PROGRESSIVE DESIGN-BUILD)**

Project 2259

<b>Final Contract Amount:</b>	\$6,007,166	<b>Final Contract</b>	\$6,007,166
<b>Start Date:</b>	December 2017	<b>Start Date:</b>	December 2017
<b>Completion Date:</b>	October 2018	<b>Completion Date:</b>	October 2018
<b>Delivery Method:</b>	Design-Build	<b>Delivery Method:</b>	Design-Build
<b>Location:</b>	Lithonia, GA	<b>Location:</b>	Lithonia, GA

Replacement of 24" RCP gravity sewer with 6,400 LF of 30" DIP. Required full bypass of existing line, temporary line stops from existing force main, and road closures. Included a 2000 LF section routed through the Arabia Mountain Park preserve which required extensive rock excavation via blasting and mechanical means, one creek crossing, pavement replacement, manholes, and valves.

## ATTACHMENT F

**MANDATORY** Pre-bid meeting to be held on Wednesday, August 6, 2025, at 10:00 am, at City Hall, on the 6th Floor in Training Rooms 624/625 at 305 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

**NOTICE TO CONTRACTORS**

**WANTED:** Sealed bids in duplicate for the construction of: Mooresville Sanitary Sewer Interceptor, more particularly known as Project No. 71-25-SO01.

Description of Project: Work of the project generally includes the installation and construction of approximately 4,400 linear feet of 36" Ductile Iron Pipe (DIP) gravity sanitary sewer from the Mooresville (Piney Creek) Lift Station to the Bibb Garrett Road. Work shall include but not be limited to: installation of gravity sanitary sewer mains and necessary appurtenances, jack and bore crossing, and clearing and grubbing.

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: Mooresville Sanitary Sewer Interceptor, more particularly known as Project No. 71-25-SO01 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility or MU-(S) Specialty Construction.

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 City Hall, 305 Fountain Circle, on the 6th Floor, in Training Room 624/625, on the 20th day of August, 2025, until 10:00 a.m. If bid is mailed, the bid should be addressed to City Engineering-4th Floor, 305 Fountain Circle, Huntsville, AL 35801 and must be received prior to the bid opening date and time. 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: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: <https://www.huntsvilleal.gov/business/bid-a-project/rfp/>. 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 a thumb/flash drive (preferably in a live/flash drive format) in the Excel format. The thumb/flash drive (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 thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

#### **E-VERIFY – NOTICE**

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

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

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

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

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". 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.

#### **ALABAMA ACT 2016-312**

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Garney Companies, Inc. (insert name of business) I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.



Title: William G. Poczekaj, Director - Pipe Southeast  
(Signature of authorized individual) "

Advertise Date: 7/30/25



**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) \_\_\_\_\_ DAYS

TIME C.O. # 1  
TIME C.O. # 2  
TIME C.O. # 3

CONTRACT DAYS REMAINING \_\_\_\_\_

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 COH 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:

TIME ELAPSED TO DATE  
TOTAL CONTRACT TIME (3)

DAYS  
DAYS

=

0

B: PROJECT COMPLETION:

TOTAL EARNED TO DATE (2)  
TOTAL CONTRACT AMOUNT

-

-

=

#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](http://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): Garney Companies, Inc.
- City of Huntsville current taxpayer identification number (if available): N/A  
(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 type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 000-862-335, Missouri
<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/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

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

Signature:  Title (if applicable): Director - Pipe Southeast  
 Type or legibly write name: William G. Poczekaj Date: 8/20/25

**THE E-VERIFY**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I**  
**PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Garney Holding Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II**  
**RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - A. Notice of E-Verify Participation
  - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete 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 mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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.
  - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer 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) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
  - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. 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. Section 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, 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, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming 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 mismatch 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 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. 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 immigration-related unfair 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).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers 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.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). 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.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, 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 prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it 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 participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the



Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the 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.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, 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). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - A. 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 verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin 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. 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 begin 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 three 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 three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. 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 under 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. Employers in this category must begin 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.
  - D. 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 verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,



- ii. The employee's work authorization has not expired, and
  - iii. 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 Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of 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 after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not 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 based on this Article.
3. 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.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important 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 E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. 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.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

### **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 notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight 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.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - A. Scanning and uploading the document, or
  - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. 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.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

###### **A. NO SERVICE FEES**

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

#### **ARTICLE V**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.



8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the



Company ID Number:667047

Client Company ID Number:1615266

software.

### C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.



Company ID Number:667047

Client Company ID Number:1615266

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

#### F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

### ARTICLE VI

#### MODIFICATION AND TERMINATION

##### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

##### B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time 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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/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 the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for 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 cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, 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.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

### ARTICLE VII

#### PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that 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).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Garney Holding Company (Employer) hereby designates and appoints Jonas Ben (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:667047

Client Company ID Number:1615266

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

<b>Employer</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>
<b>E-Verify Employer Agent</b> <b>SuccessFactors, Inc.</b>	
<b>Name (Please Type or Print)</b> Jonas Ben	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> December 08, 2020
<b>Department of Homeland Security - Verification Division</b>	
<b>Name</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>



Company ID Number:667047

Client Company ID Number:1615266

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	Garney Holding Company
<b>Company Facility Address</b>	1700 Swift Street North Kansas City, MO 64116
<b>Company Alternate Address</b>	1700 Swift Street North Kansas City, MO 64116
<b>County or Parish</b>	Clay
<b>Employer Identification Number</b>	43-0990829
<b>North American Industry Classification Systems Code</b>	Heavy And Civil Engineering Construction (237)
<b>Parent Company</b>	
<b>Number of Employees</b>	1,000 to 2,499
<b>Number of Sites Verified for</b>	18

Company ID Number:667047

Client Company ID Number:1615266

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

Missouri	1
Texas	2
Arizona	1
Alabama	1
Georgia	1
Kansas	1
Kentucky	1
South Carolina	1
Virginia	1
Tennessee	2
Florida	1
North Carolina	2
Colorado	1
California	1
Massachusetts	1



Company ID Number:667047

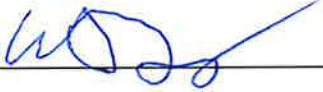
Client Company ID Number:1615266

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

Name	Gerardo Gonzales Gonzales
Phone Number	(816) 746-7267
Fax Number	
Email Address	hr@garney.com

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Garney Companies, Inc. *(insert name of business)* I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

A handwritten signature in blue ink, appearing to read 'W. Poczekaj', is written over a horizontal line.

Title: William G. Poczekaj, Director - Pipe Southeast  
(Signature of authorized individual) "

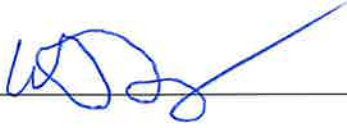
**ATTACHMENT "K"**

**CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Signature: \_\_\_\_\_



Name of Certifying Official (print): William G. Poczekaj

Title: Director - Pipe Southeast

Date of Certification (mm/dd/yyyy): 06/04/2024

## **ATTACHMENT "L"**

### **TRACER WIRE SPECIFICATION**

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

## **ATTACHMENT "M"**

Relating to public contracts; to amend Section 39-3-4, Code of Alabama 1975, to provide requirements for the use of iron produced within the United States for certain public works projects under certain conditions.

**BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:**

Section 1. Section 39-3-4, Code of Alabama 1975, is amended to read as follows: "§39-3-4 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of the—above mentioned' domestic iron or steel products becomes impractical as a result of a national emergency, national strike, or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor."

VOLUMINOUS STATEMENT

MOORESVILLE SANITARY SEWER INTERCEPTOR

PROJECT# 71-25-SO01

PLEASE NOTE: DUE TO VOLUME, AN ELECTRONIC VERSION OF THE ENTIRE SPECIFICATIONS AND CONTRACT DOCUMENTS PACKET WILL BE KEPT IN THE ENGINEERING DEPARTMENT OF THE CITY OF HUNTSVILLE, ALABAMA.



**SUPPLEMENT TO GENERAL REQUIREMENTS  
FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS  
MOORESVILLE SANITARY SEWER INTERCEPTOR  
PROJECT #71-25-SO01  
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. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, 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. 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; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held at 305 Fountain Circle, Huntsville, Alabama 35801, 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. Any bids received that are unsealed will be immediately rejected.

(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. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, Engineering Department, 305 Fountain Circle, Huntsville, AL 35801.

### **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 contract 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 (10) 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 (45) 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 (10) 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 (45) 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 Contractor's 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 contractor's 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 "D". 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 "D" 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. See Section 40 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. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

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

#### **10. LICENSES AND CLASSIFICATIONS**

In order to receive the award of this contract, the Contractor/Subcontractor(s) 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 by the Contractor/Subcontractor(s).

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

#### **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. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

#### **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. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month 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, all addenda, 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 "G" – 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 in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

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

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

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

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

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

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

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

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

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

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

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. The coverage should include waiver of subrogation.

### **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 question, then the minimum limits shall apply. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

### **1. General Liability and Automobile Liability Coverages Only:**

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

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

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

### **2. All Coverages**

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

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

## **D. ACCEPTABILITY OF INSURERS**

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

#### **E. VERIFICATION OF COVERAGE**

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

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

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer of 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 of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

**30. WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. 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](http://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 three (3) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Built) 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 newspaper of general circulation published within the city or county in which the work has been done. 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, 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 MicroStation .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 US Survey Feet, no sub-units, and 1000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

**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 Coordinate Grid	0	0	0	20	0	
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 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

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 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - 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. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (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") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama

Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

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

#### **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 final 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 final 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, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". 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

## **MOORESVILLE SANITARY SEWER INTERCEPTOR**

**Project No. 71-25-SO01**

**August 8, 2025**

### **Addendum #1**

#### **CLARIFICATION:**

- Due to the depth of this sewer line, Garver/WPC has made the decision to change the 36" pipe classification from Class 150 to Class 250.

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, August 6, 2025, in the 6th Floor Training Room 624/625, 305 Fountain Circle, Huntsville, AL.

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications 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. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.**

**Attachments: Pre-Bid Minutes**

**END OF ADDENDUM #1**  
**The Star of Alabama**

# MANDATORY PRE-BID MEETING

## MINUTES

PROJECT NAME: Mooresville Sanitary Sewer Interceptor

PROJECT NUMBER: 71-25-SO01

DATE: August 6, 2025

PROJECT ENGINEER: Chase Marshall

PROJECT INSPECTOR: Garver

Dale Dockins	John Plott Company
Chris Conner	Norris Brothers
Payton Richey	Cleary Construction
Alan Chappell	Jordan Excavating
Kyle Buckner	Rogers Group
Ty Quick	Grayson Carter & Son
Lamar Pettyjohn	UWS
Joiner Pugh	REV Construction
Mitch McKell	BAIRD Contracting
Jerry "JT" Thompson	Christopher Contractors
Grant Collins	Foley Products
Will Stewart	Foley Products
Daniel Robinson	Lambert Contracting
Christie Horton	Morgan Contracting
Terek Green	Garney
Charles Woody	Garney
Zach Turner	Garver
Michael Giudici	Garver
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering
Chase Marshall	COH Water Pollution Control
Brent Brown	COH Water Pollution Control
Markus Sanchez	COH Water Pollution Control
Randall Stewart	COH Water Pollution Control

1. Introduction of all persons present
2. Work Description (Project Scope)

Work of the project generally includes the installation and construction of approximately 4,400 linear feet of 36" Ductile Iron Pipe (DIP) gravity sanitary sewer from the Mooresville (Piney Creek) Lift Station to the Bibb Garrett Road. Work shall include but not be limited to the installation of gravity sanitary sewer mains and necessary appurtenances, jack and bore crossing, and clearing and grubbing.

3. Permits (Provide copies of all permits as part of the Contract)
  - a. ADEM (NPDES) – Who is responsible for Permit and QCI
    - i. Contractor responsible for submitting and obtaining the ADEM NPDES permit.
  - b. Utility Permits (i.e. Gas Easements)
    - i. Kinder Morgan
    - ii. TVA
      - Chase said the two utility permits are approved and the city already has them.
      - Chase said the contractor will need to call in utility locates.
4. Utility Project Notification
  - a. Conflicts with existing utilities
  - b. Owner of existing utilities
  - c. Responsibility of Contractor to locate and coordinate with existing Utilities
5. Right-of-Way
  - a. Status of ROW or easement acquisition
  - b. Property Owner information and notification
    - Chase said all easements for this project have been acquired.
6. Conflicting Projects
  - a. Subdivision Construction
    - Chase said there is a development in progress on-site, but it will be on the east side of this property and hopefully not in conflict with the actual installation of the trunk lines.
7. Schedule of Work
  - a. Critical Path
  - b. Need by first payment
  - c. Owner reserves the right to withhold payment if work is more than 25% behind schedule

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
  - a. Review plan sheets
  - b. Review Special Provisions and Specifications
  - c. Reference State or City Standard Specifications – Chase said the project will be per the City Standard Specifications.
  - d. Schedule for review of shop drawings/material submittals.

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

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

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

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

- e. Chase said there will be no construction trailer required for this project.
- f. Chase said As-Builts will be required.
- g. Calendar Days to complete project – two hundred ten (210). There were no concerns.
- h. Council Approval – September 11, 2025
- i. Anticipated Notice-to-Proceed – between 9/12 and 9/26

9. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment "A") on a thumb/flash drive (preferably in a live/flash drive format) in the Excel format made available for

download from the Engineering website. The thumb/flash drive 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 shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the thumb/flash drive in any manner. If a price discrepancy is found on the thumb/flash drive, or the correct version of bid quantities is not submitted on the thumb/flash drive, which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

- a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
- b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with ...."

#### 10. Payment

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

- a. Date for payment submittal monthly
  - i. Process for monthly quantities
  - ii. Monthly Progress Meetings
  - iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
  - iv. Define Substantial Completion – Project in usable condition for intended purpose
  - v. Liquidated Damages
  - vi. One year warranty period begins upon substantial complete.

#### 11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

The contractor is responsible for maintaining roadway drainage and preventing the ponding of water within the construction limits throughout the duration of the project.

12. Subcontractors

Any subcontractors present were 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. 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.

13. Special Documentation based on Funding Requirements (i.e. Labor Payroll, etc.)

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.

14. Questions?

Q: Question asked about the timeline for the development adjacent to this project.

A: Chase said the dirt will be moved in August.

All questions were answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** 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 **Tuesday, August 12, 2025, until 5:00 p.m.** via email to: [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov)



Response to contractor questions will be **Friday, August 15, 2025, until 5:00 p.m.**

**Bids open: Wednesday, August 20, 2025, at 10:00 a.m.** in the **6th Floor Training Room 621**, 305 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **MOORESVILLE SANITARY SEWER INTERCEPTOR**

**Project No. 71-25-SO01**

**August 15, 2025**

### **Addendum #2**

#### **Clarification:**

- Bid Opening will be held at City Hall in **Conference Room 621**, located at 305 Fountain Circle, Huntsville, AL 35801.

#### **Quantity Revisions:**

Delete in its entirety and replace with Attachment A1

#### **Revised Drawings:**

1. Delete Drawings 05-C102 through 05-C105 and replace with Drawings 05-C102R1 through 05-C105R1; A summary of the changes to the drawings include:
  - a. Delete all references to Ø48" and replace with Ø60".
  - b. Delete all references to CL150 and replace with CL250 (This change was issued in Addendum #1).
2. Drawing 05-C501 and replace with Drawing 05-C501R1.
3. Drawing set with revised sheets is included as Attachment. Revisions made to drawings have been clouded.

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**Response to Contractor Questions:**

Q: Will a 36" pipe fit in a 48" Manhole?

A: Refer to Attachment A1 of this Addendum. Manhole bases have been updated from 48" to 60".

Q: Will the owner have the SCADA pole (at the junction box tie-in) relocated prior to contractor mobilization?

A: The SCADA pole, antenna, and any underground conduit in conflict with the tie-in to the junction box will be relocated by the Owner prior to the contractor mobilizing.

Q: Reference Note 2 of the "Gas line Jack and Bore Notes" on Sheet 01-G002. Can you provide the Kinder Morgan construction/access requirements?

A: All known requirements for the Kinder Morgan gas crossing are included in Attachment 4. Contractor shall be responsible for meeting all requirements outlined by Kinder Morgan.

Q: Can you provide the construction/access requirements for the TVA easement?

A: TVA's Letter of No Objection is included in Attachment 5. The document contains requirements for working inside and adjacent to TVA's easement (General Conditions included on last page). Contractor shall be responsible for meeting all requirements outlined by TVA.

Q: Reference the Geotech report by GTEC in Appendix A of the bid specifications. The data in this report only shows 4 bore holes, none of which are in close proximity to the 60" bore. Is there any other technical data available for this project?

A: All technical data is included in bidding documents. Contractor is free to access site to obtain additional information.

Q: Do you know what the backfill material is around the existing sewer pump station?

A: All technical data is included in bidding documents. Contractor is free to access site to obtain additional information. Contact Chase Marshall (256-937-6648) if access inside of lift station fence is required.

Q: Can we dig test holes for this project if no additional geotech data is available?

A: Contractor is free to access site to obtain additional information. All test holes shall be backfilled upon completion.

Q: Is there any flow data available for the 15" sewer main coming into the existing sewer pumping station?

A: No.

Q: Refer to spec section 31 31 13 3.3B. Can restraining pipe gaskets be used instead of restraining spacers?

A: Restrained pipe gaskets are an approved alternative to restraining spacers.

Q: Drawing No. 01-G002 – Gas Line Jack and Bore Crossing Note No. 2 indicates the contractor will be at risk for any potential conflict between the Kinder Morgan Easement Agreement and the Bid Documents. Can the owner please provide the Kinder Morgan Easement agreement for review to verify any cost impact from conflicting language specifically to blasting restrictions within close proximity to the easement.

A: All known requirements for the Kinder Morgan gas crossing are included in Attachment 4.

Q: Bid Item No. 1-1 references a 54" Welded Steel Casing installation however Contract Drawing No. 05-C103 reflects a 60" Welded Steel Casing. Please confirm which diameter casing is required for installation.

A: Casing pipe for jack and bore crossing shall be 60" as indicated on the drawings. Bid Quantities and Bid Descriptions were updated accordingly.

Q: Based on existing site conditions there is an existing body of water located in close proximity to the proposed lift station connection. Additionally, there is a wet-weather stream crossing located at STA 12+50 as shown on Sheet 05-C102. Please provide any details of pipe encasement or additional bedding provisions if necessary to be included in the installation cost of the proposed Sanitary Sewer interceptor.

A: Gravity sewer pipe installation through these areas shall be installed by open cut as shown on the drawings. Dewatering, trenching, backfilling, and any other means and methods to install the gravity sewer in accordance with the contract documents is the Contractor's responsibility. Work to install gravity sewer at the areas in question will be paid for under Bid Items #3-8.

Q: For cost estimating purposes, please define the pay depth parameters for the Bid Items No. 3 – No. 8. Will this be quantified based proposed pipe invert, or based on invert of trench including the additional depth for rock or unstable ground conditions?

A: Depth for the 36-inch D.I. sanitary sewer bid items shall be based on existing grade to bottom outside of pipe.

Q: If supervision from the respective utility owners is required when excavating and or blasting in close proximity to the existing utilities. Who will be responsible for any additional cost associated with the utility owner's supervision?

A: Contractor shall be responsible for any costs associated with Kinder Morgan and TVA onsite representatives. Refer to attached requirements for Kinder Morgan and TVA easement crossings.

Q: Please confirm whether the testing provisions as described in Contract Specification Section 33 31 23 – 3.2F will apply to Bid Item No. 18. If so, will the contractor be allowed access to visually inspect the condition of the existing lift station splitter box prior to bid submission.

A: Testing for piping required to connect to the existing junction box shall be in accordance with Specification Section 33 31 23. Contact Chase Marshall (256-937-6648) if access inside of lift station fence is required.

Q: Drawing No. 05-C505 – Detail 01 shows several notes regarding existing underground conduit within surrounding the existing Lift Station Splitter Box Connection. Please provide any existing drawings or details of the existing underground conduit for the contractor's consideration of excavation limits or potential protection measures required.

A: There are no additional drawings showing existing conditions of lift station outside of what is provided in the bidding documents. The SCADA pole, antenna, and any underground conduit in conflict with the tie-in to the junction box will be relocated by the Owner prior to the contractor mobilizing.

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications 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. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.**

**Attachments:** Revised Quantities – Attachment A1  
Revised Drawings  
Specification Section 01 20 00 Price and Payment Procedures  
Kinder Morgan Requirements  
TVA Requirements

**END OF ADDENDUM #2**





	ATTACHMENT "A1"				8/15/2025
	Mooresville Sanitary Sewer Interceptor Project No. 71-25-SO01				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
10	Furnish and Install 60-Inch Precast Concrete Manhole (>16'-20') Depth	1	EA		\$0.00
11	Furnish and Install 60-Inch Precast Concrete Manhole (>20'-24') Depth	2	EA		\$0.00
12	Furnish and Install 60-Inch Precast Concrete Manhole (>24'-28') Depth	5	EA		\$0.00
13	Furnish and Install 60-Inch Precast Concrete Manhole (>28') Depth	3	EA		\$0.00
14	Furnish and Install 72-Inch Precast Concrete Manhole (All Depths)	2	EA		\$0.00
15	Furnish and Install 84-Inch Precast Doghouse Concrete Manhole (All Depths)	1	EA		\$0.00
16	Connection to Existing Junction Box at Lift Station	1	LS		\$0.00
	TOTAL BASE BID				\$0.00

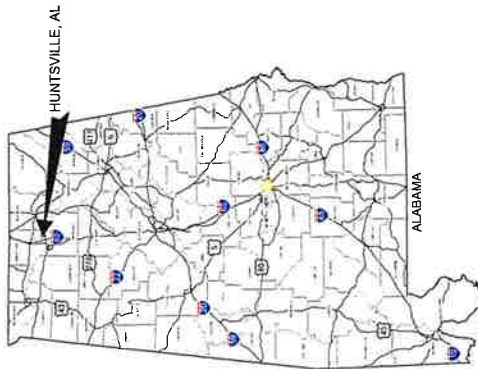
ATTACHMENT "A1"						8/15/2025
Mooreville Sanitary Sewer Interceptor Project No. 71-25-SO01						
UNIT BID SHEET						
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT	
Option 1						
1-1	Furnish and Install 60-inch Welded Steel Casing (Min. 625" Thick) by Jack and Bore	160	LF		\$0.00	
	TOTAL OPTION #1				\$0.00	
	TOTAL BASE BID PLUS OPTION 1				\$0.00	
	REFER TO TECHNICAL SPECIFICATION SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES FOR BID ITEM DESCRIPTIONS.					
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.					
	COMPANY _____ SIGNATURE _____ DATE _____					

# MOORESVILLE SANITARY SEWER INTERCEPTOR

## CITY OF HUNTSVILLE, ALABAMA

### CITY OF HUNTSVILLE PROJECT NO. 71-25-SO01

### BID SET



LOCATION MAP



VICINITY MAP  
NO SCALE

SHEET NO.	DRAWING NO.	TITLE
01	01-G001	COVER SHEET
02	01-G002	GENERAL NOTES
03	05-C101	PLAN AND PROFILE STA. 10+00 TO STA. 25+00
04	05-C102	PLAN AND PROFILE STA. 25+00 TO STA. 30+00
05	05-C103	PLAN AND PROFILE STA. 30+00 TO STA. 35+00
06	05-C104	PLAN AND PROFILE STA. 35+00 TO STA. 50+00
07	05-C105	PLAN AND PROFILE STA. 50+00 TO END
08	05-C501	STANDARD DETAILS I
09	05-C502	STANDARD DETAILS II
10	05-C503	STANDARD DETAILS III
11	05-C504	STANDARD DETAILS IV
12	05-C505	STANDARD DETAILS V



REV.	DATE	DESCRIPTION
1	07/13/25	ADDITIONAL #1
2	07/13/25	ADDITIONAL #2
3	07/13/25	ADDITIONAL #3
4	07/13/25	ADDITIONAL #4
5	07/13/25	ADDITIONAL #5
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CITY OF HUNTSVILLE  
WATER POLLUTION  
CONTROL  
HUNTSVILLE, ALABAMA  
MOORESVILLE SANITARY  
SEWER INTERCEPTOR

COVER SHEET

JOB NO. 2500378	DATE 07/13/25
DESIGNED BY:MSG	DRAWN BY:MS
CHECKED BY:MS	APPROVED BY:MS
SCALE: AS SHOWN	DATE: 07/13/25
DRAWING NUMBER	01-G001
SHEET NUMBER	01

**HUNTSVILLE**  
The Star of Alabama

**MAYOR**  
TOMMY BATTLE

**CITY COUNCIL MEMBERS**

MICHELLE WATKINS  
DAVID LITTLE  
JENNIE ROBINSON  
BILL KLING  
JOHN MEREDITH

DISTRICT 1  
DISTRICT 2  
DISTRICT 3  
DISTRICT 4  
DISTRICT 5

GARVER PROJECT NO. 2500378  
JULY 2025



5125A Research Drive NW  
Huntsville, AL 35895  
(256) 534-5512



AL COA #500-E  
5125A Research Drive NW  
Huntsville, AL 35895  
(256) 534-5512  
[BID SET]



REV.	DATE	DESCRIPTION
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1. THE "DESIGN AND ACCEPTANCE MANUAL FOR SANITARY SEWERS" (LATEST EDITION), AS ADOPTED BY THE CITY OF HUNTSVILLE ENGINEERING DEPARTMENT, IS HEREBY MADE A PART OF THESE PLANS FOR CONSTRUCTION OF ALL SANITARY SEWER LINES, MANHOLES, AND SERVICES.

1. THE DESIGN AND ACCEPTANCE MANUAL FOR SANITARY SEWERS' (LATEST EDITION), AS ADOPTED BY THE CITY OF HUNTSVILLE ENGINEERING DEPARTMENT, IS HEREBY MADE A PART OF THE SPECIFICATIONS FOR CONSTRUCTION OF ALL SANITARY SEWER LINES, MANHOLES, AND SERVICES.
2. SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SAFETY, MEANS, OR METHODS OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL APPROPRIATE AGENCIES BEFORE WORK COMMENCES TO VERIFY THE TYPE LOCATION, PROTECTION REQUIREMENTS, DEPTH OF ALL EXISTING UTILITIES, DRAINAGE PATTERNS, AND ANY OTHER INFORMATION THAT MAY BE NECESSARY TO AVOID DAMAGE TO EXISTING UTILITIES FOR ALL COSTS ASSOCIATED WITH REPAIRING AND/OR REPLACING ANY SUCH ITEMS DAMAGED DURING CONSTRUCTION.
4. CAUTION: UNDERGROUND UTILITIES ARE TAKEN FROM EXISTING RECORDS AND FIELD SURVEY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS AND CONFIRM LOCATIONS OF UTILITIES AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE ACCURATELY LOCATE AND UNCOVER ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTORS OPERATIONS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. GAS, SEWER, AND WATER SERVICE SHALL BE MAINTAINED DURING ENTIRE CONSTRUCTION PERIOD ON TEMPORARY FACILITIES PROVIDED.
6. CONTRACTOR IS RESPONSIBLE FOR ALL Dewatering ACTIVITIES AND ASSOCIATED PERMITS REQUIRED FOR ALL EXCAVATIONS REQUIRED TO COMPLETE THE PROJECT. Dewatering shall be considered INCIDENTAL. TO BE MADE FOR THE COMPLETE PROJECT, NO SEPARATE PAYMENT WILL BE MADE FOR DEWATERING.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING INSIDE OF EXCAVATIONS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND GRUBBING SHALL BE CONSIDERED INCIDENTAL. TO WORK REQUIRED TO COMPLETE PROJECT, NO SEPARATE PAYMENT WILL BE MADE FOR DEWATERING.
8. APPROPRIATE LOCATIONS OF OVERHEAD POWER LINES MAY OR MAY NOT BE SHOWN ON PLANS. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL LOCATIONS IN THE FIELD AND PLAN WORK IN THESE AREAS ACCORDINGLY.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE DRAINAGE AND CURB INANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS (SWPPP) AS REQUIRED. CONTRACTOR SHALL OBTAIN AGEN CONSTRUCTION PERMIT PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PERMITS REQUIRED FOR WORK WITHIN STREAMS.
10. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE TRAFFIC CONTROL AND SIGNAGE FOR THE DURATION OF PROJECT AS REQUIRED BY THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES -PART V, AND/OR ALL OTHER APPLICABLE GUIDELINES OF ALOOT. COUNTY CITY OR ANY OTHER AGENCY SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL. ANY OTHER CLOSURE MUST BE APPROVED BY THE CITY OF HUNTSVILLE TRAFFIC ENGINEER PRIOR TO ANY PUBLIC ROAD CLOSURES.
11. CONTRACTOR SHALL MAINTAIN TRAFFIC FLOW TO RESIDENCES AND BUSINESS WITH MINIMAL DISRUPTION OF ACCESS.
12. ALL DRIVEWAYS SHALL BE OPEN CUT UNLESS NOTED OTHERWISE.
13. ALL EXCAVATION BACKFILL OUTSIDE DRIVEWAYS TRAFFIC WAYS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. TO PREVENT SETTLEMENT.

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION.

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND FOLLOWING ALL REQUIREMENTS OUTLINED IN PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES AND ALL EROSION PREVENTION (BMP'S) TO CONTROL EROSION IN ACCORDANCE WITH ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND SORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DESIGN, INSTALLATION, MAINTENANCE, AND REMOVAL OF EROSION CONTROL MEASURES. EROSION CONTROL MEASURES ARE INSTALLED PROPERLY, REPAIRED AS NEEDED AND WORKING PROPERLY. THE CONTRACTOR SHALL WORK COOPERATIVELY WITH THE OWNER AND THE ALABAMA DEPARTMENT OF ENVIRONMENTAL NATURE AND FORESTRY TO ENSURE ALL REQUIREMENTS FOR EROSION CONTROL.
  3. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED IMMEDIATELY AFTER WORK IS COMPLETE. ALL SLOPES 4:1 OR GREATER SHALL BE FULL SOIL (SEE OTHERS SPECIFICATION NOTED).
  4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED DAILY AND AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED AS NEEDED TO PREVENT OVERFLOW REACHED ONE HALF THE CAPACITY OF THE DEVICE.
- ## GAS LINE JACK AND BORE CROSSING NOTES
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH KINDER MORGAN PRIOR TO ANY WORK INSIDE OF KINDER MORGAN'S EASEMENT.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ANY REQUIREMENTS OUTLINED IN THE SPECIFICATIONS FOR THE BORE UNDER THE EXISTING KINDER MORGAN GAS LINE.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH KINDER MORGAN FOR LOCATING GAS LINE BOTH HORIZONTALY AND VERTICALLY.
  4. THE CONTRACTOR SHALL KEEP ALL EQUIPMENT REQUIRED TO INSTALL CASING PIPE AND GRAVITY SEWER OUT OF KINDER MORGAN'S GAS LINE EASEMENT.
  5. WELDED STEEL CASING PIPE SHALL BE COATED INSIDE AND OUT WITH AT LEAST ONE SHOP COAT OF AN APPROVED PRIMER AND A SECOND COAT OF AN APPROVED TOP COAT. THE PRIMER AND TOP COAT OF ALL CASING PIPE MEETING THE REQUIREMENTS OF FEDERAL SPECIFICATION TT-C-494B TYPE II, COMPOSITION G, FUSION-BONDED Epoxy COATING, MEETING THE REQUIREMENTS OF ASTM D213, MAY BE USED AS AN ALTERNATIVE TO THE APPROVED PROTECTION MATERIAL. MAY BE USED WITH PRIOR APPROVAL BY THE OWNER/ENGINEER.
  6. THE KINDER MORGAN EASEMENT IS SHOWN AS REFERENCE ONLY. THE CONTRACTOR SHALL STATE EASEMENT PRIOR TO ANY WORK IN THE AREA.

SYMBOL	DESCRIPTION
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SYMBOL	DESCRIPTION
	EASEMENT LINE
	EXISTING OVERHEAD ELECTRIC
	EXISTING SANITARY SEWER
	FEWA FLOODPLAIN
	FEWA FLOODPLAIN
	UNDERGROUND ELECTRIC LINE
	PROPERTY LINE
	PROPOSED SANITARY SEWER
	RIGHT-OF-WAY
	SILT FENCE
	TEMPORARY CONSTRUCTION EASEMENT
	TOE OF SLOPE
	TOP OF BANK
	TREE LINE
	EXISTING SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER MAIN
	UTILITY POLE

ABBREV	DESCRIPTION
APPROX	APPROXIMATE
BFE	BASE FLOOD ELEVATION
DIP	DUCTILE IRON PIPE
DH	DOGHOUSE MANHOLE
NTS	NOT TO SCALE
TOP	TOP OF PIPE
WT	WATER TIGHT
UNK	UNKNOWN

ABBREV	DESCRIPTION
APPROX	APPROXIMATE
BFE	BASE FLOOD ELEVATION
DIP	DUCTILE IRON PIPE
DH	DOGHOUSE MANHOLE
NTS	NOT TO SCALE
TOP	TOP OF PIPE
WT	WATER TIGHT
UNK	UNKNOWN

SYMBOL	DESCRIPTION
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SYMBOL	DESCRIPTION
	EXISTING ASPHALT
	PROPOSED ASPHALT
	EXISTING CONCRETE
	PROPOSED CONCRETE
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR

1. GRAY SCALED LINE TYPES AND SYMBOLS INDICATE EXISTING ITEMS. BOLD SCALED LINE TYPES AND SYMBOLS INDICATE PROPOSED

SYMBOL	DESCRIPTION
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SYMBOL	DESCRIPTION
01	CALLOUT DENOTES A DETAIL REFERENCE

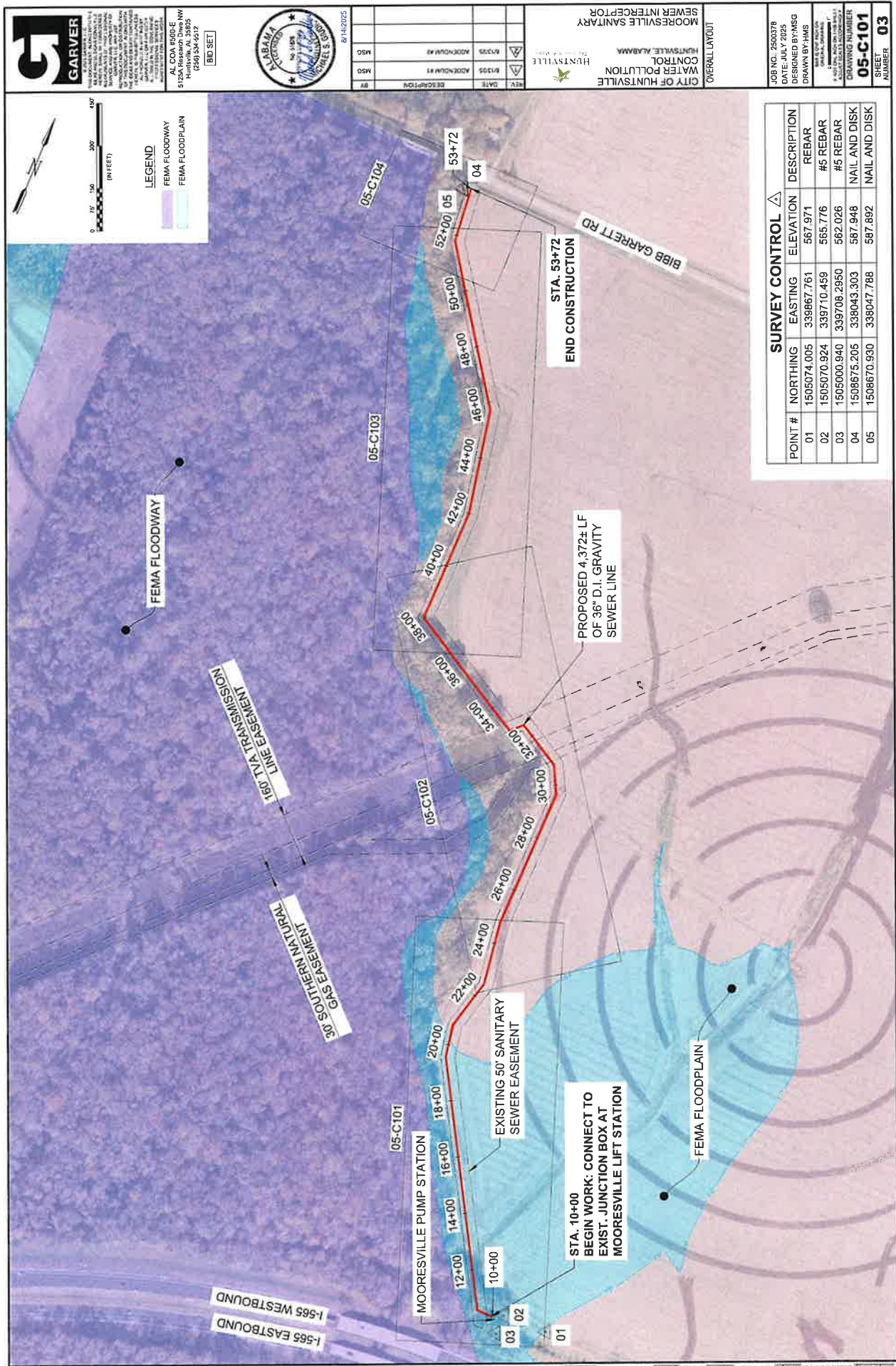
CALLOUT DENOTES A STANDARD  
DETAIL REFERENCE

SYMBOL INDICATES NORTH  
DIRECTION

SYMBOL INDICATES A GRAPHICAL  
BASE SCALE

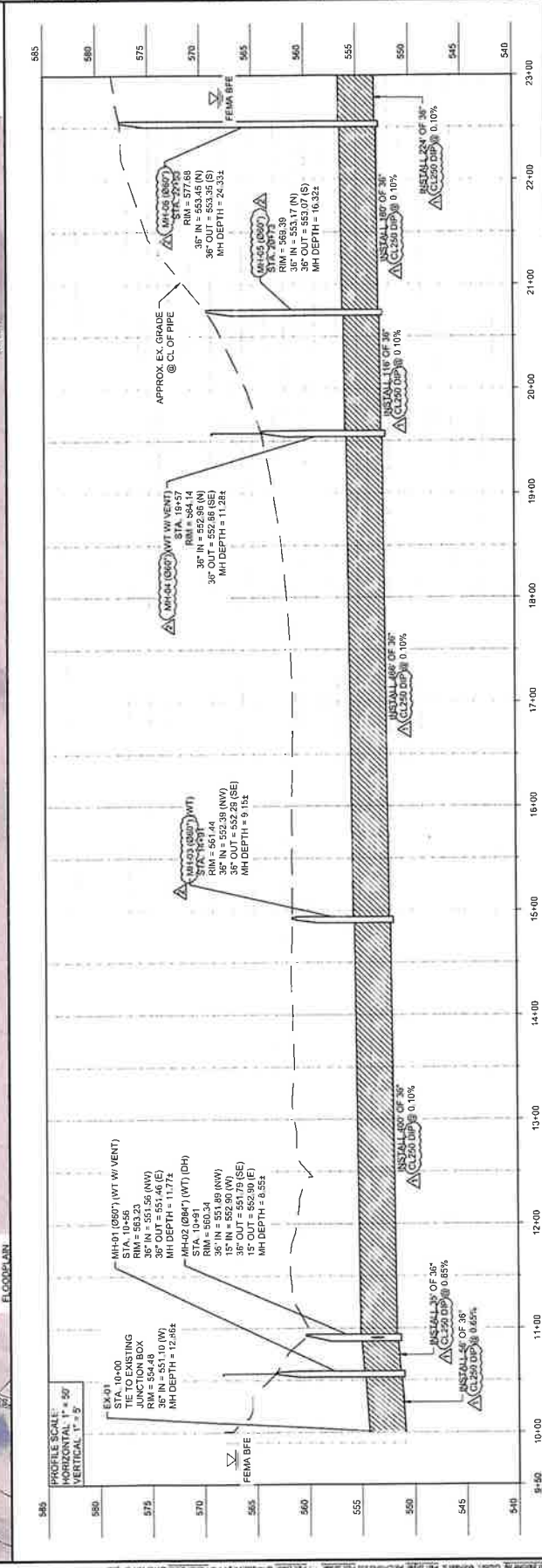
CLOUDED REGION INDICATES A  
REVISED AREA





File: 102510-10-2023178 - Huntville Water Pollution Control Sewer Interceptor - Addendum 2 - 10/11/2025 4:30 PM (Last Modified: 10/11/2025)  
Last Printed By: Charles, Michael S. and Kyle, Michael S. on 10/11/2025 11:10 AM (Printed: 10/11/2025)







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AL COA #500-E  
1125A Research Drive NW  
Huntsville, AL 35895  
(256) 534-5517



6/11/2007

REV.	DATE	DESCRIPTION	BY
	8/13/25	ADDENDUM #1	MSO
	8/13/25	ADDENDUM #2	MSO



HUNTSVILLE

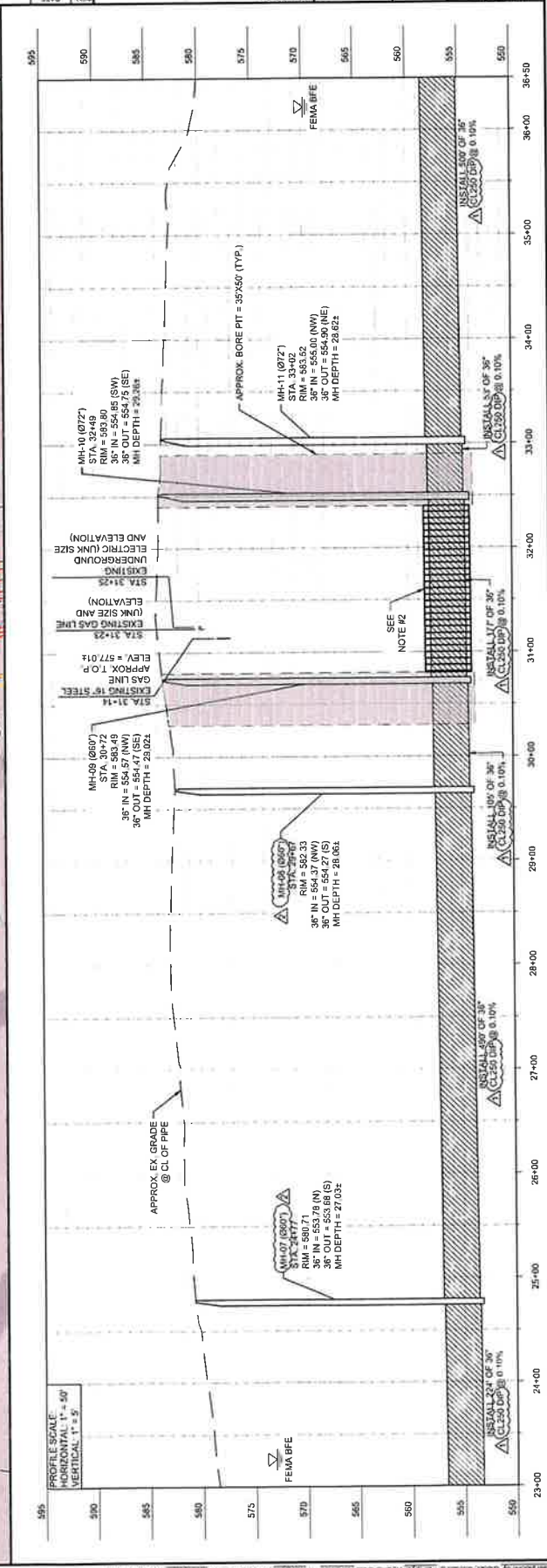
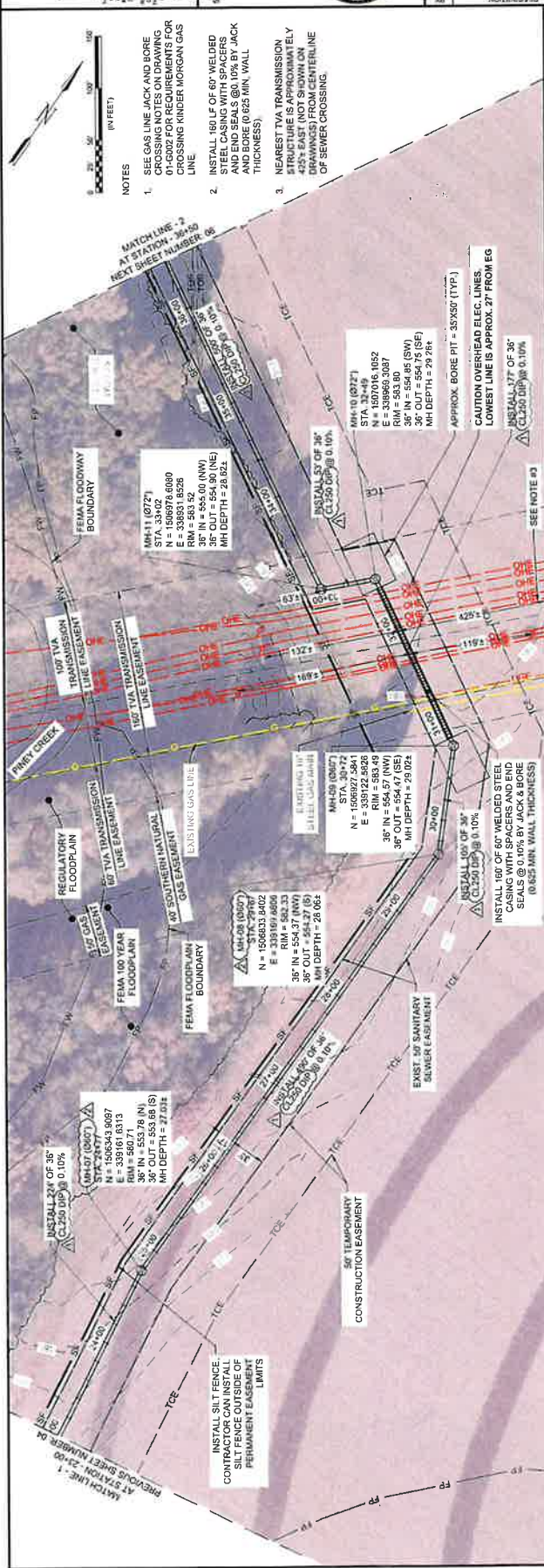
HUNTSVILLE  
POLLUTION  
CONTROL  
E. ALABAMA  
SIVILLE SANITA  
INTERCERPTIO

PLAN AND PROFILE  
STA. 23+00 TO STA.

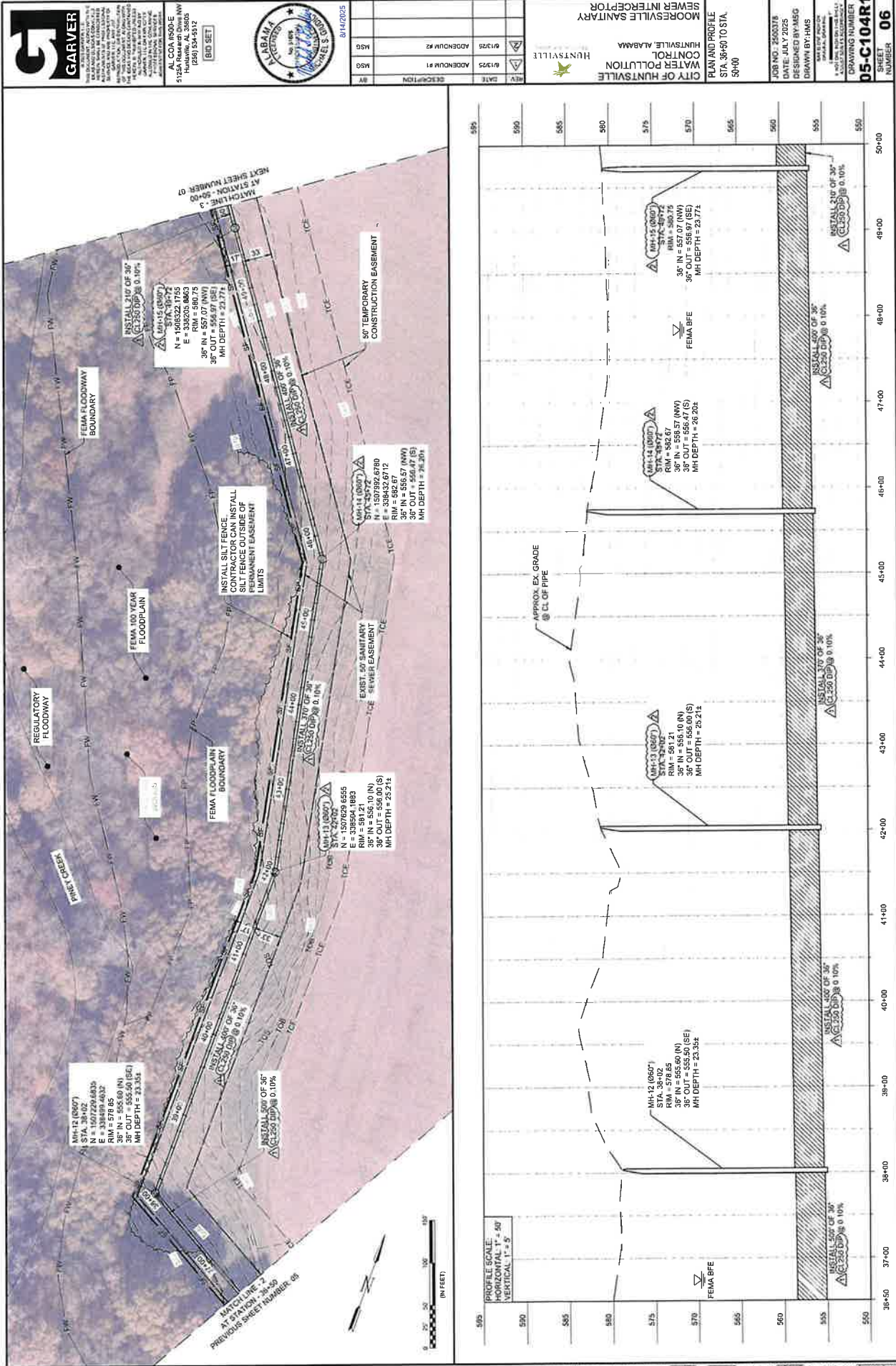
36+50

DRAWN BY: HMS  
DATE: 10/10/01  
CIRCUIT: 0103R  
DRAWING NUMBER:  
05-C103R

**SHEET  
NUMBER** **05**

[illegible]





COA 000-E  
Huntsville, AL 35895  
(256) 534-9512  
BID SET



REV	DATE	DESCRIPTION
1	6/1/25	ADDITION #1
2	6/1/25	ADDITION #2
3	6/1/25	ADDITION #3
4	6/1/25	ADDITION #4
5	6/1/25	ADDITION #5
6	6/1/25	ADDITION #6
7	6/1/25	ADDITION #7
8	6/1/25	ADDITION #8
9	6/1/25	ADDITION #9
10	6/1/25	ADDITION #10

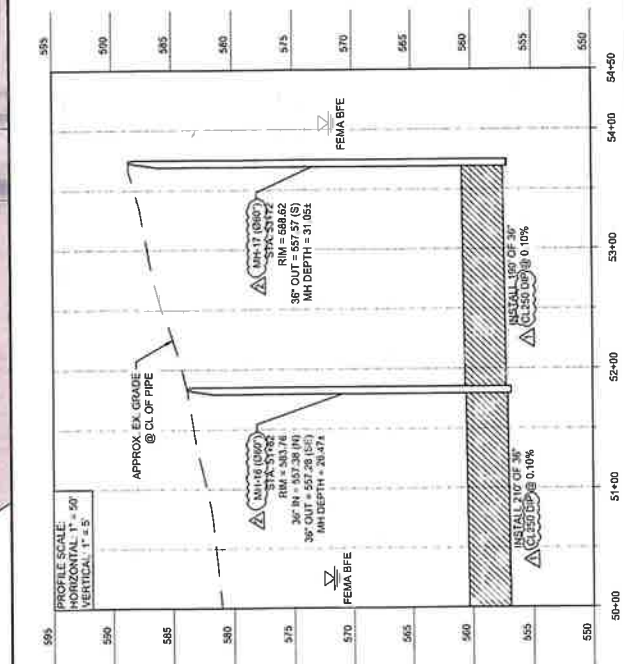
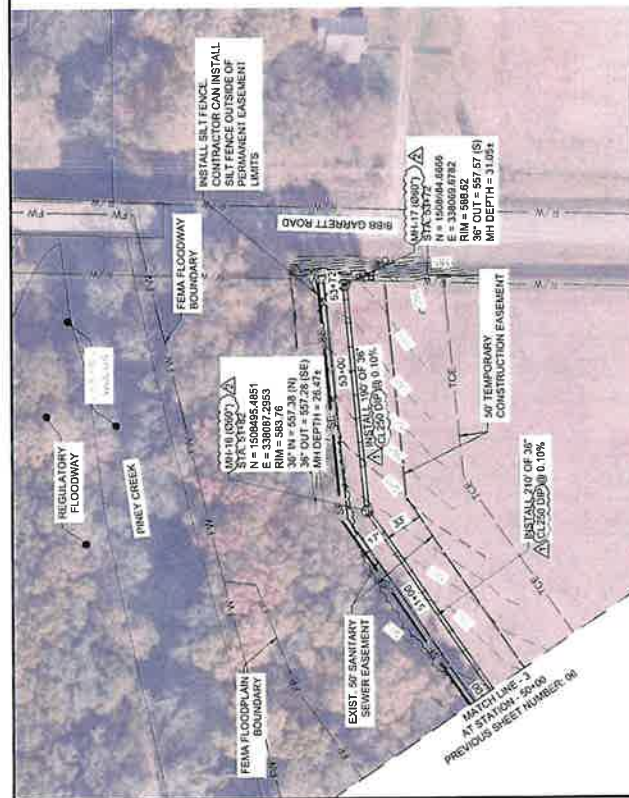


CITY OF HUNTSVILLE  
WATER POLLUTION  
CONTROL  
HUNTSVILLE, ALABAMA  
SEWER INTERCEPTOR  
MOOREVILLE SANITARY

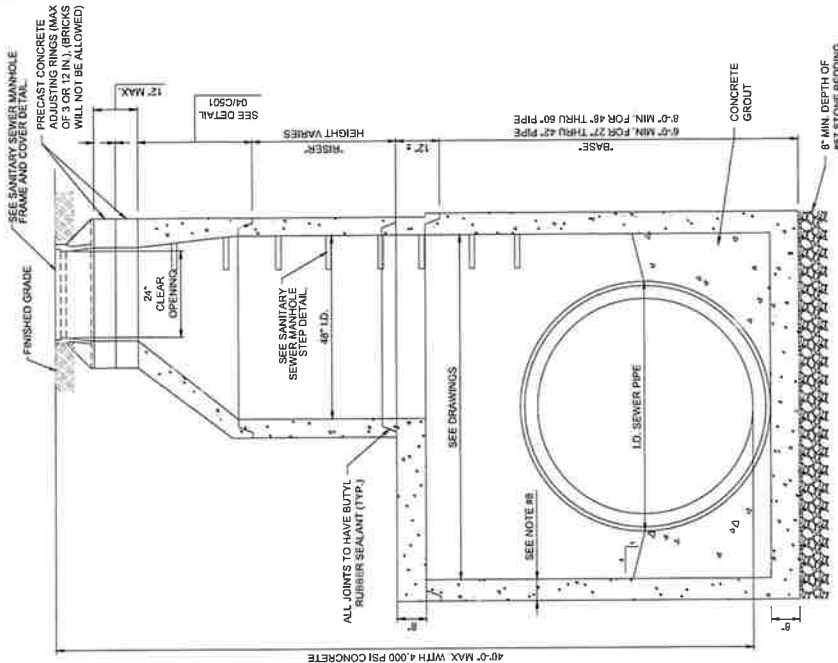
PLAN AND PROFILE  
STA 38+50 TO STA  
50+00

JOB NO. 2500378  
DATE: JULY 2025  
DESIGNED BY: MEG  
DRAWN BY: HNS

05-C104R1  
DRAWING NUMBER  
06  
SHEET NUMBER

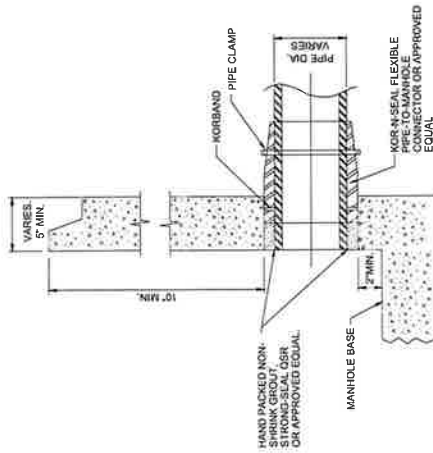
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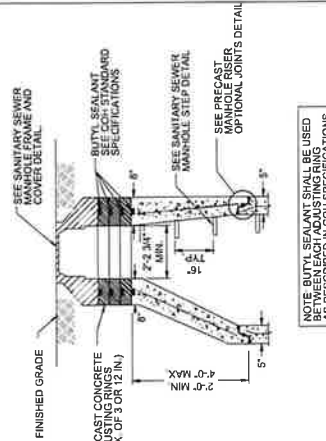


- NOTES
1. STONE BEDDING SHALL EXTEND TO THE OUTER BOUNDARY OF ALL UNDISTURBED AREAS SURROUNDING THE MANHOLE.
  2. EXCAVATION PAY LINE EXTENDS 6" OUTSIDE THE LARGEST DIAMETER OF THE MANHOLE ALL AROUND.
  3. PRECAST CONCRETE MANHOLES SHALL BE IN COMPLIANCE WITH ASTM C-776.
  4. PRECAST CONCRETE MANHOLES SHALL BE IN COMPLIANCE WITH ASTM C-590.
  5. MANHOLE SUBMITTALS SHALL BE STAMPED BY AN ALABAMA PE AND APPROVED BY OWNER/ENGINEER PRIOR TO ORDERING MATERIALS.
  6. SUPPLIER SHALL BE RESPONSIBLE FOR STRUCTURAL DESIGN AND CERTIFICATION.
  7. CONTRACT SPECIFICATIONS SHALL NOT BE LESS THAN 8 INCHES THICK FOR 48" DIAMETER MANHOLES, 8 INCHES THICK FOR 60" DIAMETER MANHOLES, AND 7 INCHES THICK FOR 72" MANHOLES.
  - 8.

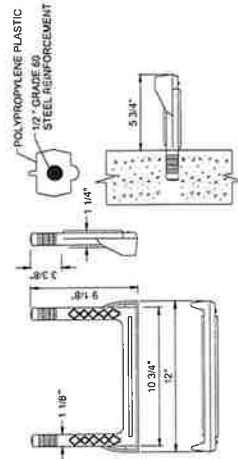
05 STANDARD 60" AND LARGER SANITARY SEWER MANHOLE DETAIL  
C-501 SCALE: NOT TO SCALE



02 FLEXIBLE PIPE-TO-MANHOLE CONNECTOR DETAIL  
C-501 SCALE: NOT TO SCALE



04 STANDARD SANITARY SEWER  
MANHOLE ECCENTRIC TOP SECTION DETAIL  
C-501 SCALE: NOT TO SCALE



NOTE:  
MANHOLE STEPS SHALL BE MANUFACTURED FROM POLYPROPYLENE PLASTIC REINFORCED WITH A 1/2" GAUGE 60 STEEL ROD. STEPS SHALL BE EMBEDDED IN THE RISER, BASE AND TOP SECTIONS A MINIMUM OF 3" AT THE TIME OF CONSTRUCTION. MANHOLE STEPS SHALL BE A MINIMUM OF 10 3/4" WIDE AND EXTEND FROM THE MANHOLE WALL A MINIMUM OF 5 3/4".

03 STANDARD SANITARY SEWER MANHOLE STEP DETAIL  
C-501 SCALE: NOT TO SCALE

DETAIL REMOVED IN ADDENDUM #2

01 STANDARD 48" SANITARY SEWER MANHOLE DETAIL  
C-501 SCALE: NOT TO SCALE



THIS DOCUMENT IS UNCLASSIFIED  
DATE 08-21-2001 BY 60322 UCBAW/STP  
REASON: EXEMPT FROM GDS  
AUTHORITY: 48 CFR 101-11.6  
DATE 08-21-2001 BY 60322 UCBAW/STP  
REASON: EXEMPT FROM GDS  
AUTHORITY: 48 CFR 101-11.6  
DATE 08-21-2001 BY 60322 UCBAW/STP  
REASON: EXEMPT FROM GDS  
AUTHORITY: 48 CFR 101-11.6

AL COA #500-E  
5125A Research Drive NW  
Huntsville, AL 35895  
G271 534-5512



EV	DATE	DESCRIPTION	BY
	6/13/25	ADDENDUM #1	MSG
	6/13/25	ADDENDUM #2	MSG

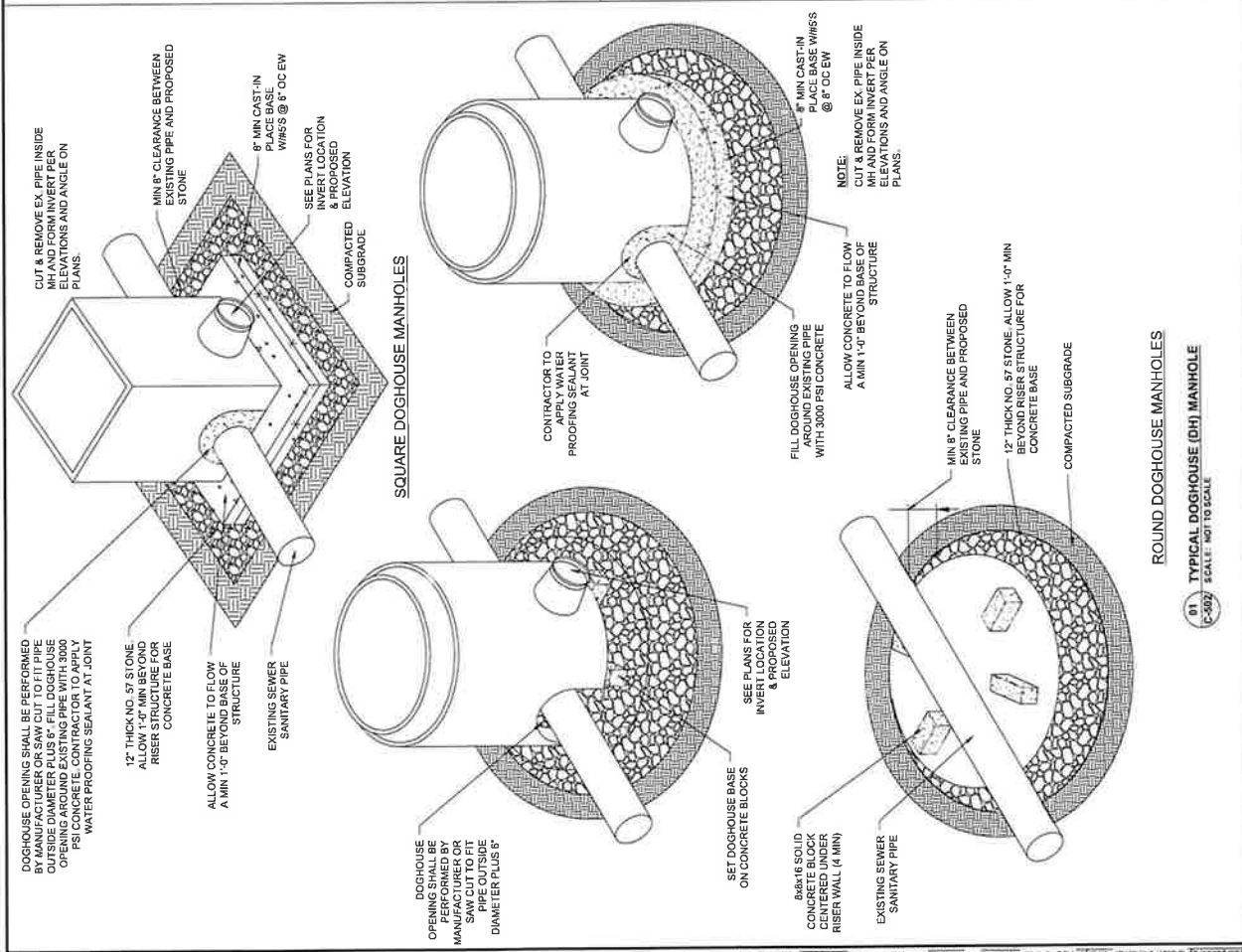
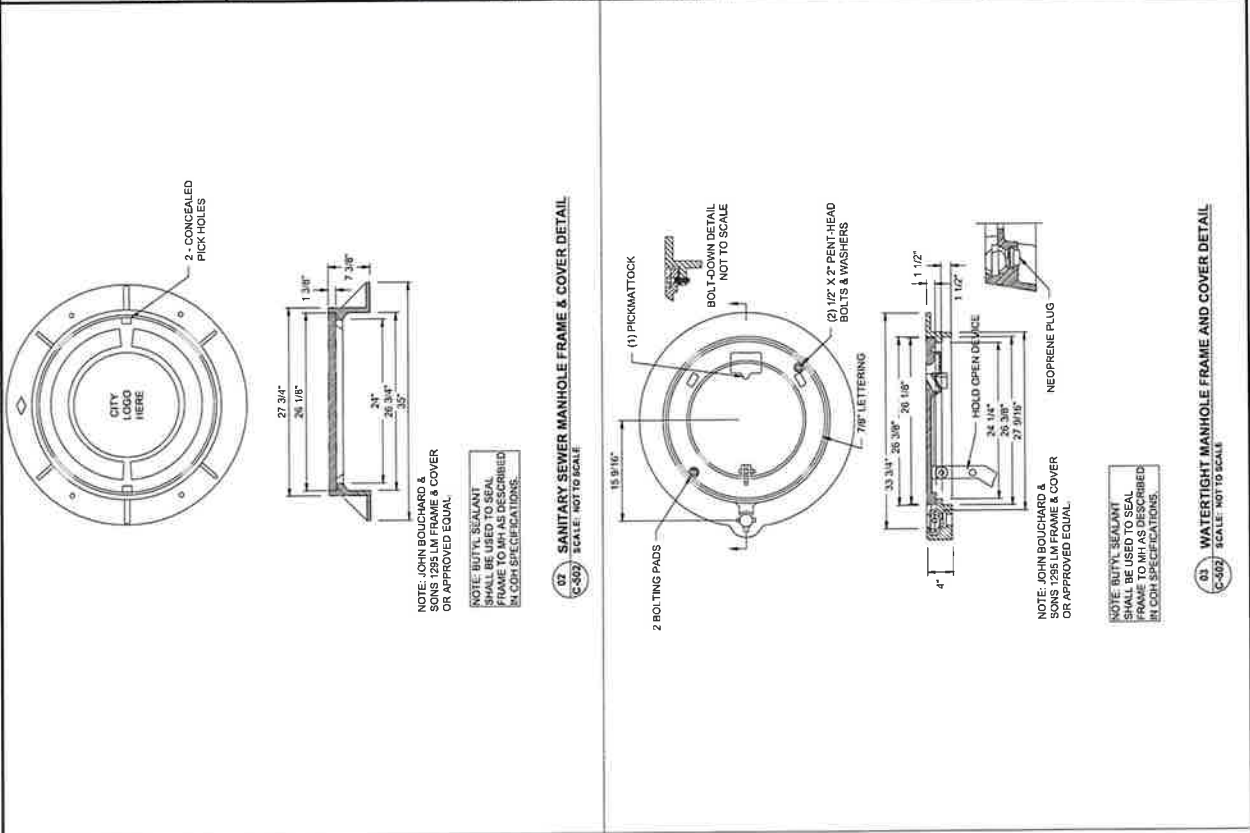


SAGE

CITY OF HUNTSVILLE WATER POLLUTION CONTROL HUNTSVILLE, ALABAMA	MOORESVILLE SANITARY SEWER INTERCEPTOR	STANDARD DETAILS
-------------------------------------------------------------------------	-------------------------------------------	------------------

JOB NO.: 2500378  
DATE: JULY 2025  
DESIGNED BY: MSG  
DRAWN BY: HIMS

DRAWING NUMBER	05-C501R
SHEET NUMBER	08









AL COR 8501E  
9125A Research Drive NW  
Huntsville, AL 35895  
(256) 545-5512  
[B0 SET]



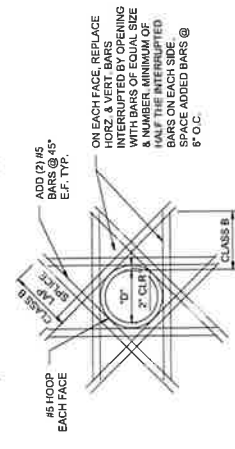
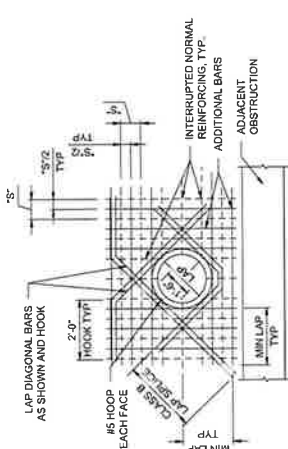
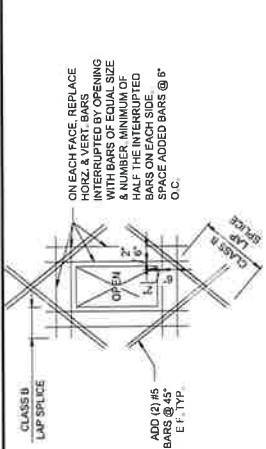
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B/3235	ADDITION #1	
B/3235	ADDITION #2	
MSC		
MSC		
BY		



CITY OF HUNTSVILLE  
WATER POLLUTION  
CONTROL  
HUNTSVILLE, ALABAMA  
MOOREVILLE SANITARY  
SEWER INTERCEPTOR

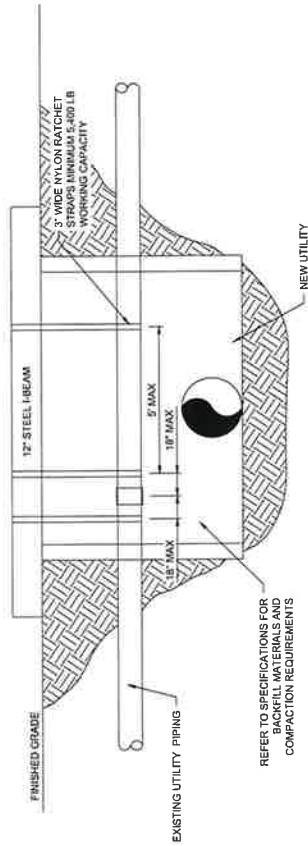
STANDARD DETAILS  
IV  
JOB NO. 2500378  
DATE: JULY 2025  
DESIGNED BY: AMG  
DRAWN BY: HMS

DRAWING NUMBER  
05-C504  
SHEET  
NUMBER  
11

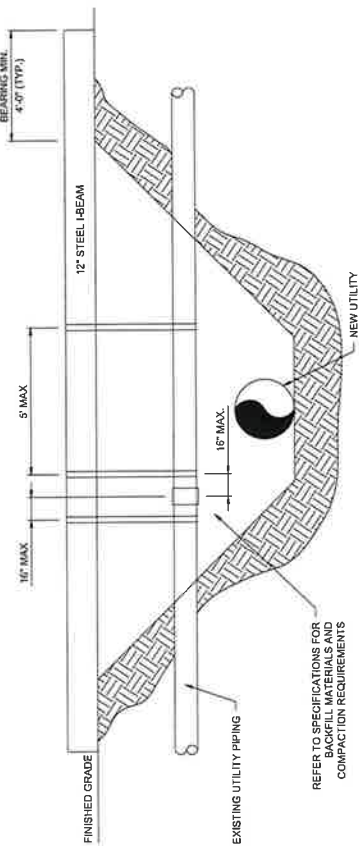


- NOTES
1. NUMBER OF ADDITIONAL REINFORCING BARS AT EACH SIDE OF OPENING SHALL BE EQUAL TO THE NUMBER OF INTERRUPTED BARS IN EACH LAYER OF REINFORCING.
  2. SIZE OF ADDITIONAL REINFORCING BARS TO EQUAL SIZE OF INTERRUPTED REINFORCING BARS.
  3. PROVIDE STD HOOKS FOR BARS IF LAP LENGTH EXTENSION CANNOT BE OBTAINED AT JOINTS OR OTHER OBSTRUCTIONS. PLACE ADDITIONAL BARS IN SAME PLANES AS INTERRUPTED REINFORCING.
  4. UNLESS NOTED OTHERWISE, SIZE OF DIAGONAL BARS SHALL BE THE SAME SIZE AS THE INTERRUPTED NORMAL REINFORCING LOCAL DIAGONALS IN EACH LAYER OF REINFORCING.
  5. PLACE DIAGONAL BARS INSIDE NORMAL REINFORCING.
  6. PROVIDE 2 DIAGONAL BARS EACH LAYER OR FACE, EACH WAY AS SHOWN.
  7. ALL REINFORCING TO CLEAR OPENING OR FLANGE COLLARS BY 2".

81  
C-504  
SCALE: NOT TO SCALE  
ADDITIONAL REINFORCEMENT @ WALL OPENINGS

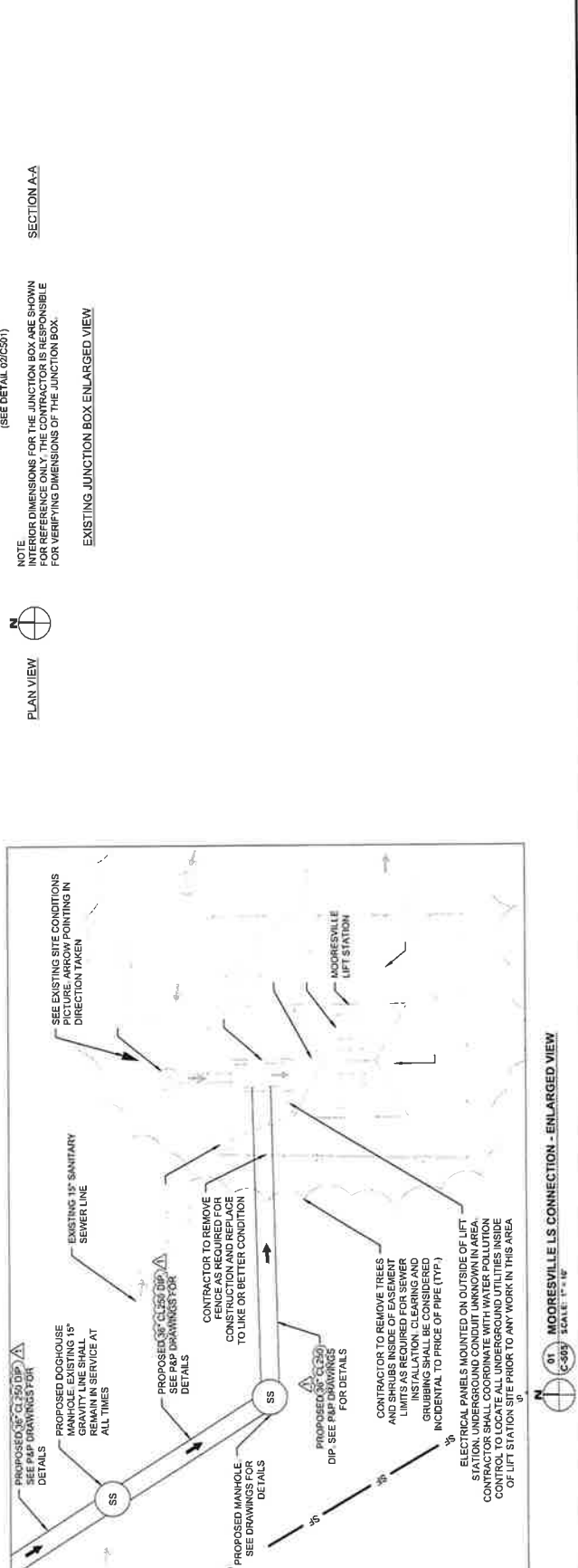


SHORED TRENCH  
NOT TO SCALE



SLOPED TRENCH  
NOT TO SCALE

82  
C-554  
SCALE: NOT TO SCALE  
EXPOSED PIPED UTILITY TEMPORARY SUPPORT

[illegible]

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES – **ADDENDUM #2**

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes:
  - 1. Bid Item Descriptions
  - 2. Schedule of Values.
  - 3. Application for Payment.
  - 4. Partial Payments.
  - 5. Defect assessment.
  - 6. Unit prices.
- B. Related Sections:
  - 1. 01 33 00 – Submittal Procedures
  - 2. 01 77 00 – Close Out Procedures

## 1.2 BID ITEM DESCRIPTIONS

- A. The Basis of Payment will be as established in the Contract Documents and as described below:
  - 1. **Mobilization/Demobilization (Max 5% of Total Base Bid)**  
 Payment for this bid item shall be made at the unit price of lump sum. Work to include administrative cost including, but not limited to, permitting fees, shop drawing submittals, schedule of values, project schedule, meetings, temporary utility hookups, as-builts, and mobilization/demobilization of construction equipment on and off the project site. Bid price for mobilization shall not exceed five percent (5%) of the total bid item. Sixty percent (60%) of mobilization may be requested on the first pay request. The final forty percent (40%) may be requested upon completion of the work.
  - 2. **Erosion Control**  
 Payment for this bid item shall be made at the unit price of lump sum. Furnish all labor, materials, equipment, and incidentals necessary for the installation, maintenance, and removal of stormwater best management practices (BMPs) required for the project and in accordance with ADEM's "Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas," latest edition. This item includes, but is not limited to, silt fence, waddles, construction entrance/exit pads, erosion mats, temporary and permanent seeding, and sodding. Twenty-five (25) percent will be paid upon installation, fifty (50) percent will be paid during duration of project, and twenty-five (25) percent will be paid upon removal and project completion.
  - 3. **Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (8'-12") Depth**  
 Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.

4. **Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>12'-16') Depth**  
 Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.
  
5. **Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>16'-20') Depth**  
 Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.
  
6. **Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>20'-24') Depth**  
 Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.
  
7. **Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>24'-28') Depth**  
 Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock

excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.

**8. Furnish and Install 36-inch CL150 D.I. Sanitary Sewer (>28'-32') Depth**

Payment for this bid item shall be made at the unit price per linear foot of pipe installed as listed in the Bid Form and as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the pipe as shown in the Drawings by open cut. This item includes, but is not limited to, clearing and grubbing; excavation, compaction, and bedding; disposal of excess material; temporary support and protection of existing underground or overhead facilities including any repair of damaged utilities; furnishing of embedment and backfill; testing; post construction inspection; and installation/removal of any temporary caps/plugs. All trench excavation shall be "unclassified", and no separate or special payment will be made for rock excavation. The presence of groundwater and surface water can be anticipated during construction and no separate or special payment will be made for dewatering. No payment will be made for the additional depth of cut required to facilitate the placement of pipe zone bedding material.

**9. Furnish and Install 60-Inch Precast Concrete Manhole (8'-16') Depth (ADDENDUM #2)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**10. Furnish and Install 60-Inch Precast Concrete Manhole (>16'-20') Depth (ADDENDUM #2)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**11. Furnish and Install 60-Inch Precast Concrete Manhole (>20'-24') Depth (ADDENDUM #2)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**12. Furnish and Install 60-Inch Precast Concrete Manhole (>24'-28') Depth (ADDENDUM #2)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**13. Furnish and Install 60-Inch Precast Concrete Manhole (>28') Depth (ADDENDUM #2)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**14. Furnish and Install 72-Inch Precast Concrete Manhole (All Depths)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**15. Furnish and Install 84-Inch Precast Doghouse Concrete Manhole (All Depths)**

Payment for this bid item shall be made at the unit price per each as listed in the Bid Form and as shown on the Drawings. Measure depths from manhole cover to lowest pipe invert. This item includes furnishing all labor, materials, equipment, and incidentals that may include, but is not limited to, excavation; shoring; backfilling; disposal of excess material; plugging of existing sanitary sewer main(s); temporary bypass pumping; installing grade adjustment rings; frame and cover; water tight frame and vent pipe (if shown on Drawings); pipe boots; testing; cleanup; and all other appurtenances for a complete installation as indicated on the Drawings and in compliance with the specifications.

**16. Connection to Existing Junction Box at Lift Station**

Payment for this bid item shall be made at the unit price of lump sum. Furnish labor, materials, equipment, and incidentals necessary for connection of new gravity sewer to existing junction box at the lift station. This item includes, but is not limited to, excavation; shoring; backfilling; disposal of excess material; temporary bypass pumping; coring existing junction box; pipe boots; additional rebar reinforcement; concrete; and all other appurtenances for a complete connection as indicated on the Drawings and in compliance with the specifications. Refer to Standard Detail 01/C-505.



**Option 1:****1-1: Furnish and Install 60-inch Welded Steel Casing (Min. 625" Thick) by Jack and Bore (ADD. #2)**

Payment for this bid item shall be made at the unit price per linear foot of casing pipe installed as shown on the Drawings. Furnish labor, materials, equipment, and incidentals necessary for installation of the 54-inch casing pipe as shown on the Drawings by jack and bore. This item includes, but is not limited to, excavation of bore and receiving pits; shoring, sheeting, and bracing; steel encasement pipe; casing spacers; end seals; backfilling; restoration of all disturbed areas; and any incidentals necessary to complete the bore satisfactorily to the Owner and the agencies having jurisdiction over the crossing.

**1.3 SCHEDULE OF VALUES**

- A. Submit electronic file to Project website of schedule on Progress Estimate schedule on EJCDC C-620 or form approved by Engineer and Owner. Document shall be a Microsoft Excel file type.
- B. Apparent "low-bidder" shall submit a preliminary Schedule of Values as electronic file within 2 days after bid opening.
- C. Submit complete Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.
- D. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify mobilization, bonds and insurance, progress schedule development, startup and commissioning, contract close-out, and demobilization as separate line items.
- E. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- F. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders with each Application for Payment.
- H. An unbalanced or front-loaded schedule of values, or a schedule of values substantially different than the preliminary schedule, will not be accepted.
- I. Mobilization value shall not exceed 5% of the project total.
- J. Summation of the complete schedule of values representing all Work shall equal the Contract Price.

**1.4 APPLICATION FOR PAYMENT**

- A. Submit electronic file to project management website of each Application for Payment on EJCDC C-620 - Contractor's Application for Payment or similar form approved by Engineer and Owner.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.

- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 01 33 00, SUBMITTAL PROCEDURES.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
  - 1. Current construction photographs specified in Section 01 33 00, SUBMITTAL PROCEDURES.
  - 2. Partial release of liens from major Subcontractors and vendors.
  - 3. Record Documents as specified in Section 01 77 00, CLOSEOUT PROCEDURES, for review by Owner, which will be returned to Contractor.
  - 4. Affidavits attesting to off-Site stored products.
  - 5. Construction Progress Schedule, revised and current as specified in Section 01 33 00, SUBMITTAL PROCEDURES.

#### 1.5 PARTIAL PAYMENTS FOR STORED MATERIALS

- A. No payments will be made for materials and equipment delivered or stored unless shop drawings are accepted by Engineer. Thereafter, partial payments for materials and equipment delivered and stored, but not yet incorporated into the Work, shall not exceed 90% of the material value.
- B. Storage must meet the requirements of the General Conditions, be deemed acceptable by the Engineer and Owner, be located on the Site or a location agreed to by the Engineer and Owner, and meet the documented storage recommendations from the material manufacturer.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer or Owner, it is not practical to remove and replace the Work, Engineer or Owner will direct appropriate remedy or adjust payment. Potential remedies may include:
  - 1. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer or Owner.
  - 2. Defective Work will be partially repaired according to instructions of Engineer or Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer or Owner.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Engineer or Owner to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

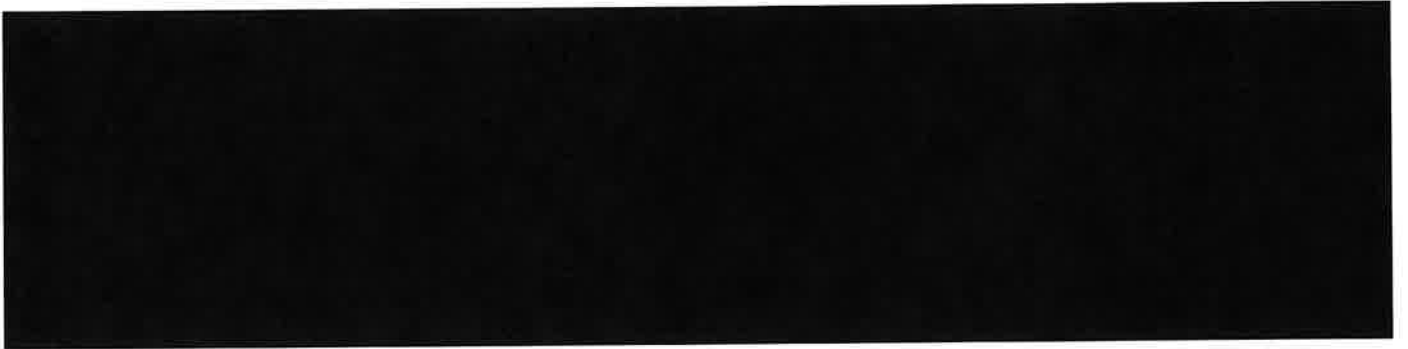
## 1.7 UNIT PRICES

- A. Engineer will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.
- B. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. Actual quantities provided shall determine payment.
  - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
  - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- C. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- D. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- E. Measurement of Quantities:
  - 1. Weigh Scales: Inspected, tested, and certified by applicable Alabama weights and measures department within past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  - 3. Metering Devices: Inspected, tested, and certified by applicable Alabama department within past year.
  - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
  - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
  - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



Michael,

Thanks for reaching out regarding your upcoming project. This inquiry has been logged as TB2506026. This number has now been added to the subject line as my reference for any future correspondence.

Pipeline(s) to be Encroached:

- 16" SNG – North Alabama Line (Natural Gas)

Encroachment:

- Jack & Bore crossing with 36" DIP sewer main inside 54" steel casing. Casing elevation as designed will provide a vertical clearance of 19' below the KM pipeline.

Location:

- Crossing Approx. GPS Points: 34.63747, -86.88747

KM Position on Encroachment:

- KM approves of this request, please accept this communication as our Notice of No Objection. Please proceed with your plans while abiding to our Guidelines While Working Around KM Pipelines.

I have attached the following:

- OM200-29 – KM Guidelines while working near KM Pipelines

NOTE:

- Kinder Morgan requires that you contact the local operations damage prevention supervisor for scheduling of line depth probing at points of interest. If applicable your drawings shall be revised to reflect pipeline/s depth of cover and submitted for review.
- For this area, the Kinder Morgan operations contact is:
  - Jerry Hughey/256-590-1878/ Alabama 811 One Call Ticket
- Kinder Morgan requires prior notification of the construction by the contractor submitting a state "1-call" and a phone call to area operations personnel to schedule inspectors. If KM Damage prevention (Utility Inspector) is required for more than 6days, KM will be reimbursed at \$570.57 per day (plus mileage and per diem if applicable).

- Utilities crossing the pipeline shall maintain the specified minimum clearances below the Kinder Morgan pipelines.
- Directional Drilling/Bore
  - o A Company representative must follow the procedures outlined in this section when a third party, contractor, etc. will perform directional drilling operations parallel to and/or within the minimum specified clearance of the Company's facilities.
  - o The Company representative can ask a contractor to stop drilling if the operation is deemed unsafe or there is a concern that damage to the facilities may occur. A contractor is responsible for any damage to the facilities incurred because of the drilling.
  - o Before starting a job, the contractor will:
    - § Notify One-Call for a utility locate request
    - § Contact the Company and advise of the proposed drilling route, expected clearance between the drilling tool and facilities, and drilling schedule
    - § Demonstrate that the boring tool can be accurately positioned
- Unpaved area with heavy equipment crossing will generally require additional cover or protective mats placed over the pipeline for crossing over the pipeline prior to crossing. Please contact our local area contact for scheduling of pipeline depth validation at points of interest.
- The construction contractor must follow the attached guidelines and notify the appropriate Kinder Morgan operations office and issue a "Alabama One Call" phone No. 811 prior to construction to schedule a Kinder Morgan Damage Prevention inspector to be on location when work is being conducted within 25' of the high pressure pipelines.
- PLEASE NOTE: Kinder Morgan inspectors will confirm clearances and we reserve the right to revoke approval and require adjustment at your expense of any construction that does not meet the requirements as outlined above or as set forth in the attached guidelines or interferes in any way with Kinder Morgan's rights under its easement or as pipeline owner / operator, or compromises the safety of the pipelines operation.

**The review and approval of this proposal shall only be valid for a period of one (1) year from the date of this letter/email.**

If you have any questions please do not hesitate to reach out.

*Trey Brown, PE, PMP*

Ops Support Group – Sr. Project Manager



569 Brookwood Village, Suite 600  
Birmingham, AL 35209  
205.325.7287 (Office)  
205.306.3358 (Cell)



1101 Market Street, Chattanooga, Tennessee 37402

July 15, 2025

Michael Giudici  
Garver  
[msgiudici@garverusa.com](mailto:msgiudici@garverusa.com)  
5125 Research Dr NW  
Huntsville, AL 35805

Dear Mr. Giudici:

**RUR\_0495163\_2025\_UNDERGROUND – DECATUR-JETPORT (INCL GREENBRIER, SOUTH LIMESTONE) 161 KV TRANSMISSION LINE (L5921) AND DECATUR-STR 21A TO BELLE MINA-STR 75 46 KV TRANSMISSION LINE (L2431) – IMPACT REVIEW OF PROPOSED SEWER PROJECT BETWEEN STRUCTURES 148DUP & 149DUP (L5921) AND 67 & 68 (L2431) – TRACT WDHA-38; WDH-152 – CITY OF HUNTSVILLE – MADISON COUNTY, ALABAMA**

This letter is in response to your request to construct a project under/across or adjacent to transmission line easements owned by the United States of America and entrusted to the Tennessee Valley Authority (TVA). We have completed our review of the application for your proposed project at the above location. We understand that no additional obstructions will be installed within TVA's right-of-way other than what was included in the submitted plans ("Plans").

TVA has no objection to your Plans at this time, so long as they are constructed as submitted. As a condition of TVA's non-objection to your Plans, your future activities should at no time interfere or potentially interfere with TVA's property rights or operations, and you shall comply with the enclosed General Conditions. If at any time your project comes to interfere or potentially interfere with TVA's property rights or operations, you will make any necessary changes or alterations at your own cost such that the project no longer interferes with TVA's rights. Any plans for future modifications of your Plans shall be submitted well in advance of work activities being performed.

Sincerely,

A handwritten signature in black ink that reads "Stephen Williams". The signature is stylized with a cursive-like flow.

Stephen Williams  
Program Manager  
Transmission Right of Way

Enclosures:  
Plans  
General Conditions

cc: Chase Marshall, [chase.marshall@huntsvilleal.gov](mailto:chase.marshall@huntsvilleal.gov)

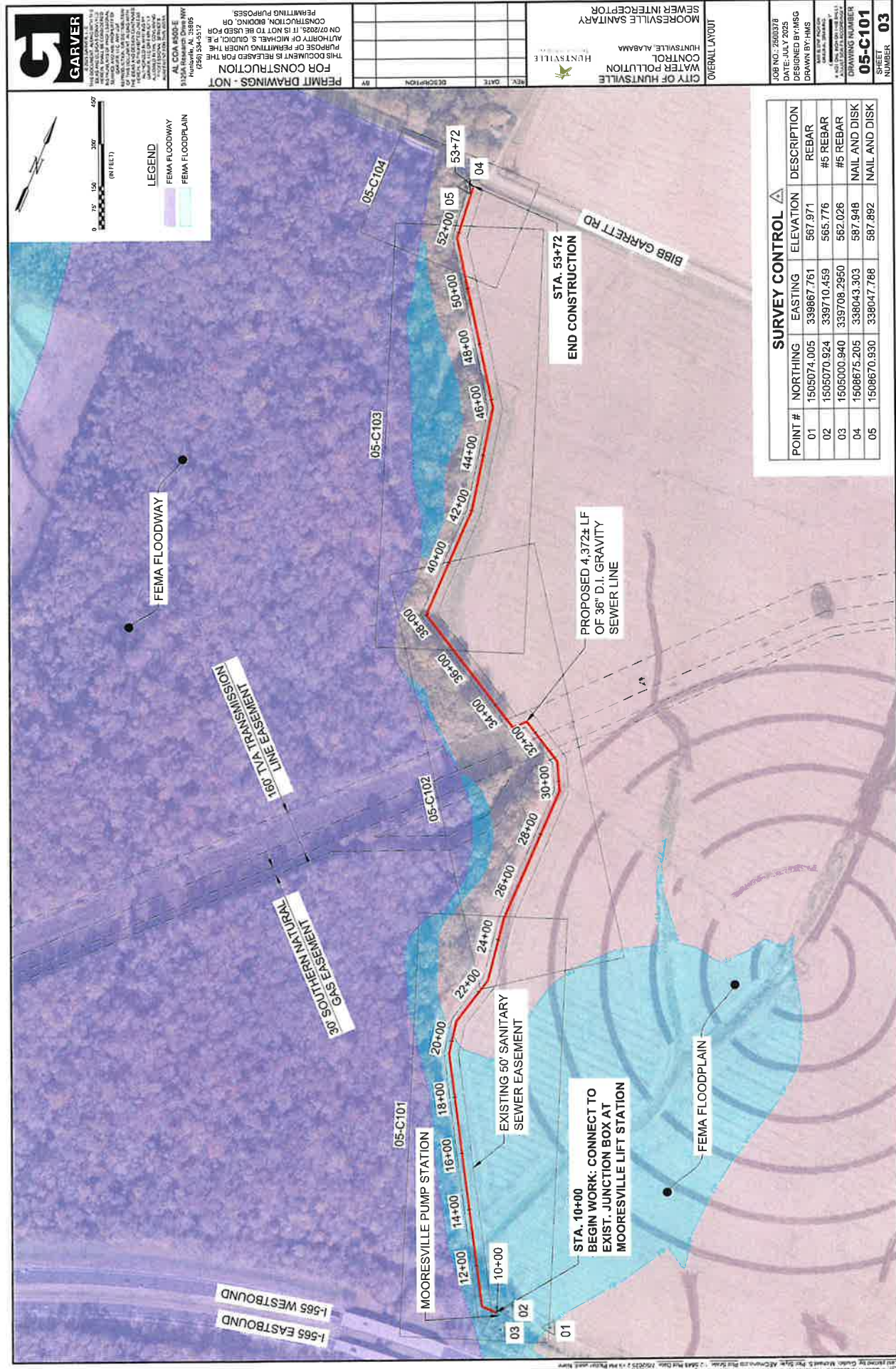
Sent via email to: [msgiudici@garverusa.com](mailto:msgiudici@garverusa.com)











**GARVER**

1125A Riverside Drive NW  
Huntsville, AL 35895  
(256) 534-5572

ALL CON. MADE  
FOR CONSTRUCTION  
PERMIT DRAWINGS - NOT  
FOR CONSTRUCTION  
ON OTHERS. IT IS NOT TO BE USED FOR  
CONSTRUCTION, RECORDING, OR  
ANY OTHER PURPOSES.  
THIS DOCUMENT IS RELEASED FOR THE  
AUTHORITY OF MICHAEL S. GUNDEL, P.E.  
ON 07/20/25. IT IS NOT TO BE USED FOR  
CONSTRUCTION, RECORDING, OR  
ANY OTHER PURPOSES.

**LEGEND**

- FEMA FLOODWAY
- FEMA FLOODPLAIN

0 75 150 300 450  
(IN FEET)

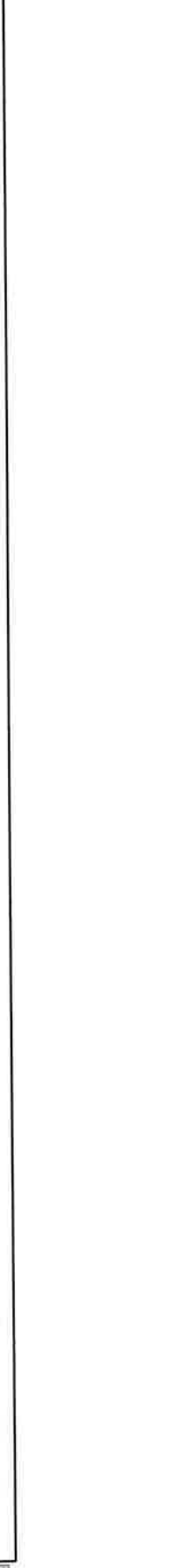
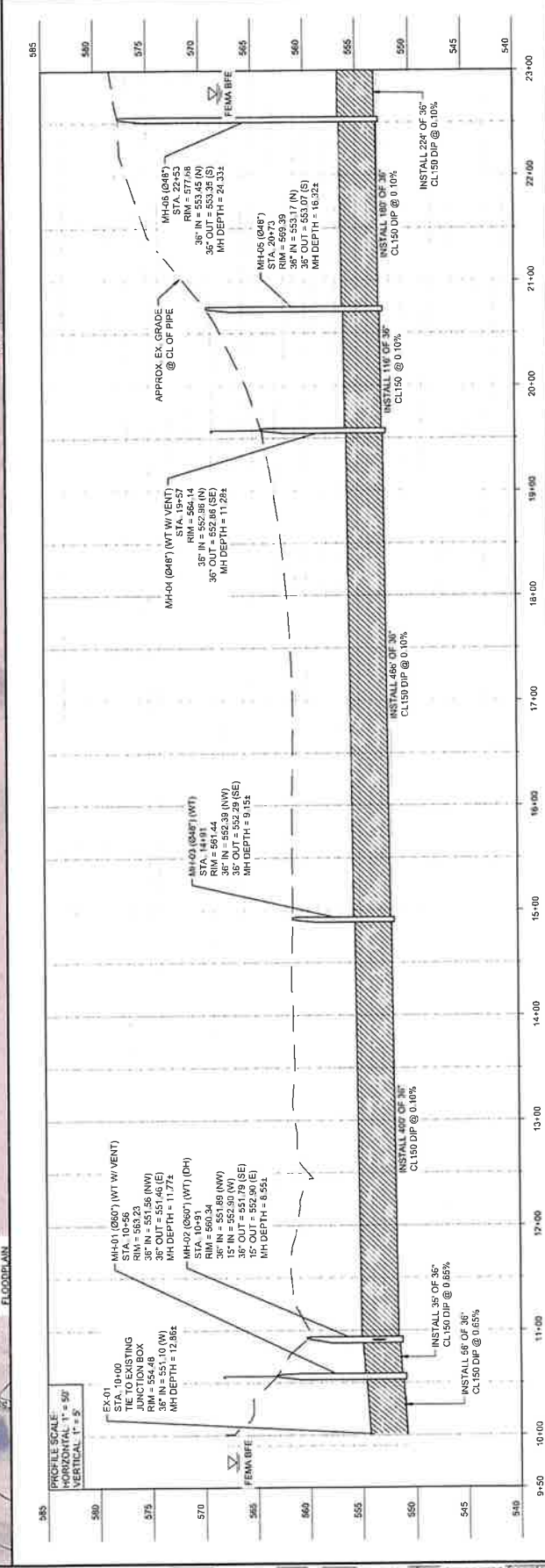
CITY OF HUNTSVILLE  
WATER POLLUTION  
CONTROL  
HUNTSVILLE, ALABAMA  
SEWER INTERCEPTOR  
OVERALL LAYOUT

JOB NO.: 2500378  
DATE: JULY 2025  
DESIGNED BY: MSG  
DRAWN BY: HMS  
MOOREVILLE PUMP STATION  
DRAWING NUMBER  
**05-C101**  
SHEET NUMBER **03**

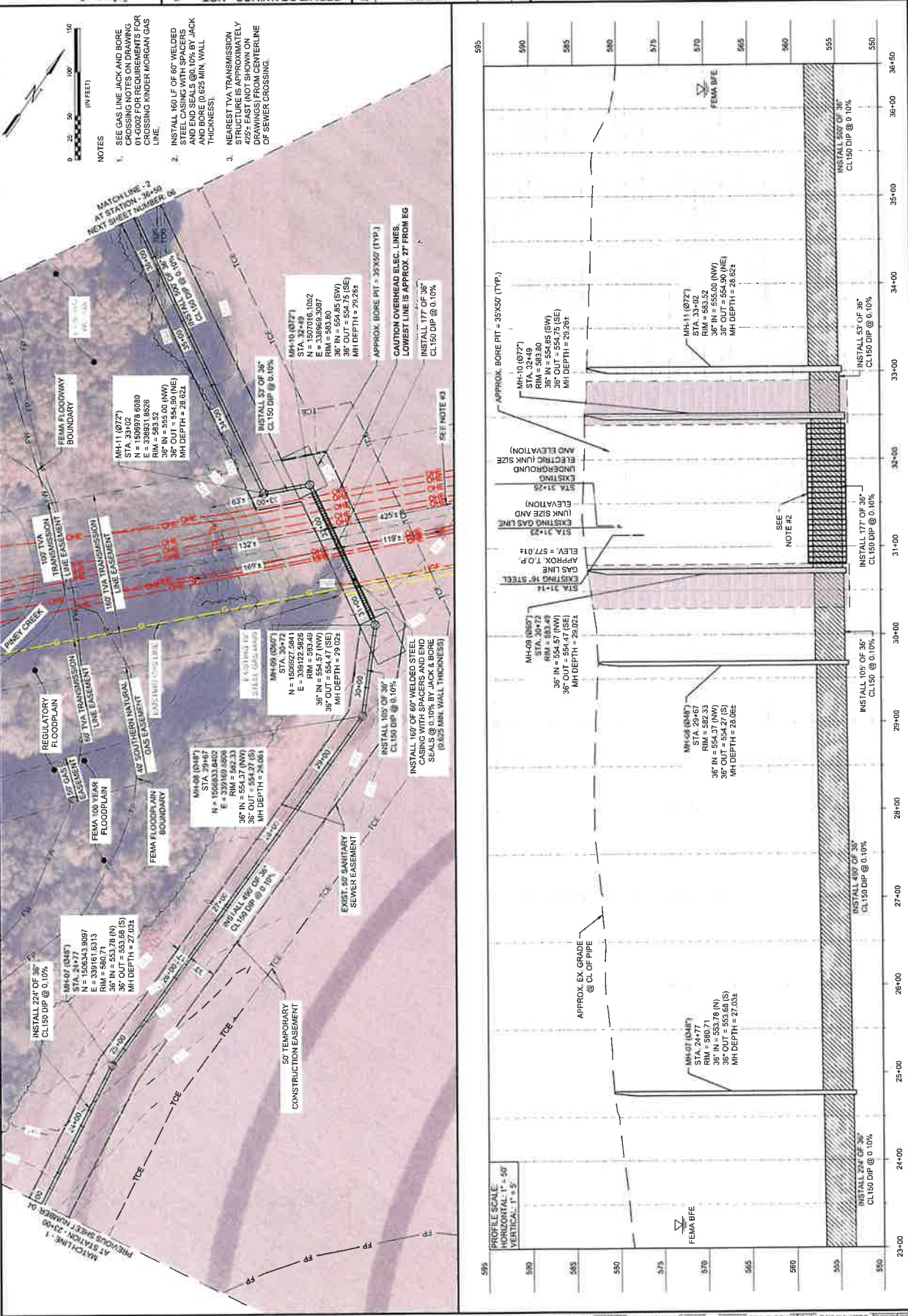
**SURVEY CONTROL**

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
01	1505074.005	339867.761	567.971	REBAR
02	1505070.924	339710.459	565.776	#5 REBAR
03	1505000.940	339708.2950	562.026	#5 REBAR
04	1508675.205	338043.303	587.948	NAIL AND DISK
05	1508670.930	338047.786	587.892	NAIL AND DISK

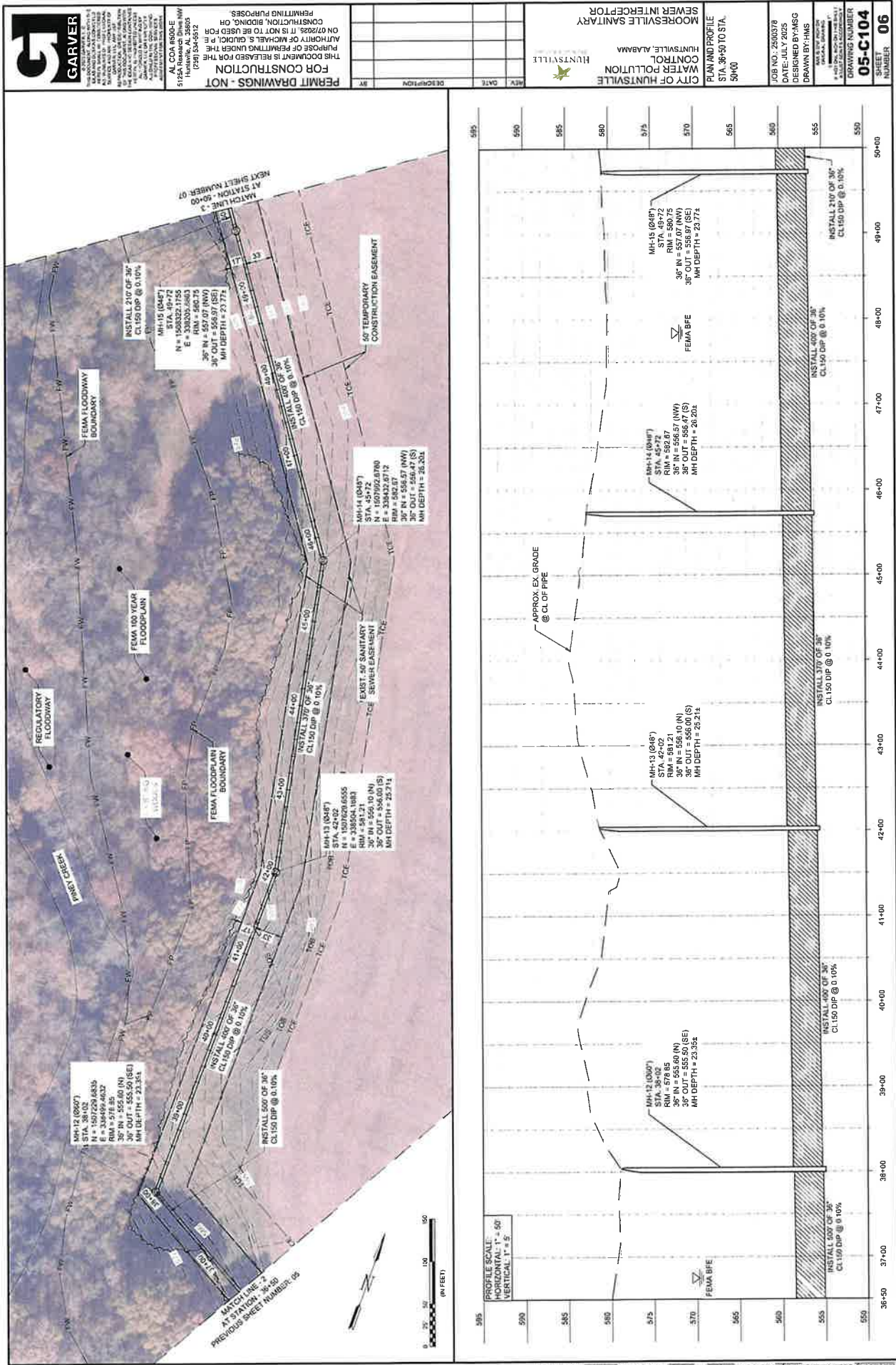




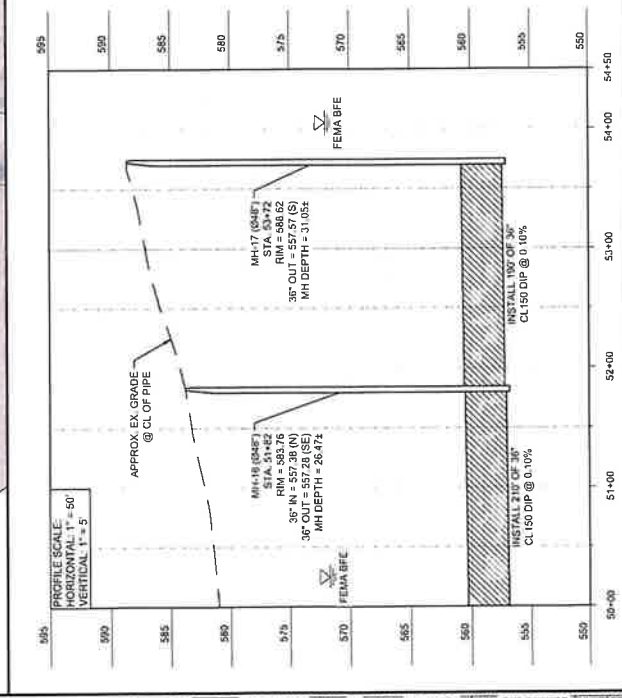
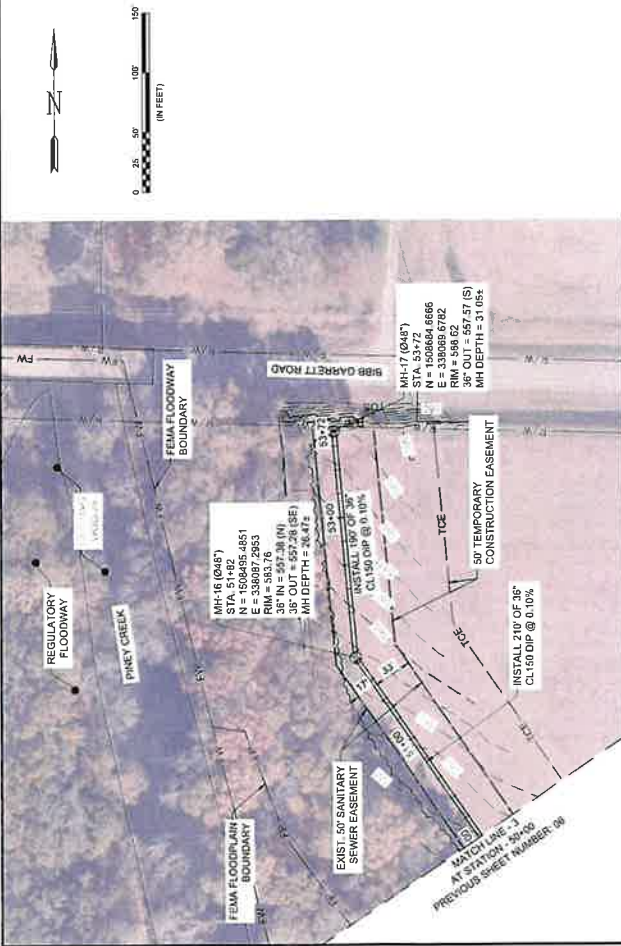














AL COA #5006  
1125A Research Drive NW  
Huntsville, AL 35895  
(256) 536-1222  
www.garver.com

FOR CONSTRUCTION  
PERMIT DRAWINGS - NOT  
FOR CONSTRUCTION

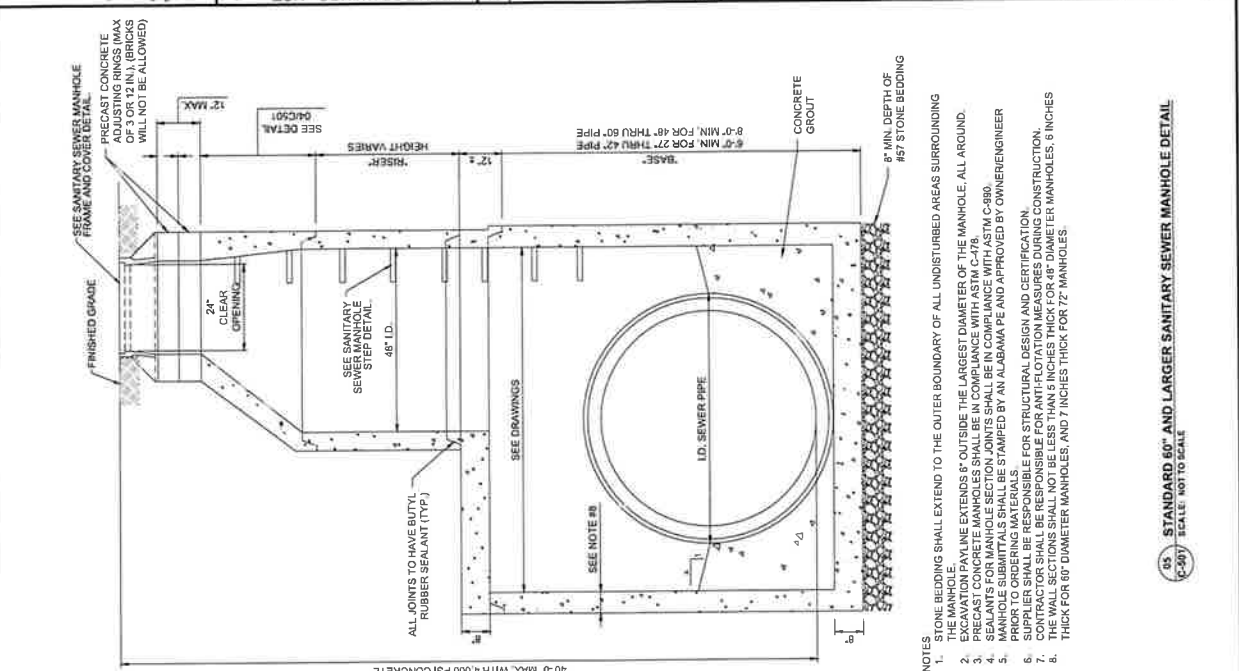
REV	DATE	DESCRIPTION



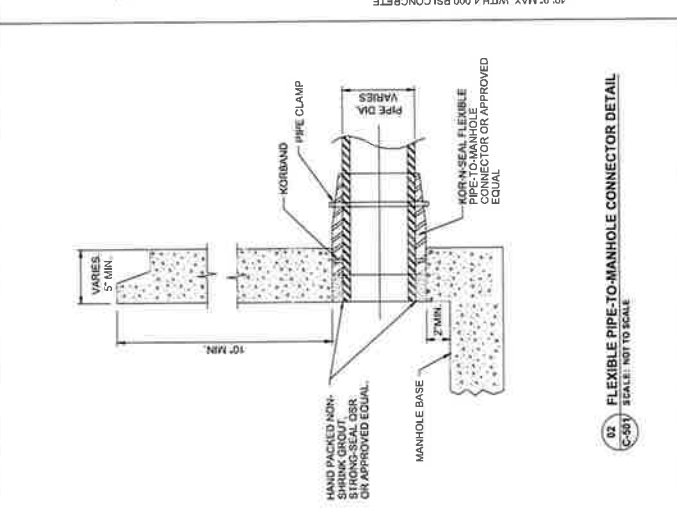
CITY OF HUNTSVILLE  
WATER POLLUTION  
CONTROL  
SEWER INTERCEPTOR  
HUNTSVILLE, ALABAMA

STANDARD DETAIL  
MOOREVILLE SANITARY  
SEWER INTERCEPTOR  
HUNTSVILLE, ALABAMA

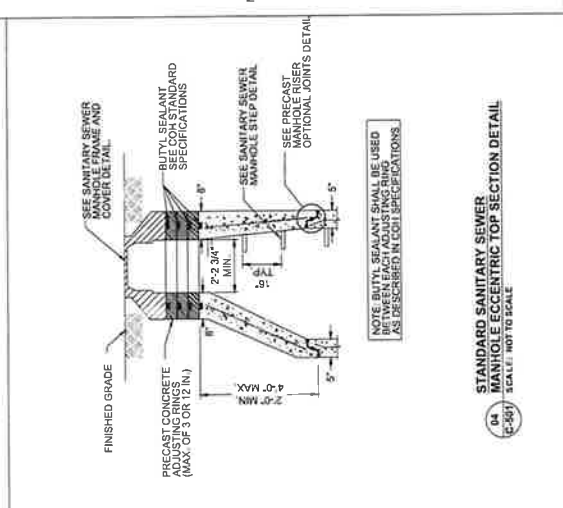
JOB NO.: 2200378  
DATE: JULY 2025  
DESIGNED BY: MSG  
DRAWN BY: HMS  
SCALE: NOT TO SCALE  
DRAWING NUMBER  
05-C501  
SHEET  
NUMBER  
08



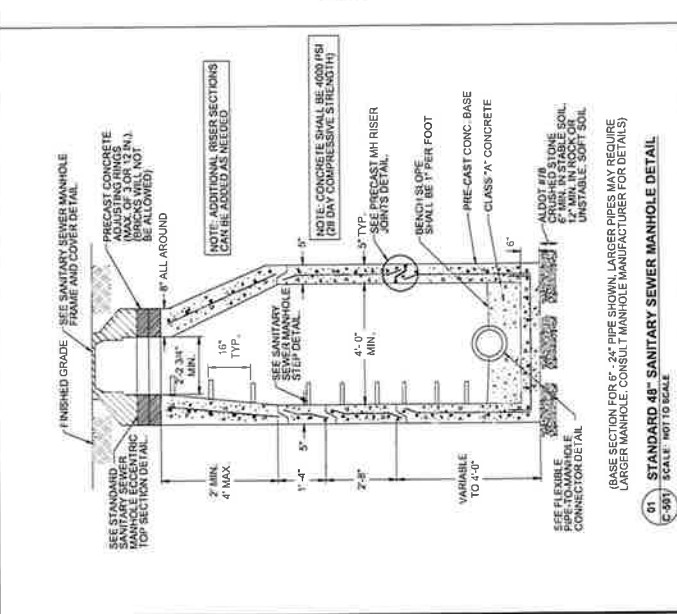
05 STANDARD 60" AND LARGER SANITARY SEWER MANHOLE DETAIL  
C-501 SCALE: NOT TO SCALE



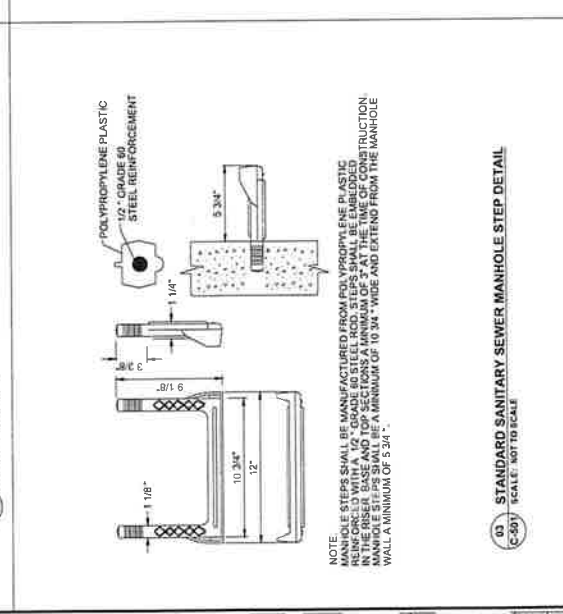
02 FLEXIBLE PIPE-TO-MANHOLE CONNECTOR DETAIL  
C-501 SCALE: NOT TO SCALE



04 STANDARD SANITARY SEWER  
MANHOLE ECCENTRIC TOP SECTION DETAIL  
C-501 SCALE: NOT TO SCALE



01 STANDARD 48" SANITARY SEWER MANHOLE DETAIL  
C-501 SCALE: NOT TO SCALE



03 STANDARD SANITARY SEWER MANHOLE STEP DETAIL  
C-501 SCALE: NOT TO SCALE

**CITY OF HUNTSVILLE**  
WATER POLLUTION CONTROL  
HUNTSVILLE, ALABAMA

**MOOREVILLE SANITARY SEWER INTERCEPTOR**

STANDARD DETAIL

JOB NO. 2500378  
DATE: JULY 2025  
DESIGNED BY: MSG  
DRAWN BY: HNS

05-C502  
DRAWING NUMBER

09  
SHEET NUMBER

**PERMIT DRAWINGS - NOT FOR CONSTRUCTION**

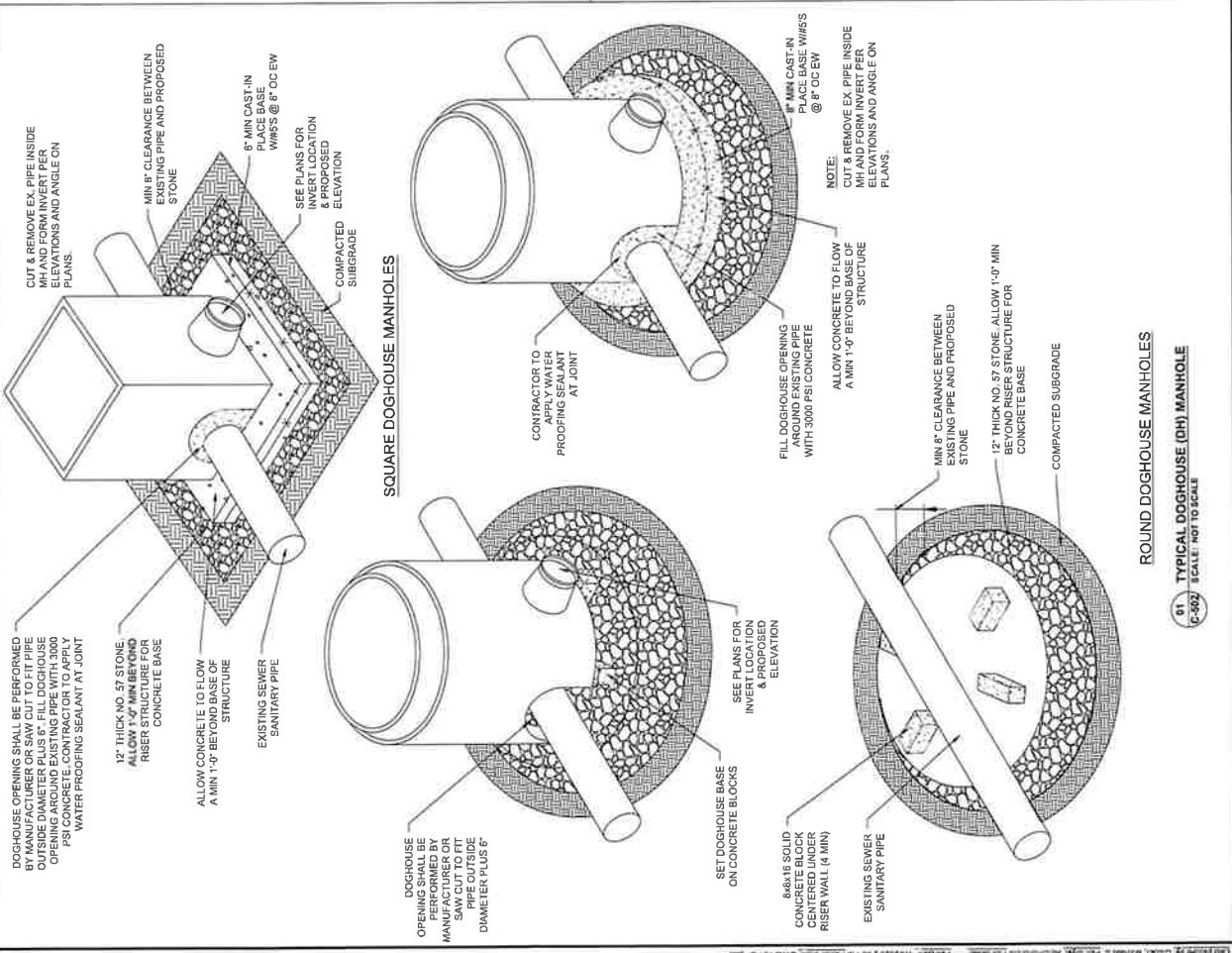
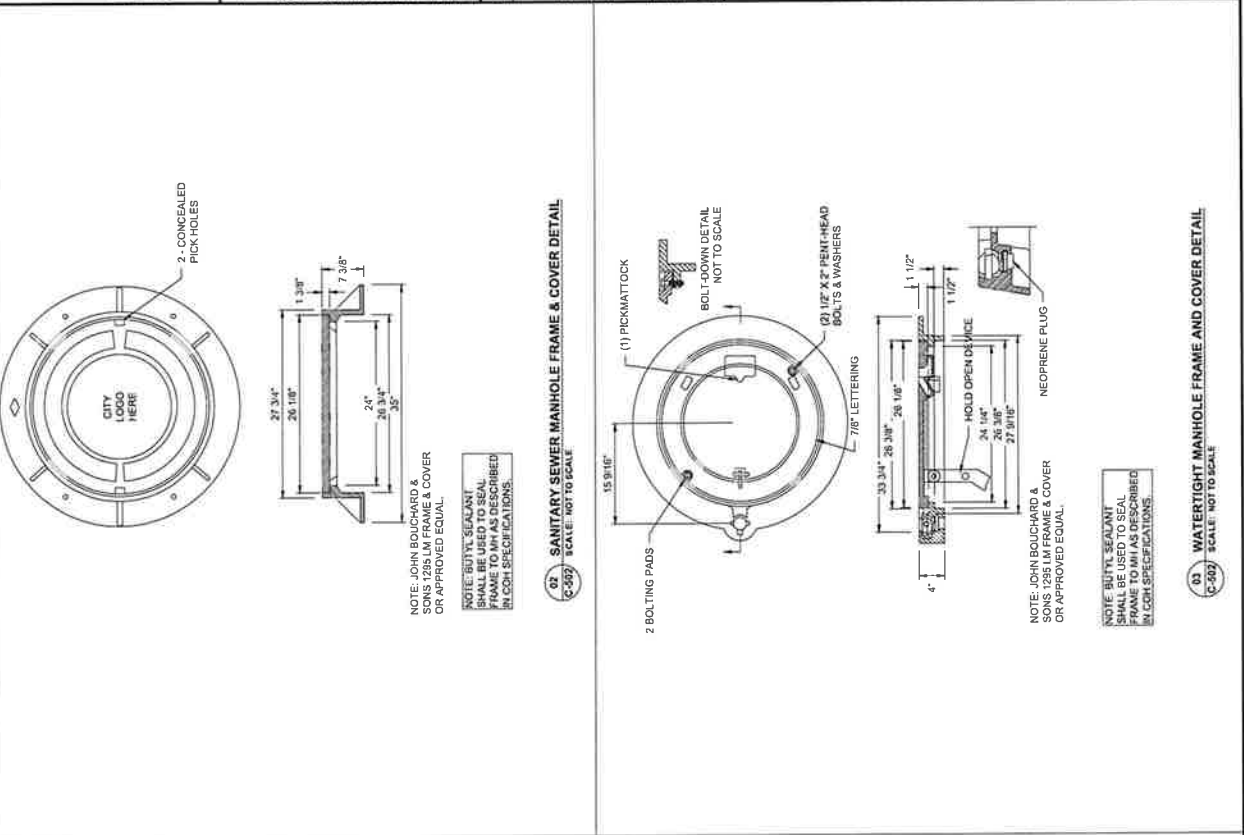
THIS DOCUMENT IS RELEASED UNDER THE AUTHORITY OF MICHAEL B. GUIDICI, PE ON 07/2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

**FOR CONSTRUCTION**

912.334.5172  
Huntsville, AL 35899

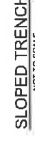
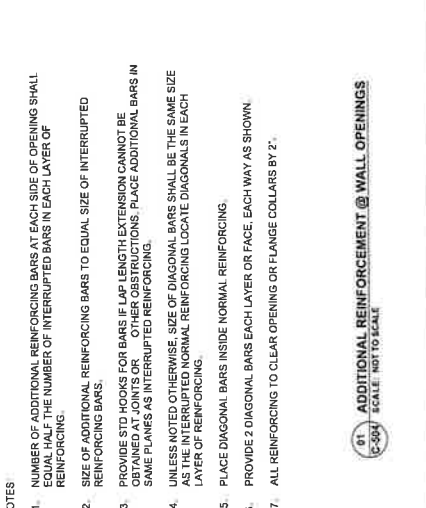
**GARVER**

1000 12TH AVENUE, SUITE 100  
HUNTSVILLE, ALABAMA 35899  
TEL: 256.334.5172  
WWW.GARVERINC.COM









02 EXPOSED PIPED UTILITY TEMPORARY SUPPORT  
C-534 SCALE: NOT TO SCALE

01 ADDITIONAL REINFORCEMENT @ WALL OPENINGS





# TENNESSEE VALLEY AUTHORITY

## TRANSMISSION & POWER SUPPLY

### GENERAL CONDITIONS FOR A CROSSING AND/OR LAND USE ON A TVA TRANSMISSION LINE EASEMENT/RIGHT-OF-WAY

- TVA offers no objection to the crossing or other type of requested land use so long as there is no interference or potential inference with TVA's operations or property rights, as determined by TVA in its sole discretion. Further TVA's no objection is contingent upon adherence to the plans submitted to and reviewed by TVA. Moreover, TVA's no objection to use property encumbered by a transmission line right-of-way does not in any way diminish or reduce the easement rights acquired by TVA, such as the right to patrol, clear, construct, maintain, erect, repair, rebuild and operate lines and poles for any permitted purpose or to remove vegetation, fire hazards, or danger trees, nor does it affect TVA's rights of ingress and egress. TVA's no objection does not render an opinion as to the ownership of the underlying fee or relieve anyone from the obligation to obtain appropriate landowner, environmental, land-use, regulatory or other approvals.
- Construction forces must not operate cranes or other equipment in a manner that would endanger TVA's transmission line or any person near the property. Construction forces must also follow all applicable laws including state laws and Occupational Safety and Health Administration (OSHA) requirements, including those related to construction activities near energized electric facilities.
- TVA shall be given at least 14 days notice before any blasting or crane operation on or near the right-of-way. If blasting is performed on the right-of-way, TVA's lines shall be protected against blast damage. Contact this office at [rightofway@tva.gov](mailto:rightofway@tva.gov) or (844) 812-2626 between the hours of 7:00 a.m.–2:30 p.m. CST Monday-Thursday. This will allow us to schedule a TVA representative to be present and to take appropriate precautions, if necessary. Damage to TVA's facilities must be fully reimbursed.
- Any underground lines or pipes must be buried deep enough that they will withstand repeated crossing by heavy equipment and TVA will not be responsible for any damage to any buried pipes or lines even when caused by TVA's heavy equipment operators or contractors. All buried lines or pipes must be easily identified by permanent markers at regular intervals along the right-of-way. Systems, cathodic or otherwise, that could interfere with or damage TVA's transmission line towers or foundations may not be installed. The integrity of all transmission towers and system must be maintained and any excavation must not come closer than 25 feet from the nearest tower leg, pole or guy wire. All graded surfaces on each right-of-way must be left in a condition to prevent future erosion and TVA ground clearance requirements to transmission line conductors must not be violated. Additionally, TVA's easements shall not be used as temporary storage or an area for the loading/unloading of materials. The easements shall not be the location of stock or spoil piles. TVA will seek reimbursement for repairs to any damages to its facilities that result from construction or other activities.
- You should immediately notify us if your plans should change from those detailed in the attached drawing. Even minor deviations may only be approved if TVA is notified and given a project drawing showing the actual location of all changes occurring upon the right- of-way. Any project elevations proposed by you must be met. Any elevation changes from the existing grades that cause the TVA transmission line not to be in compliance with any applicable standards, or otherwise interfere or potentially interfere with TVA's rights, as determined by TVA in its sole discretion, will be the responsibility of the you to meet and/or remedy any clearance issues. Except in the event of an emergency or other TVA deadline, you will have 90 days to bring any areas of concern or in violation into compliance.
- Finally, TVA's approval does not certify that your Plans are correct or safe, nor will TVA be responsible for any damage to your project caused by TVA's exercise of its easement rights or facilities. If the project has not begun one year from the date of issue of this letter all Plans need to be resubmitted. TVA assumes no liability and undertakes no obligation or duty (in tort, contract, strict liability, or otherwise) to you or to any third party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with your project.

## **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 Garney Companies, Inc., in the amount of FIVE MILLION SEVEN HUNDRED NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$5,792,000.00), for Mooresville Sanitary Sewer Interceptor, Base Bid and Option #1, Project No. 71-25-SO01, which is being submitted to the City Council of the City of Huntsville, Alabama for approval on this the 11th day of September, 2025, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

---

Randall Stewart  
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, Alabama 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, Alabama 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.”

## **Representation Pursuant to Code of Alabama) § 41-16-5 (b)**

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

Garney Companies, Inc.  
(Company)

BY:  
(Authorized Representative)