



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/8/2025

File ID: TMP-5486

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$

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:

Standard of periodic bid is utilized by various departments.

Update of Bid:

Pine Bluff Materials - Coarse River Sand for Filtration Use (Water Pollution Control)

The Dycho Company, Inc., Univar Solutions USA, LLC, and Hawkins, Inc. - Mini Bulk WW Chemicals-Sodium (Water Pollution Control)

Penhall Company and Osborn Concrete Cutting LLC - Concrete Cutting Services (Water Pollution Control)

Tennessee Valley Fence, Inc., and Valley Custom Welding and Fabrication (Fleet Services)

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Pine Bluff Materials	Coarse River Sand for Filtration Use	One Year W/Extensions
The Dycho Company, Inc. Univar Solutions, USA, LLC Hawkins, Inc.	Mini Bulk WW Chemicals Sodium	One Year W/Extensions
Penhall Company Osborn Citting Services	Concrete Cutting Services	One Year W/Extensions
Tennessee Valley Fence, Inc. Valley Custom Welding and Fabrication	Welding Services for Fleet	One Year W/Extensions

ADOPTED this the 8th day of May, 2025.

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

APPROVED this the 8th day of May, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy **DATE:** April 23, 2025
FROM: Kerri Bevilacqua **DEPT:** WPC
BID #: 40-2025-76 **COMMODITY/SERVICE:** Coarse River Sand for Filtration Use

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Pine Bluff Materials

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the sole responsive bidder, Pine Bluff Materials Company, LLC

DESCRIPTION	PRICE	UOM	COMMENT
A. Coarse River Sand Plant Site Pick Up	\$27.75	Ton	Pick up at Port of Decatur

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:26:11 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.29 14:19:20 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: Braxton Myers

I. **COARSE RIVER SAND:** Picked up @ Port of Decatur.
(The City anticipates the purchase of approximately 1500 tons annually.)

A. Price Per Ton Plant Site Pick Up: \$ 27.75

**** Pick Up Location:** Port site for pick up location must be within 30 miles of Huntsville, AL 35802.

Bidder's Initials indicating compliance: _____

B. Price Per Ton Delivered FOB Spring Branch WWTP: \$ _____

C. Price Per Ton Delivered FOB Aldridge Creek WWTP: \$ _____

D. Price Per Ton Delivered FOB Western Area WWTP: \$ _____

E. Price Per Ton Delivered FOB Chase Area WWTP: \$ _____

F. Price Per Ton Delivered FOB Big Cove Area WWTP: \$ _____

**** Delivery Time:** FOB delivery to specified locations must occur within ten (10) business days.

Bidder's Initials indicating compliance: _____

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Braxton Myers
Printed legal name of Bidder

Braxton Myers
Signature

Braxton Myers / Material Sales
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/15/2025
Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Pine Bluff Materials Company LLC

Doing-Business-As Name of Proposer:

Pine Bluff Materials

Principal Office Address:

1030 Visco Drive
Nashville, TN 37210

Telephone Number:

615-254-1956

Fax Number:

615-254-1960

Form of Business Entity [check one ("X")]

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe):

☒ Single Member LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

8-21-2011

Location of incorporation:

Delaware

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Brian McGehee - President

Drew Atkinson - CFO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee
If "Yes," Department

Yes ☐ No ☒

Member of Household City Employee
If "Yes," Name (s)

Yes ☐ No ☒

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ☐ No ☒

3. CONTRACTOR 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."

4. ACKNOWLEDGEMENTS


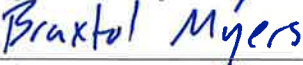
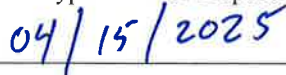
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.


Signature of Proposer

Print or Type Name of Proposer

Date


Legal Name of Firm

Mailing Address

City State Zip Code
 
Phone Fax

Email Address

Website Address

Please see attached 3rd Party
test results for Coarse River Sand.
Spec sheets included in package.

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. COARSE RIVER SAND		
1	Water Pollution Control will use material as a filtration media for wastewater treatment bio-solids dewatering, therefore, the material shall adhere to the specifications below to ensure the material will properly filter without compaction or obstruction.		
2	Coarse river sand shall have a permeability rate of 2.46* 10^3cm/s.		
3	Coarse river sand must meet ASTM C-33 specifications.	✓	
4	Sand shall be clean river sand conforming to the requirements of fine aggregate for concrete specified herein, except the finer particles shall be eliminated by limiting the amount passing the No. 50 sieve to 0-12% and the amount passing the No. 100 sieve to 0-3.5%.		
5	Coarse river sand shall have a uniformity coefficient of not over 5.0 and an effective size of 0.3 to 1.2mm.		
6	A sieve analysis is required with the bid response.		
7	Coarse river sand must meet the ASTM C136-14 “Sieve Analysis of Fine & Coarse Aggregates” specifications:	✓	
8	Sieve: 1/2”		
9	Sieve: 3/8” % Passing: 100.00		
10	Sieve: #4 % Passing: 96.46		
11	Sieve: #8 % Passing: 88.44		
12	Sieve: #16 % Passing: 77.76		
13	Sieve: #30 % Passing: 59.09		
14	Sieve: #50 % Passing: 12.14		
15	Sieve: #100 % Passing: 0.65		
16	Sieve: #200 % Passing: 0.22		
17	Coarse river sand must meet the ASTM C128-15 “Specific Gravity and Absorption of Fine Aggregates” specifications:	✓	
18	a. Bulk Specific Gravity 2.54		
19	b. Bulk Specific Gravity (SSD) 2.58		
20	c. Apparent Specific Gravity 2.65		
21	d. Absorption (%) 1.54		
22	Coarse river sand must meet the ASTM C 117-17 “Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing” 0.82%.	✓	
23	Sand must meet the ASTM C 29-17 “Bulk Density (Unit Weight) and Voids in Aggregate”:		
24	a. Bulk Density (lb/ft3) 104.8		
25	b. Bulk Density (SSD) (lb/ft3) 106.4		
26	c. Void Content (%) 33.8		
27	Port site for plant pick up must be within thirty (30) miles of Huntsville, AL 35802.		
28	FOB delivery to specified locations must occur within ten (10) business days.		

APPENDIX H

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): Pine Bluff Materials Company, LLC
- City of Huntsville current taxpayer identification number (if available): _____
(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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>Federal</u> <u>27-5018445 - Delaware</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): A/P Manager
Type or legibly write name: Golden B. Barnes, II Date: 4-15-2025

**APPENDIX A
BONDS AND INSURANCE REQUIREMENTS**

STATE OF ALABAMA

COUNTY OF MADISON

CERTIFICATION

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the 15 day of April, 2025

Braxton Myers
Printed Name

[Signature]
Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the 15th day of April, 2025

Dana K Chapman
Notary Public

My Commission Expires:





MCGECON-01

SWALLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Arkansas Insurance 3009 Market St. Pine Bluff, AR 71601		CONTACT NAME: Brenda Bennett PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: bbennett@firstarins.com		
INSURED Pine Bluff Material Co LLC 1030 Visco Drive Nashville, TN 37210		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : AMERICAN CONTRACTORS INSURANCE GROUP		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Li GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GL24A00034/B00034/C00034	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AL24000012	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA 0000075 24	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see the attached forms regarding the General Liability and Auto Liability coverages for additional insured, waiver of subrogation and 30 day notice of cancel per signed contract.

CERTIFICATE HOLDER

CANCELLATION

City of Huntsville
308 Fountain Circle
Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
 - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: GL24A00034

Endorsement No.: 9

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE FORM

Section IV – Business Auto Conditions, A. Loss Conditions, 3. Transfer of Rights of Recovery Against Others to Us does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the “accident” or the “loss”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: AL24000012

Endorsement No.: 10

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE FORM

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: AL24000012

Endorsement No.: 9

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Insureds: Pine Bluff Sand & Gravel Company
Jeffrey Sand Company
Mobley Construction Co., Inc.
E. C. Rowlett Construction Co., Inc.
Pine Bluff Materials Co., LLC

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: GL24A00034

Endorsement No.: 23

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby understood and agreed the General Aggregate Limit under Section III - Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: GL24A00034

Endorsement No.: 5

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply in KY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. WCA 0000075 24

Endorsement No.

Insured McGeorge Contracting Co., Inc.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. WCA 0000075 24

Endorsement No.

Insured McGeorge Contracting Co., Inc.

Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE FORM

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Named Insureds: Pine Bluff Sand & Gravel Company
Pine Bluff Materials Co., LLC

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2024

Policy No.: AL24000012

Endorsement No.: 19

Policy Effective: 6/1/2024

Premium \$

Insured: McGeorge Contracting Co., Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group



Pine Bluff Materials Co. LLC	
Entity ID Number	000-000-972
Entity Type	Foreign Limited Liability Company
Principal Address	1030 VISCO DRIVE NASHVILLE, TN 37210
Principal Mailing Address	1030 VISCO DRIVE NASHVILLE, TN 37210
Status	Exists
Place of Formation	Delaware
Formation Date	01/19/2011
Qualify Date	02/01/2011
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	SAND & GRAVEL BUSINESS
Annual Reports	
Report Year	2014 2015 2016 2017 2018 2019 2020 2021 2023
Transactions	
Transaction Date	09/15/2011
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	09/15/2011
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	10/03/2011
Legal Name Changed From	Ingram Materials LLC
Transaction Date	10/03/2011
Principal Mailing Address Changed From	NOT PROVIDED NOT PROVIDED, AL
Transaction Date	10/03/2011
Principal Office Changed From	4400 HARDING ROAD NASHVILLE, TN 37205
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	02/01/2011 Certificate of Formation 1 pg.
Document Date / Type / Pages	09/15/2011 Registered Agent Change 2 pgs.
Document Date / Type / Pages	10/03/2011 Articles of Amendment 2 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy **DATE:** April 23, 2025
FROM: Kerri Bevilacqua **DEPT:** WPC
BID #: 41-2025-76 **COMMODITY/SERVICE:** Mini Bulk WW Chemicals-Sodium

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND The Dycho Company, Inc.

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the 1st call low bidder, The Dycho Company, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
40% Aqueous Sodium Bisulfite-Mini Bulk	\$2.78	Gallon	Minimum of 2,500 GAL

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:28:26 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.29 14:16:59 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy **DATE:** April 23, 2025
FROM: Kerri Bevilacqua **DEPT:** WPC
BID #: 41-2025-76 **COMMODITY/SERVICE:** Mini Bulk WW Chemicals-Sodium

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Univar Solutions USA, LLC

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the 2nd call low bidder, Univar Solutions USA, LLC

DESCRIPTION	PRICE	UOM	COMMENT
40% Aqueous Sodium Bisulfite-Mini Bulk	\$3.06	Gallon	Less than 4000 gal. qty

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as-Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:28:03 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.04.29 14:17:51 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy DATE: April 23, 2025
FROM: Kerri Bevilacqua DEPT: WPC
BID #: 41-2025-76 COMMODITY/SERVICE: Mini Bulk WW Chemicals-Sodium

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Hawkins, Inc.

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the 3rd call low bidder, Hawkins, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
40% Aqueous Sodium Bisulfite-Mini Bulk	\$3.16	Gallon	Less than 4000 gal. qty

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:27:31 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.29 14:18:20 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: # 1

I. 40% AQUEOUS SODIUM BISULFITE - MINI BULK

Price per gallon for less than 4,000 gallons mini bulk quantities: \$ 2.78 / gallon
2500 gals mm/ship

****Delivery Schedule:**

Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday. The City of Huntsville reserves the right to split loads between locations as necessary.

Bidder's Initials indicating compliance: JRS

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

The Dybho Company, Inc.
Printed legal name of Bidder

[Signature]
Signature

J. Robert Shamblin, President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/18/25
Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

The Dycho Company, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

P.O. Box 513

412 Meridian Street

Viota, TN 37826

Telephone Number:

423-568-2112

Fax Number:

423-568-2116

Form of Business Entity [check one ("X")]

Corporation

☒

Partnership

☐

Individual

☐

Joint Venture

☐

Other (describe):

☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

1952

Location of incorporation:

Viota, TN

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

J. Robert Shamblin, President

Tracey Simpson, Chairman

Sandra Boyd, Secretary / Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee
If "Yes," Department

Yes ☐ No ☒

Member of Household City Employee
If "Yes," Name (s)

Yes ☐ No ☒

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes ☐ No ☒

3. CONTRACTOR 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.”

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.


Signature of Proposer

J. Robert Shamblin
Print or Type Name of Proposer

4/18/25
Date

The Dycho Company, Inc.
Legal Name of Firm

P.O. Box 513, 412 Meridian St
Mailing Address

Moita TN 37826
City State Zip Code

423-568-2112 423-568-2116
Phone Fax

rob@dycho.com info@dycho.com
Email Address

www.dycho.com
Website Address

APPENDIX H

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): The Dycho Company, Inc.
- City of Huntsville current taxpayer identification number (if available): 62-0511056
(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: <u>62-0511056 TN</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): President
Type or legibly write name: J. Robert Shamblin Date: 4/18/25

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

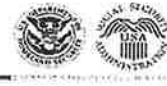
Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. NOTICE TO BIDDERS		
1	It is likely that this solicitation will result in multiple awards. The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
2	If the first low bidder is not able to provide the product and/or deliver per the delivery requirements, the next low bidder will be utilized.	✓	
	II. DELIVERY REQUIREMENTS		
3	Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday.	✓	
4	Upon receipt of Purchase Order, a delivery date must be provided with twenty-four (24 hours).	✓	
5	The City of Huntsville reserves the right to split loads between locations as necessary.	✓	



Company ID Number: 288403

Approved by:

Employer The Dycho Company Inc	
Name (Please Type or Print) John R Shamblin	Title
Signature Electronically Signed	Date 12/09/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/09/2009



Company ID Number: 288403

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	The Dycho Company Inc
Company Facility Address	412 Meridian Street Niota, TN 37826
Company Alternate Address	P O Box 513 Niota, TN 37826
County or Parish	MCMINN
Employer Identification Number	620511056
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (865)524-2561 James E. Brown Insurance Agency Michael Brown 900 E. Hill Ave Ste 135 Knoxville, TN 37915	CONTACT NAME: Michael Brown PHONE (A/C, No, Ext): (865)524-2561 Ext. FAX (A/C, No): (865)524-4915 E-MAIL: mike@jebrowninsurance.com ADDRESS:
INSURED The Dycho Company, Inc. P.O. Box 513 Niota, TN 37826 (423)568-2112 Ext.	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Great Divide Insurance Company INSURER C: Hartford Underwriters Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y	NMB-ETU2011832	01/01/25	01/01/26	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	X	Y	BAP2010530	01/01/25	01/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$ None	Y	FFX2036621	01/01/25	01/01/26	EACH OCCURRENCE \$ 10,000,000	
	AGGREGATE \$ 10,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A	Y	20 WEC AT3692	01/01/25	01/01/26	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E L EACH ACCIDENT \$ 1,000,000						
	E L DISEASE - EA EMPLOYEE \$ 1,000,000						
	E L DISEASE - POLICY LIMIT \$ 1,000,000						
A	Pollution Liability	Y	GSP2036618	01/01/25	01/01/26	Each Pollution 1,000,000	
	Aggregate 2,000,000						
						Deductible 15,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Huntsville, Alabama
Procurement Services
P.O. Box 308
Huntsville AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Brown

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: #1

I. 40% AQUEOUS SODIUM BISULFITE - MINI BULK

Price per gallon for less than 4,000 gallons mini bulk quantities: \$ 3.0600 / gallon

****Delivery Schedule:**

Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday. The City of Huntsville reserves the right to split loads between locations as necessary.

Bidder's Initials indicating compliance: SLZ

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Univar Solutions USA, LLC

Printed legal name of Bidder


Signature

Stacy Ziegler, Municipal Specialist

Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/15/2025

Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Univar Solutions USA, LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

3075 Highland Pwky Ste 200, Downers Grove, IL 60515

8201 S. 212th St., Kent, WA 98032

Telephone Number:

(253) 872-5023

Fax Number:

(253) 872-5041

Form of Business Entity [check one ("X")]

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10/12/2007

Location of incorporation:

Delaware

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

David Jukes, President

Suroor Raheemullah, Chief Human Resource Officer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ____ Limited ____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ____ No ____

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ____ No x
If "Yes," Department _____

Member of Household City Employee Yes ____ No x
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ____ No x
If "Yes," Name (s) _____

3. CONTRACTOR 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.”

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Signature of Proposer

Stacy Ziegler

Print or Type Name of Proposer

4/15/2025

Date

Univar Solutions USA, LLC

Legal Name of Firm

8201 S. 212th St.

Mailing Address

Kent

WA

98032

City

State

Zip Code

(253) 872-5023

(253) 872-5041

Phone

Fax

muniteam-west@univarsolutions.com

Email Address

www.univarsolutions.com

Website Address

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. NOTICE TO BIDDERS		
1	It is likely that this solicitation will result in multiple awards. The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
2	If the first low bidder is not able to provide the product and/or deliver per the delivery requirements, the next low bidder will be utilized.	X	
	II. DELIVERY REQUIREMENTS		
3	Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday.	X	
4	Upon receipt of Purchase Order, a delivery date must be provided with twenty-four (24) hours.	X	
5	The City of Huntsville reserves the right to split loads between locations as necessary.	X	

APPENDIX H

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): Univar Solutions USA, LLC
- City of Huntsville current taxpayer identification number (if available): 91-1347935
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>91-1347935 Delaware</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Municipal Specialist
Type or legibly write name: Stacy Ziegler Date: 4/15/2025



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday-Henry- Municipal Specialist

Jennifer Perras – Sr. Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:
Jumoke Onibokun
F781477EB84E47D

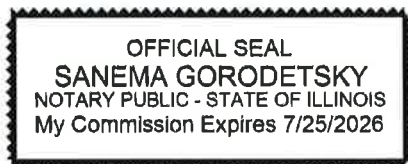
Jumoke Onibokun, Assistant Secretary

State of Illinois)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:
Sanema Gorodetsky
EB3185C32E35401

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER D: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Co.	20702	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D: Illinois Union Insurance Company	27960	INSURER E:		INSURER F:	
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INSURER D: Illinois Union Insurance Company	27960														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570106229217

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG47311172 SIR applies per policy terms & conditions	06/07/2024	06/01/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10704741 Commercial Auto	06/07/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000,000			XCEG27380566011	06/07/2024	06/01/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC70303772 AOS SCFC70303735 WI	06/07/2024 06/07/2024	06/01/2025 06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Year: 2012, Make: Kenworth, Model: T660, Vehicle ID Number: 1XKAD49X4CJ330954, License State: California, City where Garaged: Fresno.

CERTIFICATE HOLDERUnivar USA
Attn: Harry Thompson
4465 E. Florence Ave.
Fresno CA 93725-1150 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570106229217



Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC
POLICY NUMBER See Certificate Number: 570106229217		EFFECTIVE DATE:
CARRIER See Certificate Number: 570106229217	NAIC CODE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



Company ID Number: 176511

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

Employer Univar USA Inc.

Linda J Jennings

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date



Company ID Number: 176511

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Univar USA Inc.

Company Facility Address: 17425 NE Union Hill Rd.

Redmond, WA 98052

Company Alternate
Address:

County or Parish: KING

Employer Identification

Number: 911347935

North American Industry
Classification Systems

Code: 423

Parent Company: _____

Number of Employees: 2,500 to 4,999

Number of Sites Verified

for: 157

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

- LOUISIANA 3 site(s)



Company ID Number: 176511

• UTAH	2	site(s)
• MARYLAND	1	site(s)
• HAWAII	1	site(s)
• VIRGINIA	3	site(s)
• WYOMING	2	site(s)
• RHODE ISLAND	1	site(s)
• GEORGIA	7	site(s)
• NEBRASKA	1	site(s)
• OREGON	2	site(s)
• MINNESOTA	2	site(s)
• WASHINGTON	6	site(s)
• IDAHO	2	site(s)
• KENTUCKY	2	site(s)
• NORTH CAROLINA	6	site(s)
• FLORIDA	11	site(s)
• PENNSYLVANIA	7	site(s)
• OHIO	7	site(s)
• WISCONSIN	2	site(s)
• INDIANA	5	site(s)
• NEVADA	2	site(s)
• NEW YORK	5	site(s)
• NEW JERSEY	3	site(s)
• NEW MEXICO	2	site(s)
• SOUTH CAROLINA	3	site(s)
• KANSAS	1	site(s)
• IOWA	1	site(s)
• MASSACHUSETTS	3	site(s)
• PUERTO RICO	1	site(s)
• OKLAHOMA	3	site(s)
• CALIFORNIA	13	site(s)
• ALASKA	1	site(s)
• COLORADO	1	site(s)
• MICHIGAN	4	site(s)
• MISSOURI	6	site(s)
• ALABAMA	3	site(s)
• ARIZONA	3	site(s)
• TEXAS	21	site(s)
• TENNESSEE	6	site(s)
• ILLINOIS	2	site(s)



Company ID Number: 176511

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

Name:	Linda J Jennings	Fax Number:	(425) 889 - 4123
Telephone Number:	(425) 889 - 3648		
E-mail Address:	linda.jennings@univarusa.com		
Name:	Tracy Bylund	Fax Number:	(425) 889 - 4123
Telephone Number:	(425) 889 - 3484		
E-mail Address:	tracy.bylund@univarusa.com		

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

I. 40% AQUEOUS SODIUM BISULFITE - MINI BULK

Price per gallon for less than 4,000 gallons mini bulk quantities: \$ 3.16 / gallon

****Delivery Schedule:**

Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday. The City of Huntsville reserves the right to split loads between locations as necessary.

Bidder's Initials indicating compliance: 

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Hawkins Inc.

Printed legal name of Bidder

Signature 

Richard Erstad Vice President, Secretary and General Council

Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/16/2025

Date

APPENDIX C BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Hawkins Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

2381 Rosegate

Roseville, MN 55113

Telephone Number:

612-331-6910

Fax Number:

612-331-5304

Form of Business Entity [check one ("X")]

Corporation X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: December 30, 1955

Location of incorporation: Minnesota

The corporation is held: Publicly X Privately

Names and titles of corporate officers:

Patrick Hawkins, President & CEO

Douglas Lange, Vice President, Water Treatment Group

Jeffrey Oldenkamp, Executive VP & CFO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____ Limited _____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____ No _____

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No x
If "Yes," Department _____

Member of Household City Employee Yes _____ No x
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No x
If "Yes," Name (s) _____

3. CONTRACTOR 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.”

4. ACKNOWLEDGEMENTS

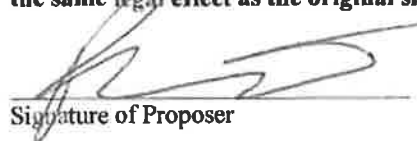
I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Signature of Proposer

Richard Erstad Vice President, General Counsel

Print or Type Name of Proposer

4/16/2025

Date

Hawkins Inc

Legal Name of Firm

2381 Rosegate

Mailing Address

Roseville, MN 55113

City State Zip Code

612-331-6910

Phone

612-331-5304

Fax

bids@hawkinsinc.com

Email Address

<https://www.hawkinsinc.com/>

Website Address

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. NOTICE TO BIDDERS		
1	It is likely that this solicitation will result in multiple awards. The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
2	If the first low bidder is not able to provide the product and/or deliver per the delivery requirements, the next low bidder will be utilized.	✓	
	II. DELIVERY REQUIREMENTS		
3	Delivery must be within seven (7) days after receipt of Purchase Order. Drivers must check in with the operator on duty to receive instructions. Delivery hours are 7:00 a.m. - 7:00 p.m. Monday through Friday.	✓	
4	Upon receipt of Purchase Order, a delivery date must be provided with twenty-four (24 hours).	✓	
5	The City of Huntsville reserves the right to split loads between locations as necessary.	✓	

APPENDIX H

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): Hawkins Inc
- City of Huntsville current taxpayer identification number (if available): 385870
(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: 000-037-994 MN
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: _____ Title (if applicable): VP, General Counsel
Type or legibly write name: Richard Erstad Date: 4/16/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Centralized Accounts Servicing Team PHONE (A/C, No, Ext): E-MAIL: CAST@marshmma.com ADDRESS:		
INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nautilus Insurance Company		17370
		INSURER B : Aspen Speciality Insurance Company		10717
		INSURER C : Great Divide Insurance Company		25224
		INSURER D : Intact Insurance Company		55555
		INSURER E : American Casualty Company of Reading PA		20427
		INSURER F : Transportation Insurance Company		20494

COVERAGES

CERTIFICATE NUMBER: 790538879

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLP203306914	9/30/2024	9/30/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA 99 48		BAP203306815	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Liability Deductible	\$ 50,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	FFX203307014	9/30/2024	9/30/2025	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
E E F F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	7040063527 7040063575 7040086306 7040086323	9/30/2024 9/30/2024 9/30/2024 9/30/2024	9/30/2025 9/30/2025 9/30/2025 9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A B D	Pollution Liability (Primary) Pollution Liability (Excess) Inland Marine		SSP201587913 EXAFVXW24 790036399	9/30/2024 9/30/2024 12/28/2024	9/30/2027 9/30/2027 12/28/2025	Total Limit with primary and excess Limits	\$25,000,000 Occ \$25,000,000 Agg See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Inland Marine - Covered Railcars
VTGX 017003 - \$29,748.70
VTGX 017376 - \$29,748.70
VTGX 017415 - \$29,748.70
VTGX 017515 - \$29,748.70

RE: Bid # 53-2022-80-1 City of Huntsville, its officers, employees, agents, and specified volunteers are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage. A Waiver of Subrogation applies on General Liability and See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Huntsville Procurement Services 308 Fountain Circle Huntsville, AL 35801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HAWKIINC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Hawkins, Inc. 2381 Rosegate Roseville, MN 55113
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability in favor of the Additional Insured as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.



Hawkins Water Treatment Group, Inc.	
Entity ID Number	000-037-994
Legal Name in Place of Origin	Hawkins, Inc.
Entity Type	Foreign Corporation
Principal Address	3100 E HENNEPIN AVE MINNEAPOLIS, MN 55413
Principal Mailing Address	3100 E HENNEPIN AVE MINNEAPOLIS, MN 55413
Status	Exists
Place of Formation	Minnesota
Formation Date	12/30/1955
Qualify Date	07/02/2012
Registered Agent Name	NATIONAL REGISTERED AGENTS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	06/01/2012
Annual Reports	
Report Year	2013 2014 2015 2017 2019 2020 2021
Transactions	
Transaction Date	06/25/2013
Registered Agent Changed From	NATIONAL REGSITERED AGENTS INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	07/02/2012 Certificate of Formation 49 pgs.
Document Date / Type / Pages	06/25/2013 Registered Agent Change 2 pgs.

[Browse Results](#)[New Search](#)

Company ID Number: 1650052

may subject the Web Services Employer, 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 and the Web Services Employer.

Approved by:

Web Services Employer	
Hawkins Inc	
Name (Please Type or Print)	Title
Cari Skarstad	
Signature	Date
Electronically Signed	03/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date
Electronically Signed	



Company ID Number: 1650052

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Hawkins Inc
Company Facility Address	2381 Rosegate Roseville, MN 55113
Company Alternate Address	
County or Parish	RAMSEY
Employer Identification Number	410771293
North American Industry Classification Systems Code	325
Parent Company	Hawkins Inc
Number of Employees	500 to 999
Number of Sites Verified for	45

Company ID Number: 1650052

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

MINNESOTA	8 site(s)
ALABAMA	1 site(s)
ARIZONA	1 site(s)
CALIFORNIA	2 site(s)
FLORIDA	5 site(s)
GEORGIA	2 site(s)
IOWA	2 site(s)
ILLINOIS	3 site(s)
INDIANA	1 site(s)
KANSAS	1 site(s)
KENTUCKY	1 site(s)
LOUISIANA	1 site(s)
MISSOURI	1 site(s)
MONTANA	1 site(s)
NORTH DAKOTA	2 site(s)
NEBRASKA	1 site(s)
NEW YORK	2 site(s)
OHIO	1 site(s)
OKLAHOMA	1 site(s)
SOUTH DAKOTA	3 site(s)
TENNESSEE	2 site(s)
WISCONSIN	3 site(s)

Company ID Number: 1650052

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

Name Cari Skarstad
Phone Number (612) 617 - 8687
Fax Number
Email Address cari.skarstad@hawkinsinc.com

Name Katherine Kalenberg
Phone Number (612) 617 - 8621
Fax Number
Email Address katie.kalenberg@hawkinsinc.com

Name Cari S Skarstad
Phone Number (612) 617 - 8687
Fax Number
Email Address cari.skarstad@hawkinsinc.com

Company ID Number: 1650052

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy DATE: April 24, 2025
FROM: Kerri Bevilacqua DEPT: WPC
BID #: 38-2025-76 COMMODITY/SERVICE: Concrete Cutting Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Penhall Company

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the 1st call low bidder, Penhall Company

DESCRIPTION	PRICE	UOM	COMMENT
Hand Sawing	\$175	Hour	Min. Charge 2 Hours
Chain Sawing	\$250	Hour	Min. Charge 2 Hours
Slab Sawing	\$175	Hour	Min. Charge 2 Hours
Hand Drilling	\$170	Hour	Min. Charge 2 Hours
Core Drilling	\$170	Hour	Min. Charge 2 Hours
Wire Sawing	\$300	Hour	Min. Charge 2 Hours

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:25:06 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.04.29 14:20:31 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Tamara Yancy **DATE:** April 24, 2025
FROM: Kerri Bevilacqua **DEPT:** WPC
BID #: 38-2025-76 **COMMODITY/SERVICE:** Concrete Cutting Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Osborn Concrete Cutting LLC

RECOMMENDATION: The Water Pollution Control department recommends award of this bid to the 2nd call low bidder, Osborn Concrete Cutting LLC

DESCRIPTION	PRICE	UOM	COMMENT
Hand Sawing	\$180	Hour	Min. Charge 2 Hours
Chain Sawing	\$300	Hour	Min. Charge 2 Hours
Slab Sawing	\$262.50	Hour	Min. Charge 2 Hours
Hand Drilling	\$175	Hour	Min. Charge 2 Hours
Core Drilling	\$175	Hour	Min. Charge 2 Hours
Wire Sawing	\$300	Hour	Min. Charge 2 Hours

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Randall Stewart Digitally signed by Randall Stewart
Date: 2025.04.28 10:25:43 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.29 14:19:53 -05'00'

4.29.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole and awarded to one or multiple bidders. All minimum quantities provided are considered to be estimates and will only be used for bid evaluation purposes.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible Bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

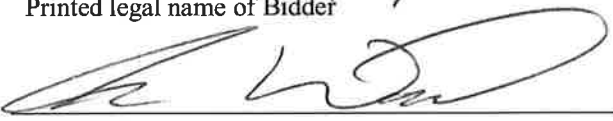
We acknowledge receipt of the following addenda: Addendum #1

Contract rates will be based on the cost per hour values listed below:

TYPE OF SERVICE	COST PER HOUR	MINIMUM CHARGE	EVALUATION PURPOSES ONLY	
			QUANTITY	TOTAL
Hand Sawing	\$ 175. ⁰⁰	2 HRS	4 HOURS	\$ 700. ⁰⁰
Chain Sawing	\$ 250. ⁰⁰	2 HRS	4 HOURS	\$ 1,000. ⁰⁰
Slab Sawing	\$ 175. ⁰⁰	2 HRS	4 HOURS	\$ 700. ⁰⁰
Hand Drilling	\$ 170. ⁰⁰	2 HRS	2 HOURS	\$ 340. ⁰⁰
Core Drilling	\$ 170. ⁰⁰	2 HRS	20 HOURS	\$ 3,400. ⁰⁰
Wire Sawing	\$ 300. ⁰⁰	2 HRS	2 HOURS	\$ 600. ⁰⁰
			SUBTOTAL:	\$ 6,740. ⁰⁰

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Penhall Company
Printed legal name of Bidder


Signature

Aaron Wood - Branch Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4-21-2025
Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Penhall Company

Doing-Business-As Name of Proposer:

Principal Office Address:

11506 Gilleland Rd
Huntsville, AL 35803

Telephone Number:

256 - 882 - 5399

Fax Number:

256 - 217 - 4082

Form of Business Entity [check one ("X")]

Corporation X

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

April 20, 1989

Location of incorporation:

CALIFORNIA

The corporation is held:

Publicly ___ Privately X

Names and titles of corporate officers:

Lee Gros - CEO

Lee Barnett - CFO

Melissa Kaspary - Chief Human Resources Officer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

N/A

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒
If "Yes," Department _____

Member of Household City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

3. CONTRACTOR 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."

4. ACKNOWLEDGEMENTS


I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.


Signature of Proposer

AARON Wood
Print or Type Name of Proposer

4-21-2025
Date

Penhall Company
Legal Name of Firm

11506 Gilleland Rd
Mailing Address

Huntsville AL 35803
City State Zip Code

256-882-5399 256-217-4082
Phone Fax

Awood@penhall.com
Email Address

www.penhall.com
Website Address

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1	Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
2	It is likely that this solicitation will result in multiple awards. The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
3	If the first low bidder is not able to provide the services per the requirements, the next low bidder will be utilized.	✓	
	B. LAW AND REGULATIONS		
4	The Contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
5	The successful Contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	D. SCOPE OF SERVICES		
6	The contract shall be a fixed labor rate. The Contractor must furnish all labor, tools of the trade, equipment, supervision, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. Concrete cutting services shall consist of all concrete cutting, including core drilling into sanitary sewer manholes.	✓	
	E. CONTRACTOR REQUIREMENTS		
7	Bidder must have five (5) years of experience in concrete cutting and possess all tools of the trade.	✓	
8	Bidder must have qualified service technicians on staff with at least two (2) years, individually or more, experience on concrete cutting equipment. Contractor shall submit resumes listing specific training and experience. Contractor shall also submit references for qualified service technicians who will perform maintenance and service under this contract.	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
9	The successful Contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner.	✓	
10	A purchase order will be issued based upon the estimate which will also serve as the Contractor's authorization to proceed.	✓	
11	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category.	✓	
12	Billing for only one (1) technician will be allowed unless approved by a Water Pollution Control representative for additional technician(s).	✓	
13	The Contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
14	The Contractor must provide competent workmen and supervision.	✓	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
15	The Contractor must take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	/	
16	The Contractor shall perform work without unnecessarily interfering with the City of Huntsville activities or other Contractor(s).	✓	
17	The Contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations.	✓	
18	The Contractor must warranty all new work and repairs for one (1) year.	✓	
	G. ADDITIONAL VENDOR REQUIREMENTS		
19	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	/	
	H. REPAIR STATUS, WHEN A DELAY		
20	The Contractor shall notify the requesting department whether the project has been completed or if job site is abandoned and estimated time frame to return to job.	/	
21	In the event the Contractor must leave the site, departure time must be reported to the requesting department with estimated time to return to the job site for the completion of the project. Time to and from location site will not be credited for processing of invoices.	/	
	I. EXECUTION OF WORK		
22	When possible and practical, division personnel will instruct the Contractor of what the work consists of and, when applicable, the equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours.	✓	
23	Work schedule shall be coordinated with the Water Pollution Control representative to minimize the effect on the building occupants.	✓	
	J. RESPONSE TIME		
24	The Contractor shall have personnel available to provide concrete cutting services on a twenty-four (24) hour a day, seven (7) days a week basis.	/	
25	All work shall be started within one (1) hour for emergencies and four (4) hours for non-emergencies after notification to proceed unless further delay is authorized by Water Pollution Control. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate. Tardiness for work scheduled in advance will be considered non-responsive.	✓	
26	It is the intention of this contract that equipment be maintained to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the Contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	/	
27	The Contractor also must arrive on the job site with the proper equipment and trained personnel for the work being performed	/	
	K. INSPECTION AND ACCEPTANCE		
28	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by an authorized representative.	/	
	L. ALLOWANCE OF IN-HOUSE WORK		
29	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	/	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	M. MATERIALS & EQUIPMENT		
30	If during the term of the contract and extension(s) thereto, regulations are passed which require the Contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the Contractor shall obtain the required equipment at no liability to the City.	/	
	N. INVOICING		
31	The Contractor will invoice the City on a job-by-job/project basis. The Contractor's invoice shall contain a complete account of all activity for that job/project and have any tickets or work orders attached. The City reserves the right to require any information considered necessary to monitor the Contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	/	
32	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>City of Huntsville Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801</p> <p>Or by email to: accountspayable@huntsvilleal.gov</p> <p>- AND -</p> <p>Email a copy to Kerri Bevilacqua with Water Pollution Control, kerri.bevilacqua@huntsvilleal.gov, (256) 883-3719.</p> <ol style="list-style-type: none"> 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 	/	
33	Invoices shall be submitted as soon as possible but no later than fourteen (14) calendar days after the work order is closed.	/	
	O. LABOR CHARGES		
34	The City does not pay overtime or holiday pay.	/	
35	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	/	
	P. TRAVEL TIME		
36	Billing for travel time to or from the job site will not be permitted. The City of Huntsville will pay only for time spent at the job site.	/	
	Q. HOUR ROUNDING		
37	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	/	
	R. EXCESS PROJECT AMOUNT		
38	A Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the Contractor must obtain approval from the requesting department prior to beginning work.	/	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	S. FAILURE FORM		
39	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Form" and given an opportunity to respond. A copy of the form will be sent to Procurement Services for their files.	/	
40	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification.	/	
	T. TERMINATION FOR DEFAULT		
41	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	/	
	U. TERMINATION FOR CAUSE OR CONVENIENCE		
42	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	/	
43	The chosen Bidder shall be required to give the City of Huntsville sixty (60) days' notice before cancellation of the contract, should the Bidder wish to end service before the contract expires.	/	
	V. 24 HOUR CONTACT		
44	Provide three (3) contact names and a 24-hour phone number for each.	/	
45	Contact #1: Name: JONATHAN RONE Phone Number(s): 256-627-5493	/	
46	Contact #2: Name: BEN PENERY Phone Number(s): 256-673-1822	/	
47	Contact #3: Name: AARON WOOD Phone Number(s): 407-280-5759	/	

APPENDIX H

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): Penhall Company
- City of Huntsville current taxpayer identification number (if available): 19940
(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: <u>000-912-040 AL</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): Branch Manager
 Type or legibly write name: Aaron Wood Date: 4-21-2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Insurance Center (EPIC)
2720 3rd Avenue South
Birmingham AL 35233

License#: 0B29730
PENHCOM

CONTACT NAME: Penhall Certificates

PHONE
(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL
ADDRESS: penhallcoi@epicbrokers.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Zurich American Insurance Company

16535

INSURER B: Allied World National Assurance Company

10690

INSURER C: Pacific Insurance Company, Limited

10046

INSURER D:

INSURER E:

INSURER F:

INSURED
Penhall Company
PO Box 123716
Irving, TX 75038

COVERAGES**CERTIFICATE NUMBER:** 1070812781**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO547263612	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 Per Occ Deductible \$ 350,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP547263712	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible Per Acci \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	03123978	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC547264812 WC547263812	7/1/2024 7/1/2024	7/1/2025 7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Leased/Rented/Borrowed Equip Pollution/Professional WC Ded: \$500,000 Ea Acci			CPP900302916 12CPIEH3435	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Per Occ/Per Item 1,000,000 Each Incident/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Full Certificate Holder Name:

Re: All Operations performed by the Named Insured.

CERTIFICATE HOLDER

City of Huntsville
308 Fountain circle
Huntsville AL 35804
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Company ID Number: 120664

Approved by:

Employer Penhall Company	
Name (Please Type or Print) Kim Einerson	Title
Signature Electronically Signed	Date 05/15/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/15/2008



Company ID Number: 120664

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Penhall Company
Company Facility Address	1212 Corporate Drive, Suite 500 Suite 500 Irving, TX 75063
Company Alternate Address	
County or Parish	DALLAS
Employer Identification Number	330349226
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	36 site(s)



Company ID Number: 120664



E-VERIFY IS A SERVICE OF DHS AND SSA

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

AL	2
AZ	2
CA	8
CO	1
FL	1
GA	2
HI	1
IN	1
MD	1
MS	1
NC	2
NV	1
OR	1
SC	3
TN	2
TX	5
UT	1
WA	1



Company ID Number: 120664

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

Name	Katherine Alsop
Phone Number	6822268514
Fax	
Email	kalsop@penhall.com



Company ID Number: 120664



This list represents the first 20 Program Administrators listed for this company.



Alabama Secretary of State



Penhall Company, Inc.	
Entity ID Number	000-912-040
Legal Name in Place of Origin	Penhall Company
Entity Type	Foreign Corporation
Principal Address	1801 PENHALL WAY ANAHEIM, CA 92801
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	California
Formation Date	04/20/1989
Qualify Date	08/14/1998
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/07/2000
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	10/03/2011
Agent Mailing Address Changed From	* Added
Transaction Date	10/03/2011
Registered Agent Changed From	THOMPSON, CLARK 1897 FLOYD BRADFORD RD TRUSSVILLE, AL 35173
Transaction Date	04/04/2012
Agent Mailing Address Changed From	THOMPSON, CLARK 1890 WOODLANDS INDUSTRIAL DR TRUSSVILLE, AL 35173
Transaction Date	04/04/2012
Registered Agent Changed From	THOMPSON, CLARK 1890 WOODLANDS INDUSTRIAL DR TRUSSVILLE, AL 35173
Transaction Date	10/27/2014
Agent Mailing Address Changed From	NATIONAL REGISTERED AGENTS INC 1890 WOODLANDS INDUSTRIAL DR TRUSSVILLE, AL 35173
Transaction Date	10/27/2014
Registered Agent Changed From	NATIONAL REGISTERED AGENTS INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Transaction Date	04/28/2017
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole and awarded to one or multiple bidders. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: Osborn Concrete Cutting LLC

Contract rates will be based on the cost per hour values listed below:

TYPE OF SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Hand Sawing	\$ 180.00	8 HOURS	\$ 1440.00
Chain Sawing	\$ 300.00	6 HOURS	\$ 1800.00
Slab Sawing	\$ 262.50	4 HOURS	\$ 1050.00
Hand Drilling	\$ 175.00	8 HOURS	\$ 1400.00
Core Drilling	\$ 175.00	2 HOURS	\$ 350.00
Wire Sawing	\$ 300.00	10 HOURS	\$ 3000.00
		SUBTOTAL:	\$ 9040.00

This Price Bid Form is hereby submitted by the undersigned:

Osborn Concrete Cutting LLC

Printed legal name of Bidder

Signature

Michael R Osborn

Printed name of individual/corporate officer/general partner/joint venturer AND Title

April 9, 2025

Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Osborn Concrete Cutting LLC

Doing-Business-As Name of Proposer:

Osborn Concrete Cutting LLC

Principal Office Address:

828 Demasters Ave NW Huntsville AL 35801

Telephone Number:

256-489-7514

Fax Number:

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

September 10, 2007

Location of incorporation:

Madison County, Huntsville AL

The corporation is held:

Publicly X Privately _____

Names and titles of corporate officers:

Michael R Osborn Member

Partnership Statement

If a partnership, answer the following:

A

Date of organization: _____
Location of organization: _____
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒
If "Yes," Department _____

Member of Household City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

3. CONTRACTOR 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."

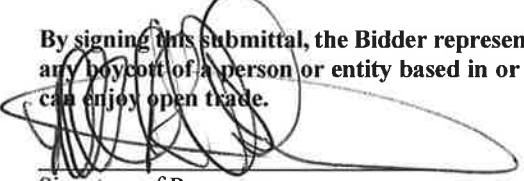
4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.


Signature of Proposer

Michael R Osborn

Print or Type Name of Proposer

April 9, 2025

Date

Osborn Concrete Cutting LLC

Legal Name of Firm

Osborn Concrete Cutting LLC

Mailing Address

828 Demasters Ave NW Huntsville AL 35801

City State Zip Code

256-489-7514

Phone

Fax

admin@osbornconcretecutting.com

Email Address

www.osbornconcretecutting.com

Website Address

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1	Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2	The Contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3	The successful Contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	D. SCOPE OF SERVICES		
4	The contract shall be a fixed labor rate. The Contractor must furnish all labor, tools of the trade, equipment, supervision, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. Concrete cutting services shall consist of all concrete cutting, including core drilling into sanitary sewer manholes.	X	
	E. CONTRACTOR REQUIREMENTS		
5	Bidder must have five (5) years of experience in concrete cutting and possess all tools of the trade.	X	
6	Bidder must have qualified service technicians on staff with at least two (2) years, individually or more, experience on concrete cutting equipment. Contractor shall submit resumes listing specific training and experience. Contractor shall also submit references for qualified service technicians who will perform maintenance and service under this contract.	X	
	F. RESPONSIBILITY OF THE CONTRACTOR		
7	The successful Contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner.	X	
8	A purchase order will be issued based upon the estimate which will also serve as the Contractor's authorization to proceed.	X	
9	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Billing for only one (1) technician will be allowed unless approved by a Water Pollution Control representative.	X	
10	The Contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
11	The Contractor must provide competent workmen and supervision.	X	
12	The Contractor must take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13	The Contractor shall perform work without unnecessarily interfering with the City of Huntsville activities or other Contractor(s).	X	
14	The Contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations.	X	
15	The Contractor must warranty all new work and repairs for one (1) year.	X	
	G. ADDITIONAL VENDOR REQUIREMENTS		
16	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
	H. REPAIR STATUS, WHEN A DELAY		
17	The Contractor shall notify the requesting department whether project has been completed or if job site is abandoned and estimated time frame to return to job.	X	
18	In the event the Contractor must leave the site, departure time must be reported to the requesting department with estimated time to return to the job site for the completion of the project. Time to and from location site will not be credited for processing of invoices.	X	
	I. EXECUTION OF WORK		
19	When possible and practical, division personnel will instruct the Contractor of what the work consists of and, when applicable, the equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours.	X	
20	Work schedule shall be coordinated with the Water Pollution Control representative to minimize the effect on the building occupants.	X	
	J. RESPONSE TIME		
21	The Contractor shall have personnel available to provide concrete cutting services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
22	All work shall be started within one (1) hour for emergencies and four (4) hours for non-emergencies after notification to proceed unless further delay is authorized by Water Pollution Control. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate. Tardiness for work scheduled in advance will be considered non-responsive.	X	
23	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. The Contractor also must arrive on the job site with the proper equipment and trained personnel for the work being performed. Should the City of Huntsville find, through its own investigation or that of its representative, that these standards are not being maintained, the Contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	K. INSPECTION AND ACCEPTANCE		
24	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by an authorized representative.	X	
	M. ALLOWANCE OF IN-HOUSE WORK		
25	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	N. MATERIALS & EQUIPMENT		

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
26	If during the term of the contract and extension(s) thereto, regulations are passed which require the Contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the Contractor shall obtain the required equipment at no liability to the City.	X	
	O. INVOICING		
27	The Contractor will invoice the City on a job-by-job/project basis. The Contractor's invoice shall contain a complete account of all activity for that job/project and have any tickets or work orders attached. The City reserves the right to require any information considered necessary to monitor the Contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
28	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801 Or by email to: accountspayable@huntsvilleal.gov - AND - Email a copy to Kerri with Water Pollution Control, kerri.bevilacqua@huntsvilleal.gov . 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.	X	
29	Invoices should be submitted as soon as possible but no later than fourteen (14) calendar days after the work order is closed.	X	
	P. LABOR CHARGES		
30	The City does not pay overtime or holiday pay.	X	
31	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	Q. TRAVEL TIME		
32	Billing for travel time to or from the job site will not be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	R. HOUR ROUNDING		
33	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	S. EXCESS PROJECT AMOUNT		
34	A Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the Contractor must obtain approval from the requesting department prior to beginning work.	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	T. FAILURE FORM		
35	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Form" and given an opportunity to respond. A copy of the form will be sent to Procurement Services for their files.	X	
36	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification.	X	
	U. TERMINATION FOR DEFAULT		
37	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	V. TERMINATION FOR CAUSE OR CONVENIENCE		
38	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
39	The chosen Bidder shall be required to give the City of Huntsville sixty (60) days' notice before cancellation of the contract, should the Bidder wish to end service before the contract expires.	X	
	W. 24 HOUR CONTACT		
40	Provide three (3) contact names and a 24-hour phone number for each.		
41	Contact #1: Name: Michael R Osborn Phone Number(s): 256-655-7514		
42	Contact #2: Name: Hunter Osborn Phone Number(s): 256-244-2281		
43	Contact #3: Name: Cody Osborn Phone Number(s): 256-244-1023		

APPENDIX H

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): Osborn Concrete Cutting LLC
- City of Huntsville current taxpayer identification number (if available): 26-0871666
(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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: 000-410-134 Alabama
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Member
Type or legibly write name: Michael R Osborn Date: April 9, 2025



OSBOCO0-01

KOSBORNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peck-Glasgow Agency, Inc. P.O. Box 2927 Decatur, AL 35602	CONTACT NAME:	
	PHONE (A/C, No, Ext): (256) 350-7296	FAX (A/C, No): (256) 350-7214
INSURED Osborn Concrete Cutting, LLC 828 Demasters Ave NW Huntsville, AL 35801	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pennsylvania National Insurance Company	NAC # 14990
	INSURER B: Alabama Home Builders Self Insurers Fund	
	INSURER C: Safety National Casualty Corp.	15105
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CX92023173	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AU92023173	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UL92023173	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	001-2025-26368-00	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Employers Liability		SP4067497	1/1/2025	1/1/2026	included in WC above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached general liability form 0741 & 1145 for blanket additional insured status when required by a written contract.

See attached general liability form 1403 for blanket waiver of subrogation when required by a written contract.

See attached commercial auto form 1783 for blanket additional insured status and waiver of subrogation when required by a written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Huntsville Procurement Services
PO Box 308
Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katie Osborne



Company ID Number: 531644

Approved by:

Employer Osborn Concrete Cutting, LLC	
Name (Please Type or Print) Michael R Osborn	Title
Signature Electronically Signed	Date 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/30/2012



Company ID Number: 531644

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Osborn Concrete Cutting, LLC
Company Facility Address	828 Demasters Ave NW Huntsville, AL 35801
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	260871666
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 531644



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

AL	1
----	---



Company ID Number: 531644

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

Name	Michael R Osborn
Phone Number	2564897514
Fax	
Email	mike@osbornconcretecutting.com



Company ID Number: 531644



This list represents the first 20 Program Administrators listed for this company.



Osborn Concrete Cutting LLC	
Entity ID Number	000-410-134
Entity Type	Domestic Limited Liability Company
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	09/20/2007
Registered Agent Name	OSBORN, MICHAEL R
Registered Office Street Address	1309 WASHINGTON ST HUNTSVILLE, AL 35801
Registered Office Mailing Address	Not Provided
Nature of Business	CONCRETE CUTTING SERVICES
Members	
Member Name	OSBORN, MICHAEL R
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Scanned Documents	
Document Date / Type / Pages	09/20/2007 Certificate of Formation 5 pgs.

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 04/25/2025
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES
BID #: 42-2025-15 COMMODITY/SERVICE: WELDING SERVICES FOR FLEET

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND TENNESSEE VALLEY FENCE, INC.

RECOMMENDATION: IT IS THE INTENT OF THE CITY TO DUALY AWARD THIS CONTRACT TO TENNESSEE VALLEY FENCE, INC. AND VALLEY CUSTOM WELDING & FABRICATION.

DESCRIPTION	PRICE	UOM	COMMENT
SHOP LABOR RATE	110.00	HR.	PER HOUR
MARK UP ON MATERIAL COST	20	%	NOT TO EXCEED 20 %

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: VARIOUS
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

John Lang Digitally signed by John Lang
Date: 2025.04.25 12:42:52 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.28 09:00:44 -05'00'

04.28.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 04/25/2025
FROM: AUTUMN MCCORD **DEPT:** FLEET SERVICES
BID #: 42-2025-15 **COMMODITY/SERVICE:** WELDING SERVICES FOR FLEET

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND VALLEY CUSTOM WELDING AND FABRI

RECOMMENDATION: IT IS THE INTENT OF THE CITY TO DUALY AWARD THIS CONTRACT TO VALLEY CUSTOM WELDING AND FABRICATION AND TENNESSEE VALLEY FENCE INC.

DESCRIPTION	PRICE	UOM	COMMENT
SHOP LABOR RATE	125.00	HR.	PER HOUR
MARK UP ON MATERIAL COST	20	%	NOT TO EXCEED 20 %

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: VARIOUS
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

John Lang Digitally signed by John Lang
Date: 2025.04.25 12:43:22 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.04.28 08:58:27 -05'00'

04.28.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: R. Owen Roberts

I. Cost of Service

A. Shop labor rate per hour:

\$ 110.00 per hour

B. All other incidental fees and charges shall be included in the hourly rate.

R.R. (Bidder Initials)

C. Mark up percentage on material cost is not to exceed 20%.

R.R. (Bidder Initials)

II. Hours of Operation

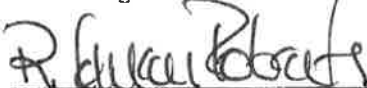
A. Must be available during Fleet Shop hours of 6:30AM to 3:30PM Monday through Friday.

R.R. (Bidder Initials)

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Tennessee Valley Fence, Inc.

Printed legal name of Bidder



Signature

R. Owen Roberts - President

Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/16/2025

Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

TENNESSEE Valley Fence, Inc

Doing-Business-As Name of Proposer:

TENNESSEE Valley Fence, Inc

Principal Office Address:

TENNESSEE Valley Fence, Inc
1035 A CLEARING Way S.W.
Huntsville, AL 35805

Mail to:

P.O. Box 2975
Huntsville, AL 35805

Telephone Number:

256-883-0404

Fax Number:

Form of Business Entity [check one ("X")]

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

1999

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Shawn Roberts
President

Steve McCarry
Member

Partnership Statement

If a partnership, answer the following:

Date of organization:

Location of organization:

The partnership is:

General Limited

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:

Location of organization:

JV Agreement recorded?

Yes No

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee
If "Yes," Department

Yes No X

Member of Household City Employee
If "Yes," Name (s)

Yes No X

Anyone associated with your
company a City Employee
If "Yes," Name (s)

Yes No X

3. CONTRACTOR 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.”

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

R. Owen Roberts
Signature of Proposer

R. OWEN Roberts
Print or Type Name of Proposer

4/16/25
Date

Tennessee Valley Fence, Inc
Legal Name of Firm

P.O. Box 2875
Mailing Address

Huntsville AL 35804
City State Zip Code

256-883-0404 Phone Fax N/A

JENNIFER@TENNESSEEVALLEYFENCE.COM
Email Address

WWW.TENNESSEEVALLEYFENCE.COM
Website Address

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

This agreement may not be changed or modified, in whole or in part, except by a written instrument signed by all parties. Any deviation from the solicitation specifications and requirements and the contract terms and conditions may result in the bidder being deemed non-responsive.

I. OBJECTIVE

A. The City of Huntsville is seeking sealed bids from interested and qualified firms to provide welding services for light and heavy-duty Fleet equipment to also include, but not limited to, other items such as storm drain grates. The intent of this IFB is to award contracts to those responsible Bidders whose bid proposals, conforming to this IFB, are most advantageous to the City of Huntsville; price, repair time, warranty and other factors considered.

II. RESPONSIBILITIES OF THE SELECTED CONTRACTOR

- A. The bidder must provide a personnel roster that identifies each person who will actually work on the contract and provide the title, certifications and/or years of experience of each individual.
- B. The bidder must employ a minimum of 1 (one) welder certified in horizontal, vertical and overhead welding.
- C. The bidder must employ a minimum of 1 (one) technician with hydraulic and heavy equipment experience.

VENDOR COMPLIANCE

YES ☒ NO ☐

III. FACILITY SPECIFICATIONS

- A. The bidder facility must be a safe and secured location. The facility must be within 30 miles from the Fleet Services Department, 2739 Johnson Road, Huntsville, Alabama 35805.
- B. The bidder must have a secured lot to store a minimum of 2 (two) pieces of heavy equipment such as, but not limited to, motor grates.
- C. The bidder must have a minimum of 2 (two) heavy truck bays.
- D. The bidder must have a minimum of 1 (one) forklift.
- E. The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.

VENDOR COMPLIANCE

YES ☒ NO ☐

IV. WELDING SERVICES

- A. The City reserves the right to procure and/or substitute any part or service normally furnished by the Contractor if it is in the best interest of the City.

VENDOR COMPLIANCE

YES ☒ NO ☐

V. SERVICE SPECIFICATIONS

- A. Parts furnished by the Contractor must be major brand or equivalent, meeting Fleet supervisor approval
- B. All parts shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such equipment.
- C. The bidder must be capable to conduct welding repairs and rebuilds on municipal equipment, including refuse equipment

- D. The Contractor agrees to substitute for equal quality and value for all parts that have been discontinued and are no longer available, meeting Fleet supervisor approval.
- E. The bidder must stock AR-400 steel in stock for wear-pad replacements.
- F. The bidder must be equipped to arc gouge, cut (torch and plasma).
- G. The bidder must be equipped to break steel up to 10' in length and up to 16-gauge thickness.
- H. The bidder must be equipped to shear steel up to 1/8" thick and 10" in width.
- I. The bidder must be certified in multiple welding processes to include mig, tig, acetylene and arc weld. Welding wire and rod must be 70 series, 70k psi.

VENDOR COMPLIANCE YES ☒ NO ☐

VI. AUTHORIZED DOCUMENTED TIMELY REPAIRS

- A. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates should be emailed no more than one (1) business day after request.
- B. If the bidder cannot obtain the desired parts and/or services in an acceptable timeframe or under an emergency situation, the City reserves the right to purchase parts and/or services from other sources.
- C. The Contractor shall not make repairs without prior authorization. Detailed quotes shall be sent to the appropriate Fleet Services supervisor or to another requesting City Department if they are creating and giving the purchase order.
- D. It is likely that this solicitation will result in multiple awards due to the volume and complexity of work.

VENDOR COMPLIANCE YES ☒ NO ☐

VII. WARRANTY

- A. The Contractor shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.

VENDOR COMPLIANCE YES ☒ NO ☐

VIII. QUOTES

- A. The bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below:

- 1) Quote Number
- 2) Contract Number
- 3) Equipment Number or description if number not available
- 4) Date of Service
- 5) Description of Service
- 6) Cost of parts before markup
- 7) Cost of parts after markup
- 8) Quantity of Parts
- 9) Cost of Labor
- 10) Quantity of Labor Hours
- 11) Total Estimated Cost
- 12) Mileage (when applicable)

VENDOR COMPLIANCE YES ☒ NO ☐

IV. INVOICING

- A. The bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below:

- 1) Invoice Number
- 2) Contract Number
- 3) Equipment Number or description if number not available
- 4) Date of Service
- 5) Description of Service

- 6) Cost of Parts
- 7) Quantity of Parts
- 8) Cost of Labor
- 9) Quantity of Labor Hours
- 10) Total Invoice Cost
- 11) Mileage (when applicable)

VENDOR COMPLIANCE

YES ☒ **NO** ☐

V. CONTRACT MODIFICATION

The bidder understands that this agreement may not be changed or modified, in whole or in part, except by a written instrument signed by all parties. Any deviation from the solicitation specifications and requirements and the contract terms and conditions may result in the bidder being deemed non-responsive.

VENDOR COMPLIANCE

YES ☒ **NO** ☐

APPENDIX H

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): _____
- City of Huntsville current taxpayer identification number (if available): _____
(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: 63-1228725 AL
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: **K. Owen Roberts** Title (if applicable): **Mrs.**

Type or legibly write name: **OWEN Roberts** Date: **4-16-25**

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P. O. Box 6087 206 Exchange Place Huntsville, AL 35813-0087		CONTACT NAME: PHONE (A/C, No, Ext): - FAX (A/C, No): 256-890-9070 E-MAIL ADDRESS: Mary.Rainosek@MarshMMA.com	
INSURED Tennessee Valley Fence, Inc. PO Box 2975 Huntsville, AL 35804		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Amerisure Insurance Company	
		INSURER B : Amerisure Mutual Insurance Company	
		INSURER C : Alabama Self Insured WC Fund	
		INSURER D : Amerisure Partners Insurance Company	
		INSURER E : Midwest Employers Casualty Company	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP21196700301	01/01/2025	01/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA21196690305	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CU21196710302	01/01/2025	01/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			P100406AL2025	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E				PVAL-129001	01/01/2025	01/01/2026	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment			CPP21196700301	01/01/2025	01/01/2026	\$100,000 \$1,000 ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ******Proprietors/Partners/Executive Officers/Members Excluded:**

R. Owen Roberts, President

Steve McCurry, Vice President

RE: Bid# 59-2022-54-1 (Welding Services for Fleet Equipment)

CERTIFICATE HOLDER**CANCELLATION**

City of Huntsville
 Attn: Procurement Services
 P. O. Box 308
 Huntsville, AL 35804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Company ID Number: 438673

Approved by:

Employer TENNESSEE VALLEY FENCE, INC.	
Name (Please Type or Print) CAROL J HORTON	Title
Signature Electronically Signed	Date 08/09/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/09/2011



Company ID Number: 438673

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	TENNESSEE VALLEY FENCE, INC.
Company Facility Address	1035 A CLEANER WAY HUNTSVILLE, AL 35805
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	631228725
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 438673



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

AL	1
----	---



Company ID Number: 438673

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

Name OWEN ROBERTS
Phone Number 2568830404
Fax 2568839290
Email TVFINC@AOL.COM

Name RANDALL J BIVINS
Phone Number 2568830404
Fax
Email RANDALL@TENNESSEEVALLEYFENCE.COM

Name Jennifer Kirkland
Phone Number 2568830404
Fax
Email iennifer@tennesseevallevfence.com



Company ID Number: 438673



This list represents the first 20 Program Administrators listed for this company.



Tennessee Valley Fence, Inc.	
Entity ID Number	000-203-596
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	06/16/1999
Registered Agent Name	ROBERTS, BILL
Registered Office Street Address	1035 A CLEANER WAY HUNTSVILLE, AL 35805
Registered Office Mailing Address	Not Provided
Nature of Business	SELL/INSTALL/REPAIR FENCES
Capital Authorized	\$1,000
Capital Paid In	---
Incorporators	
Incorporator Name	STEWART, LARRY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	08/09/2007
Registered Agent Changed From	STEWART, LARRY 3605 EIGHTH AVENUE HUNTSVILLE, AL 35805
Scanned Documents	
Document Date / Type / Pages	06/16/1999 Certificate of Formation 4 pgs.
Document Date / Type / Pages	08/09/2007 Registered Agent Change 1 pg.

[Browse Results](#)[New Search](#)

APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda:

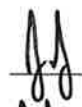


I. Cost of Service


A. Shop labor rate per hour:

\$ 125.00 per hour

B. All other incidental fees and charges shall be included in the hourly rate.


 (Bidder Initials)

C. Mark up percentage on material cost is not to exceed 20%.

 (Bidder Initials)

II. Hours of Operation

A. Must be available during Fleet Shop hours of 6:30AM to 3:30PM Monday through Friday.

 (Bidder Initials)

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Jonathan Jenkins - President

Valley Custom Welding and Fabrication
Printed legal name of Bidder

Danny Jenkins - President
Printed name of individual/corporate officer/general partner/joint venturer AND Title


Signature

4/2/25
Date

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Valley Custom Welding and Fabrication

Doing-Business-As Name of Proposer:

Valley Custom Welding and Fabrication

Principal Office Address:

133 Brownsboro Rd
Brownsboro, AL 35741

Telephone Number:

256-776-3501

Fax Number:

256-776-2289

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

8/18/1986

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

Jonathan Jenkins- President

Danny Jenkins- Vice President

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒
If "Yes," Department _____

Member of Household City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes ☐ No ☒
If "Yes," Name (s) _____

3. CONTRACTOR 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.”

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder 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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Jonathan Jenkins
Signature of Proposer

Jonathan Jenkins
Print or Type Name of Proposer

4/2/25
Date

Valley Custom Welding and fabrication
Legal Name of Firm

P.O. Box 37
Mailing Address

Brownsboro, AL 35741
City State Zip Code

256-716-3501 256-716-2289
Phone Fax

Valley custom@bellsouth.net
Email Address

N/A
Website Address

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

This agreement may not be changed or modified, in whole or in part, except by a written instrument signed by all parties. Any deviation from the solicitation specifications and requirements and the contract terms and conditions may result in the bidder being deemed non-responsive.

I. OBJECTIVE

A. The City of Huntsville is seeking sealed bids from interested and qualified firms to provide welding services for light and heavy-duty Fleet equipment to also include, but not limited to, other items such as storm drain grates. The intent of this IFB is to award contracts to those responsible Bidders whose bid proposals, conforming to this IFB, are most advantageous to the City of Huntsville; price, repair time, warranty and other factors considered.

II. RESPONSIBILITIES OF THE SELECTED CONTRACTOR

- A. The bidder must provide a personnel roster that identifies each person who will actually work on the contract and provide the title, certifications and/or years of experience of each individual.
- B. The bidder must employ a minimum of 1 (one) welder certified in horizontal, vertical and overhead welding.
- C. The bidder must employ a minimum of 1 (one) technician with hydraulic and heavy equipment experience.

VENDOR COMPLIANCE

YES X NO _____

III. FACILITY SPECIFICATIONS

- A. The bidder facility must be a safe and secured location. The facility must be within 30 miles from the Fleet Services Department, 2739 Johnson Road, Huntsville, Alabama 35805.
- B. The bidder must have a secured lot to store a minimum of 2 (two) pieces of heavy equipment such as, but not limited to, motor grates.
- C. The bidder must have a minimum of 2 (two) heavy truck bays.
- D. The bidder must have a minimum of 1 (one) forklift.
- E. The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.

VENDOR COMPLIANCE

YES X NO _____

IV. WELDING SERVICES

- A. The City reserves the right to procure and/or substitute any part or service normally furnished by the Contractor if it is in the best interest of the City.

VENDOR COMPLIANCE

YES X NO _____

V. SERVICE SPECIFICATIONS

- A. Parts furnished by the Contractor must be major brand or equivalent, meeting Fleet supervisor approval
- B. All parts shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such equipment.
- C. The bidder must be capable to conduct welding repairs and rebuilds on municipal equipment, including refuse equipment

- D. The Contractor agrees to substitute for equal quality and value for all parts that have been discontinued and are no longer available, meeting Fleet supervisor approval.
- E. The bidder must stock AR-400 steel in stock for wear-pad replacements.
- F. The bidder must be equipped to arc gouge, cut (torch and plasma).
- G. The bidder must be equipped to break steel up to 10' in length and up to 16-gauge thickness.
- H. The bidder must be equipped to shear steel up to 1/8" thick and 10" in width.
- I. The bidder must be certified in multiple welding processes to include mig, tig, acetylene and arc weld. Welding wire and rod must be 70 series, 70k psi.

VENDOR COMPLIANCE YES X NO _____

VI. AUTHORIZED DOCUMENTED TIMELY REPAIRS

- A. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates should be emailed no more than one (1) business day after request.
- B. If the bidder cannot obtain the desired parts and/or services in an acceptable timeframe or under an emergency situation, the City reserves the right to purchase parts and/or services from other sources.
- C. The Contractor shall not make repairs without prior authorization. Detailed quotes shall be sent to the appropriate Fleet Services supervisor or to another requesting City Department if they are creating and giving the purchase order.
- D. It is likely that this solicitation will result in multiple awards due to the volume and complexity of work.

VENDOR COMPLIANCE YES X NO _____

VII. WARRANTY

- A. The Contractor shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.

VENDOR COMPLIANCE YES X NO _____

VIII. QUOTES

- A. The bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below:

- 1) Quote Number
- 2) Contract Number
- 3) Equipment Number or description if number not available
- 4) Date of Service
- 5) Description of Service
- 6) Cost of parts before markup
- 7) Cost of parts after markup
- 8) Quantity of Parts
- 9) Cost of Labor
- 10) Quantity of Labor Hours
- 11) Total Estimated Cost
- 12) Mileage (when applicable)

VENDOR COMPLIANCE YES X NO _____

IV. INVOICING

- A. The bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below:

- 1) Invoice Number
- 2) Contract Number
- 3) Equipment Number or description if number not available
- 4) Date of Service
- 5) Description of Service

- 6) Cost of Parts
- 7) Quantity of Parts
- 8) Cost of Labor
- 9) Quantity of Labor Hours
- 10) Total Invoice Cost
- 11) Mileage (when applicable)

VENDOR COMPLIANCE

YES X NO

V. CONTRACT MODIFICATION

The bidder understands that this agreement may not be changed or modified, in whole or in part, except by a written instrument signed by all parties. Any deviation from the solicitation specifications and requirements and the contract terms and conditions may result in the bidder being deemed non-responsive.

VENDOR COMPLIANCE

YES X NO

APPENDIX H

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): Valley Custom Welding and Fabrication
- City of Huntsville current taxpayer identification number (if available): _____
(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: <u>000-112-330 - Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Jonathan Jenkins Title (if applicable): President
Type or legibly write name: Jonathan Jenkins Date: 4/2/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service
	PHONE (A/C, No, Ext): 800-473-6879
	FAX (A/C, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentry Insurance Company
	INSURER B: Middlesex Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 4261513

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2546764002	09/13/2024	09/13/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			2546764003	09/13/2024	09/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2546764004	09/13/2024	09/13/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG	\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2546764005	09/13/2024	09/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Cyber Liability and Data Breach Response		N/A	2546764006	09/13/2024	09/13/2025	Policy Aggregate Limit of Liability	\$ 50,000
							Retention	\$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Huntsville
305 Fountain Cir SW
Huntsville, AL 35801-4285**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: XXXXXX9532

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Bradley Harris		NAMED INSURED Custom Valley Fabrication Inc
POLICY NUMBER 2546764002		
CARRIER Sentry Insurance Company	NAIC CODE 24988	
		EFFECTIVE DATE: 09/13/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance



Company ID Number: 2666656

Approved by:

Employer Valley Custom Welding and Fabrication	
Name (Please Type or Print) Jonathan K Jenkins	Title President
Signature Electronically Signed	Date 04/10/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/10/2025



Company ID Number: 2666656

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Valley Custom Welding and Fabrication
Company Facility Address	133 Brownsboro Road Brownsboro, AL 35741
Company Alternate Address	P.O. Box 37 Brownsboro, AL 35741
County or Parish	MADISON
Employer Identification Number	630949532
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 2666656



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

AL	1
----	---



Company ID Number: 2666656

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

Name	Jonathan K Jenkins
Phone Number	2567763501
Fax	
Email	vallevcustom@bellsouth.net



Company ID Number: 2666656



This list represents the first 20 Program Administrators listed for this company.



Valley Custom Welding & Fabrication Corp.	
Entity ID Number	000-112-330
Entity Type	Domestic Corporation
Principal Address	BROWNSBORO, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	08/18/1986
Registered Agent Name	JENKINS, JOHNNY W
Registered Office Street Address	ROUTE 1 BROWNSBORO, AL 35741
Registered Office Mailing Address	Not Provided
Nature of Business	WELDING, FABRICATING
Capital Authorized	\$5,000
Capital Paid In	\$5,000
Incorporators	
Incorporator Name	JENKINS, JOHNNY W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	PACE, THOMAS A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017
Scanned Documents	
Document Date / Type / Pages	08/18/1986 Certificate of Formation 5 pgs.

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