CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 7/12/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Angelo Iafrate Construction Company

Exact Wording for the Agenda:

Resolution authorizing the Mayor to amend the contract with Angelo Iafrate Construction Company for Governors Drive, Phase II, (Gallatin Street to Bassett Street), Project No. 65-06-RD04, by Change Order No. 3

10-450, 10-848 & 11-688

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

Item to be considered for: Action

Unanimous Consent Required: No

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

Change Order is needed to perform additional work not contemplated during the design, and to adjust final quantities to reflect actual construction upon completion. Change Order decreases contract amount by $520,852.30. Account No. 23-6500-0813-8127

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____ Date: 6/27/12

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **7/12/2012**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **Change Order No. 3**

Document Name: **Iafrate-Gov Dr PH II Project No. 65-06-RD04 CO #3**

City Obligation Amount: **($520,852.30)**

Total Project Budget: **$5,554,507.93**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8127**

Procurement Agreements

Title 39	Competitive

Grant-Funded Agreements

Not Applicable	Grant Name:

Department	Signature	Date
1) Originating		6/27/12
2) Legal	Mary C. Cortes	7/2/12
3) Finance		7/3/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the contract with Angelo Iafrate Construction Company, adopted and approved on the 6th day of June, 2010, by the City Council of the City of Huntsville, Alabama by Resolution No. 10-450, and amended on the 14th day of October, 2010, by Resolution No. 10-848, and amended on the 8th day of September, 2011, by Resolution No. 11-688, is hereby amended as is reflected on Change Order #3 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is amended from SIX MILLION SEVENTY-FIVE THOUSAND THREE HUNDRED SIXTY AND .23/100 DOLLARS ($6,075,360.23) to FIVE MILLION FIVE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED SEVEN AND .93/100 DOLLARS ($5,554,507.93), including this change order, a decrease of FIVE HUNDRED TWENTY THOUSAND EIGHT HUNDRED FIFTY-TWO AND .30/100 DOLLARS ($520,852.30). Said change order is substantially similar in words and figures as that document attached hereto and identified as "Change Order No. 3 to Contract with Angelo Iafrate Construction Company for Governors Drive, Phase II, (Gallatin Street to Bassett Street), Project No. 65-06-RD04, as adopted by Resolution No. 10-450 of June 10, 2010, and amended by Resolution No. 10-848 of October 14, 2010, and amended by Resolution No. 11-688 of September 8, 2011" consisting of five (5) pages plus fifteen (15) additional pages consisting of "Power of Attorney", "Contractor's E-Verify Affidavit" and "Memorandum of Understanding" and the date of July 12, 2012, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 12th day of July, 2012.

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

APPROVED this the 12th day of July, 2012.

_____
Mayor of the City of Huntsville, Alabama

CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR
City of Huntsville	Florence & Hutcheson, Inc.	Angelo Iafrate Construction Company

DATE	7/12/2012	CHANGE ORDER NO.	3
PROJ. NAME & NUMBER		Governors Drive, Widening, Phase II, Proj. No. 65-06-RD04	

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
168	Franklin Street Right Turn Lane	1.00	LS	$39,752.69	$39,752.69
169	Hardee's Property Repairs	1.00	LS	$4,536.00	$4,536.00
170	Huntsville Hospital Irrigation Repairs	1.00	LS	$4,800.00	$4,800.00
171	Emergency Drainage Repair at California	1.00	LS	$32,031.58	$32,031.58
172	Emergency Sanitary Sewer repair	1.00	LS	$6,486.02	$6,486.02
173	Relocation of Pole #B-30	1.00	LS	$840.14	$840.14
174	Phase I lighting fixtures installation	1.00	LS	$4,801.50	$4,801.50
175	Asphalt Indexing Adjustment	1.00	LS	$56,874.84	$56,874.84
			TOTAL NEW NEGOTIATED ITEMS		$150,122.77

OVERRUN ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
3	Unclassified Excavation (Includes Undercut and Trench Excavation) PER C.O.H. SPECIFICATION #105 (CONTRACTOR WILL BE PAID ONLY ONCE FOR MOVING OF DIRT)	5.5500	CY	$8.00	$44.40
7	Superpave Bituminous Concrete Wearing Surface, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 125 lbs/sy PER ALDOT SPECIFICATION #424-A	27.0000	TON	$74.00	$1,998.00
8	Superpave Bituminous Concrete Wearing Surface, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 135 lbs/sy PER ALDOT SPECIFICATION #424-A	82.0000	TON	$73.00	$5,986.00
9	Superpave Bituminous Concrete Wearing Surface, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 111 lbs/sy PER ALDOT SPECIFICATION #424-A (California St.)	480.0600	TON	$68.00	$32,644.08
11	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx, 250 lbs/sy PER ALDOT SPECIFICATION #424-B	1744.9350	TON	$50.00	$87,246.75
12	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx, 250 lbs/sy PER ALDOT SPECIFICATION #424-B	395.3900	TON	$50.00	$19,769.50
13	Superpave Bituminous Concrete Leveling Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx, 350 lbs/sy PER ALDOT SPECIFICATION #424-B	1132.2700	TON	$54.00	$61,142.58
19	Dense Graded Base, for Temporary Access Install and Remove PER C.O.H. Specifications, ALDOT 301A-012, Type B, Plant Mixed	216.0000	TON	$24.89	$5,376.24
20	Planing (Milling) Asphalt Pavements (Depth Varies from 1"-12" PER ALDOT SPECIFICATION #408	6291.1700	SY	$5.00	$31,455.85
25	24" RCP, Class III, Complete In-Place PER C.O.H. SPECIFICATION #527	41.0000	LF	$53.00	$2,173.00
26	36" RCP, Class III, Complete In-Place PER C.O.H. SPECIFICATION #527	4.0000	LF	$120.00	$480.00
30	Concrete Driveway, 6" Thick, Complete In-Place (To Include 6 x 6 x 10/10 WWF and # 78 Stone Leveling Course) PER C.O.H. SPECIFICATION #617	5101.1800	SF	$7.80	$39,789.20
31	Wheelchair Ramp with Detectable (Truncated) Warnings, Complete In-Place PER C.O.H. DETAIL	13.0000	EACH	$562.00	$7,306.00
34	Junction Box, Large (30" to 60" Pipes), Traffic Bearing, Complete In-Place PER C.O.H. SPECIFICATION #621	1.0000	EACH	$3,825.00	$3,825.00
39	Curb Inlet (Single), Complete In-Place PER C.O.H. SPECIFICATION #621	4.0000	EACH	$2,850.00	$11,400.00
47	Temporary Seeding (Includes Mulching), Complete In-Place PER ALDOT SPECIFICATION #652-B	2.0000	AC	$900.00	$1,800 00

59	6" Wide Broken White, Class 2, Type A Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	0.7620	MILE	$1,850.00			$1,409.70	
62	6" Wide Dotted White, Class 2, Type A Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	1655.0000	LF	$2.00			$3,310.00	
63	Broken Temporary Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	8.2950	MILE	$900.00			$7,465.50	
64	Solid Temporary Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	5.3780	MILE	$950.00			$5,109.10	
66	Traffic Control Legends, Class 2, Type A, Complete In-Place PER C.O.H. SPECIFICATION #703	112.3000	SF	$5.00			$561.50	
67	Traffic Control Markings, Class 2, Type A, Complete In-Place PER C.O.H. SPECIFICATION #703	595.0400	SF	$4.50			$2,677.68	
69	Temporary Traffic Control Markings, Complete In-Place PER C.O.H. SPECIFICATION #703	2945.3800	SF	$2.00			$5,890.76	
72	Pavement Markers, Class A-H, Type 1-A, Complete In-Place PER ALDOT SPECIFICATION #705	141.0000	EACH	$5.75			$810.75	
73	Pavement Markers, Class A-H, Type 2-C, Complete In-Place PER ALDOT SPECIFICATION #705	3.0000	EACH	$5.75			$17.25	
74	Pavement Markers, Class A-H, Type 2-D, Complete In-Place PER ALDOT SPECIFICATION #705	162.0000	EACH	$5.75			$931.50	
76	8" Ceramic Pavement Markers, Item P18, One Way White	73.0000	EACH	$42.00			$3,066.00	
83	Signal Mast Arm Concrete Foundation, Complete In-Place PER ALDOT DRAWING INDEX NO. 1059	2.0000	EACH	$3,510.00			$7,020.00	
89	Traffic Signal Junction Box, Complete In-Place PER ALDOT SPECIFICATION #730	4.0000	EACH	$993.82			$3,975.28	
98	Information Technology Service Interconnect 3" PVC Schedule 40 Conduit, (Complete In-Place, Materials & Labor) PER HUNTSVILLE UTILITIES ELECTRIC DEPARMENT SPECIFICATIONS	2605.0000	LF	$19.32			$50,328.60	
100	48"x30"x24" Quasite Box for COH IT Department	1.0000	EACH	$1,642.69			$1,642.69	
101	Huntsville Traffic Signalization Interconnect 3" PVC Schedule 40 Conduit, (Complete In-Place, Materials & Labor) PER HUNTSVILLE UTILITIES ELECTRIC DEPARMENT SPECIFICATIONS	162.0000	LF	$20.24			$3,278.88	
102	Huntsville Signalization 3" Schedule 80 HDPE Conduit Roadway Crossing, Complete In Place, (Materials & Labor) PER HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT SPECIFICATIONS	253.00	LF	$40.41			$10,223.73	
				TOTAL OVERRUN ITEMS			**$420,155.52**	
				UNDERRUN ITEMS				
ITEM	**DESCRIPTION**	**QUANT**	**UNIT**	**UNIT PRICE**			**EXT AMT.**	
4	Borrow Excavation (Off-Site), Complete In-Place PER C.O.H. SPECIFICATION #105 (WILL BE MEASURED BY THE TRUCKLOAD WITH APPLICATION OF A 30% SHRINKAGE FACTOR)	-6770.8100	CY	$15.00			-$101,562.15	
5	Roadbed Processing (Improved Roadbed) PER ALDOT SPECIFICATION #230	-29.5000	STA	$660.00			-$19,470.00	
6	Tack Coat PER ALDOT SPECIFICATION #405	-9462.0000	GAL	$3.00			-$28,386.00	
10	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 220 lbs/sy PER ALDOT SPECIFICATION #424-B (	-81.2300	TON	$49.00			-$3,980.27	
14	Superpave Bituminous Concrete Upper Base Layer, 1-1/2" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 350 lbs/sy PER ALDOT SPECIFICATION #424-C	-3223.4350	TON	$45.00			-$145,054.58	
15	Superpave Bituminous Concrete Lower Base Layer, 1-1/2" Maximum Aggregate Size Mix, ESAL Range C/D, Complete In-Place, Approx. 350 lbs/sy PER ALDOT SPECIFICATION #424-C	-1941.2800	TON	$45.00			-$87,357.60	
18	Bituminous Concrete for Temporary Access Install and Remove PER C.O.H. SPECIFICATION #414 or #416	-242.7900	TON	$65.00			-$15,781.35	
22	Retaining Wall Concrete, To Include Excavation, Stone Backfill, Reinforcement and Weep Holes PER C.O.H. SPECIFICATION #525	-112.5000	CY	$200.00			-$22,500.00	

23	15" RCP, Class III, Complete In-Place PER C.O.H. SPECIFICATION #527	-39.0000	LF	$50.00			-$1,950.00	
24	18" RCP, Class III, Complete In-Place PER C.O.H. SPECIFICATION #527	-69.4000	LF	$43.00			-$2,984.20	
27	42" RCP, Class III, Complete In-Place PER C.O.H. SPECIFICATION #527	-74.0000	LF	$101.00			-$7,474.00	
28	Slope Paving, Complete In-Place PER C.O.H. SPECIFICATION #613	-2071.8500	CY	$120.00			-$248,622.00	
29	Concrete Sidewalk, 4" Thick, Complete In-Place (To Include 6 x 6 x 10/10 WWF and # 78 Stone Leveling Course) PER C.O.H. SPECIFICATION #617	-2717.0000	SF	$4.50			-$12,226.50	
32	Minor Structure Concrete, Complete In-Place PER C.O.H. SPECIFICATION #620 (ALL REQUIRED STEEL REINFORCEMENT SHALL BE CONSIDERED SUBSIDIARY TO THIS ITEM)	-52.6300	CY	$355.00			-$18,683.65	
33	Junction Box, Small (15" to 24" Pipes), Traffic Bearing, Complete In-Place PER C.O.H. SPECIFICATION #621	-2.0000	EACH	$2,000.00			-$4,000.00	
33	Junction Box, Small (15" to 24" Pipes), Traffic Bearing, Complete In-Place PER C.O.H. SPECIFICATION #621	-1.0000	EACH	$2,000.00			-$2,000.00	
35	Grate Inlet (Single), Complete In-Place PER C.O.H. SPECIFICATION #621	-1.0000	EACH	$2,250.00			-$2,250.00	
41	Adjust Storm Sewer Manhole Frame and Cover, Complete In-Place, PER C.O.H. SPECIFICATIONS & DETAILS	-3.0000	EACH	$675.00			-$2,025.00	
42	Concrete Combination Curb & Gutter, Modified Type C, 24", Complete In-Place PER C.O.H. SPECIFICATION #625	-2079.5000	LF	$9.10			-$18,923.45	
43	Concrete Combination Curb & Gutter, Transition from 24" to 30", Complete In-Place PER C.O.H. SPECIFICATION #625	-3.7500	LF	$9.10			-$34.13	
44	Concrete Gutter, Complete In-Place PER C.O.H. SPECIFICATION #625	-158.4000	LF	$9.10			-$1,441.44	
45	Concrete Curb, Type N, Complete In-Place PER C.O.H. SPECIFICATION #625	-19.0000	LF	$20.20			-$383.80	
48	Tifton Bermuda Sodding, Complete In-Place PER C.O.H. SPECIFICATION #655	-1309.0000	SY	$2.25			-$2,945.25	
49	20" Wattle, Inlet Protection PER ALDOT SPECIAL PROVISION NO. 06-0352	-670.0000	LF	$3.25			-$2,177.50	
50	Sand Bags, Complete In-Place PER C.O.H. SPECIFICATION #671	-141.0000	EACH	$5.00			-$705.00	
52	Silt Fence, Type A, Complete In-Place PER C.O.H. SPECIFICATION #671	-1010.0000	LF	$2.25			-$2,272.50	
53	Inlet Protection, Stage 3, Complete In-Place PER ALDOT SPECIAL PROVISION NO. 06-0352	-138.0000	EACH	$275.00			-$37,950.00	
54	Inlet Protection, Stage 4, Complete In-Place PER ALDOT SPECIAL PROVISION NO. 06-0352	-138.0000	EACH	$275.00			-$37,950.00	
55	Adjust Sanitary Sewer Manhole Frame and Cover, Complete In-Place PER C.O.H. SANITARY SEWER SPECIFICATIONS & DETAILS	-6.0000	EACH	$350.00			-$2,100.00	
58	6" Wide Solid White, Class 2, Type A Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	-0.2870	MILE	$3,200.00			-$918.40	
60	6" Wide Solid Yellow, Class 2, Type A Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	-0.3030	MILE	$3,200.00			-$969.60	
61	6" Wide Broken Yellow, Class 2, Type A Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	-0.7400	MILE	$1,850.00			-$1,369.00	
65	Dotted Temporary Traffic Stripe, Complete In-Place PER C.O.H. SPECIFICATION #701	-1583.0000	LF	$1.00			-$1,583.00	
68	Temporary Traffic Control Legends, Complete In-Place PER C.O.H. SPECIFICATION #703	-510.1500	SF	$2.00			-$1,020.30	
70	Traffic Striping Removal, Width Varies PER C.O.H. SPECIFICATION #703	-11.7470	MILE	$2,500.00			-$29,367.50	
71	Traffic Control Markings and Legends Removal PER C.O.H. SPECIFICATION #703	-2606.6100	SF	$2.50			-$6,516.53	
75	Pavement Markers, Class A-H, Type 2-E, Complete In-Place PER ALDOT SPECIFICATION #705	-110.0000	EACH	$5.75			-$632.50	
77	Temporary Fencing, 6' High Industrial Chain Link Fencing PER C.O.H. SPECIFICATION #631	-117.0000	LF	$3.50			-$409.50	
81	Class 4, Aluminum Multiple Flat Sign Panels (0.08" Thick) or Steel Flat Sign Panels (14 Gauge Type III or Type IV Background), Complete In-Place To Include Post PER ALDOT SPECIFICATION #710-A	-324.7500	SF	$30.00			-$9,742.50	

84	Base Mounted Controller Cabinet Foundation, Complete In-Place PER ALDOT DRAWING INDEX NO. 1066	-3.0000	EACH	$836.87			-$2,510.61	
85	1-1/2" Metallic Conduit, Complete In-Place PER ALDOT SPECIFICATION #730	-200.0000	LF	$16.57			-$3,314.00	
86	2" Schedule 80, HDPE Conduit, Complete In-Place PER ALDOT SPECIFICATION #730	-327.0000	LF	$7.82			-$2,557.14	
87	3" Schedule 80, HDPE Conduit, Complete In-Place PER ALDOT SPECIFICATION #730	-111.0000	LF	$9.51			-$1,055.61	
88	Below Grade APWA Type 6 Signalization Interconnect Junction Box PER C.O.H. SPECIFICATIONS	-4.0000	EACH	$1,751.66			-$7,006.64	
90	Portable Concrete Safety Barrier, Type 6, Complete In-Place PER C.O.H. SPECIFICATION #707	-10.0000	LF	$55.00			-$550.00	
91	Construction Signs, Complete In-Place, To Include Post PER ALDOT SPECIFICATION #740-B	-79.7000	SF	$7.00			-$557.90	
92	Portable Sequential Arrow and Chevron Sign Unit, Complete In-Place (CONTRACTOR Retained) PER ALDOT SPECIFICATION #741-C	-4.0000	EACH	$3,995.00			-$15,980.00	
93	Portable Changeable Message Sign, Complete In-Place (CONTRACTOR Retained) PER ALDOT SPECIFICATION #740-A	-3.0000	EACH	$7,300.00			-$21,900.00	
94	Channelizing Drums, Complete In-Place PER ALDOT SPECIFICATION #740-D	-25.0000	EACH	$50.00			-$1,250.00	
95	Barricades, Type III, Complete In-Place PER ALDOT SPECIFICATION #740-F	-1.0000	EACH	$180.00			-$180.00	
96	Warning Lights, Type B (Detachable Head), Complete In-Place PER ALDOT SPECIFICATION #740-1	-2.0000	EACH	$250.00			-$500.00	
99	Huntsville Communications 3" Schedule 80 HDPE Conduit Roadway Crossing, Complete In Place, (Materials & Labor) PER HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT SPECIFICATIONS	-405.0000	LF	$37.76			-$15,292.80	
104	Utilities Aide to Construction (Non-Negotiable)	-1.0000	LS	$100,000.00			-$100,000.00	
105	Furnishing Field Office, Complete-in-Place PER ALDOT SPECIFICATION #603-A	-1.0000	LS	$23,000.00			-$23,000.00	
106	50' Quadropole, Per loop, to include up to 150' lead wiring	-5.0000	EACH	$1,934.40			-$9,672.00	
107	Encasement Pipe Sanitary Sewer	-1.0000	LF	$84.69			-$84.69	
				TOTAL UNDERRUN ITEMS			**-$1,091,130.59**	
				TOTAL NEW & OVERRUN ITEMS			**$570,278.29**	
				TOTAL UNDERRUN ITEMS			**-$1,091,130.59**	
				TOTAL CHANGE ORDER NO. 3			**-$520,852.30**	
				Page 4				

CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR
City of Huntsville	Florence & Hutcheson, Inc.	Angelo Iafrate Construction Company

DATE 7/12/2012 CHANGE ORDER NO. 3

PROJ. NAME & NUMBER Governors Drive, Widening, Phase II, Proj. No. 65-06-RD04

TERMS: As a condition of this contract, pursuant to § 31-13-9(a), Contractor hereby certifies that it has not knowingly employed, hired for employment, or continues to employ an unauthorized alien and has attested to such by sworn affidavit signed before a notary. Further, Contractor provided a copy of such affidavit to the City of Huntsville as part of its contract, along with documentation establishing that Contractor is enrolled in the E-Verify program, and will maintain enrollment throughout the term of this contract. You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with this Change Order Request and supporting documents and to furnish the necessary labor, materials and equipment to:

perform additional work not contemplated during the design, and to adjust final quantities to reflect actual contruction upon completion.

THIS CHANGE ORDER SUBMITTED FOR REVIEW AND APPROVAL. JUSTIFICATION IS AS FOLLOWS:

Emergencies arising during the course of work.
Minor changes of total monetary value and incidental to the original contract necessitated by unforseeable circumstances arising during the course of work and less than required for competitive bidding.
Change of or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the alternate.
X Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions). (See attached sheet for line item breakdown of change order costs.)

For This Change Order	3	Deduct	-$520,852.30
Original Contract Price			$5,964,486.25
Net Total Previous Change Orders			$110,873.98
Previous Revised Contract Price			$6,075,360.23
Revised Contract Price This Date			$5,554,507.93

EXTENSION OF TIME resulting from this Change Order is 0 additional days.

This contract modification constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file for any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract. The Contractor and Owner(s) hereby agree to the terms for the Change Order as contained herein.

CONTRACTOR	CITY OF HUNTSVILLE, ALABAMA
Angelo Iafrate Construction Company	Shane Davis, Director of City Engineering/Urban Development
(Contractor Name) JERRY "JT" THOMPSON PROJECT MANAGER / ESTIMATOR	
(Authorized Representative)	Tommy Battle, Mayor
CONSENT OF SURETY	
The Continental Insurance Company	Mark Russell, Council President
(Surety Name)	
Norma H. Ibarra	7/12/2012
Norma H. Ibarra (Authorized Representative) Attorney-in-Fact	(Date)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael L Owens, Samuel Kerr Smith, Norma H Ibarra, Wesley H Mc Cubbins, Individually

of New Orleans, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of April, 2011.

The Continental Insurance Company

Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 21st day of April, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/13

My Commission Expires September 17, 2013

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 26th day of June, 2012.

The Continental Insurance Company

Mary A. Ribikawskis Assistant Secretary

Form F6850-1/2011

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the company.

"Article VI-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

E-VERIFY – NOTICE (Amended 5/16/12)

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."

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 252987

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

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

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

B. REFERRAL TO DHS

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

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

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

after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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

E-Verify

Company ID Number: 252987

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 Angelo Iafrate Construction Company

MARY A TANDESKI	
Name (Please Type or Print)	Title
Electronically Signed	09/16/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/16/2009
Signature	Date

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 252987

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Angelo Iafrate Construction Company

Company Facility Address: 26300 Sherwood Ave.
Warren, MI 48091

Company Alternate Address:

County or Parish: MACOMB

Employer Identification Number: 381894432

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 1

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

- MICHIGAN 1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 252987

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

Name:	**MARY A TANDESKI**		
Telephone Number:	**(586) 580 - 0849**	Fax Number:	**(586) 756 - 0582**
E-mail Address:	**mtandeski@iafrate.com**		
Name:	**SHIRLEY A IAFRATE**		
Telephone Number:	**(727) 581 - 1544**	Fax Number:	**(727) 586 - 5676**
E-mail Address:	**siafrate1@iafrate.com**		